CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
VOLUME 1 – BID BOOKLET

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Introduction

This Bid Booklet is intended to provide general information necessary for bidding on a DDC public works project and is part of the Contract Documents, as per Article 1.1 of the Standard Construction Contract.

As this contract is solicited via the PASSPort system, the bidder will be required to complete all of the PASSPort forms and questionnaires. These forms and questionnaires, along with the bidder's responses, will become part of the Bid Booklet.

Additional information on the PASSPort system can be found at the following website:
https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page

Bid Submission Requirements

THE FOLLOWING MUST BE COMPLETED AND SUBMITTED FOR THE BID TO BE CONSIDERED RESPONSIVE:

1. Completed electronic bid submission in PASSPort;
    a. All required fields in PASSPort must be completed.
2. One-page signed Bid Submission Form delivered in person to DDC before the bid due date; and
3. Bid security, if required.
    a. If Bid security is in a form of a bid bond, bidders must include it with their electronic PASSPort submission.
    b. If Bid security is in a form of a certified check, bidders must deliver the certified check with the signed Bid Submission Form.

BIDDERS ARE ADVISED THAT PAPER BID SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY IN PASSPORT, PROVIDE THE BID SECURITY, AND DELIVER TO DDC THE ONE-PAGE SIGNED BID SUBMISSION FOR THE BID TO BE CONSIDERED RESPONSIVE.

THE FOLLOWING MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE:

1. Any discrepancy between the total bid price listed on the Bid Submission Form and the bid information submitted in PASSPort.
2. Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
3. Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.

Notices to Bidders

Pre Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in the PASSPort procurement.

All PBQs must reference the Project ID. If a bidder has multiple PBQs for the same Project ID, the PBQs must be numbered sequentially, even if they are submitted separately.

While the PASSPort system has a facility for submitting inquiries, bidders are directed to send PBQs as directed above instead of using the PASSPort inquiry system.

Inquiries sent using the PASSPort inquiry system will not be considered PBQs.

NYC Contract Financing Loan Fund

If your business is working as a prime or subcontractor on a project with a City agency or City-funded entity, you may be eligible for a Contract Financing Loan from a participating lender coordinated with the NYC Department of Small Business Services (SBS). Loan repayment terms align with the contract payment schedule.

For more information: Call 311 or visit https://www1.nyc.gov/nycbusiness/article/contract-financing-loan-fund

M/WBE Notice to Prospective Contractors

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT (9/2020 version)

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York ("Section 6-129") establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan") and are detailed below. Contracts solicited through the Procurement and Sourcing Solutions Portal (PASSPort) will contain a Schedule B in the format outlined in the Schedule B – M/WBE Utilization Plan & PASSPort rider. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.

The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD

AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with DSBS as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part 2 (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed non-responsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of city-certified MBE and WBE firms may be obtained from the DSBS

website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of **the Participation Goals**.

(a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the Participation Goals in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part 3 of Schedule B **and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at MWBEModification@ddc.nyc.gov**. **Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely**. Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of

subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE** Utilization Plan. (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE** Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;

(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE** Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;

(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE** Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its **M/WBE** Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

15. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional

procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in PASSPort as caution data.

Affirmation

The Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as disclosed in PASSPort.

5. The bidder hereby affirms that is has paid all applicable City income, excise and other taxes for all it has conducted business activities in New York City.

6. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance:

   (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a

bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used shall mean the individual bidder, firm, partnership or corporation executing this bid).

7. Compliance Report

   The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

8. The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

9. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.

10. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.

11. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule.

12. M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the M/WBE Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted.

    I hereby:

    1) acknowledge my understanding of the M/WBE participation requirements as set forth in this Contract and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York and the rules promulgated thereunder;

    2) affirm that the information supplied in support of the M/WBE Utilization Plan is true and correct;

    3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;

    4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

    agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

QUALIFICATION FORM

Name of Contractor: **Inter Contracting Corp.**

Name of Project: **Construction of High-Level Storm Sewers in Glenwood Rd. / SE855**

Location of Project: **Brooklyn, NY**

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: **Kevin Lin**

Title: **Resident Engineer** Phone Number: **646.864.4976**

Brief description of the Project completed or the Project in progress: _____

Construction of Sewers and Water Mains, Chambers, Piles

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: **Prime**

Amount of Contract, Subcontract or Sub-subcontract: **$40MM**

Start Date and Completion Date: **2017-2021**

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Name of Contractor: **Inter Contracting Corp.**

Name of Project: **Construction of High-Level Storm Sewers in Brookville Blvd./ SEQ200529**

Location of Project:**Queens**

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: **Arvind Sahdev (HDR)**

Title: **Resident Engineer** Phone Number: _____

Brief description of the Project completed or the Project in progress: _____

Construction of Sewers and Water Mains

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: **Prime**

Amount of Contract, Subcontract or Sub-subcontract: **$13MM**

Start Date and Completion Date: **2018-2020**

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: HED-578
ePIN: 85023B0060

TOTAL BID PRICE: $3,527,085.50

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col.8
Seq. No	Item Number	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
1	4.02 AB-R	ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	500.00	S.Y.	5.00	$2,500.00	
2	4.02 AF-R	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	100.00	S.Y.	115.00	$11,500.00	
3	4.02 CA	BINDER MIXTURE	550.00	TONS	35.00	$19,250.00	
4	4.04 H	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	100.00	C.Y.	5.00	$500.00	
5	4.05 A	NON-REINFORCED CONCRETE PAVEMENT	200.00	C.Y.	17.00	$3,400.00	Unit price bid shall not be less than: $ 192.50
6	4.05 B	REINFORCED CONCRETE PAVEMENT (FULL WIDTH PAVEMENT)	200.00	C.Y.	19.00	$3,800.00	Unit price bid shall not be less than: $ 235.00
7	4.07 BA	RESET GRANITE CURB	300.00	L.F.	1.00	$300.00	
8	4.07 CB	NEW GRANITE CURB, STRAIGHT	200.00	L.F.	1.00	$200.00	
9	4.07 CC	NEW GRANITE CURB, CORNER	50.00	L.F.	1.00	$50.00	
10	4.08 AA	CONCRETE CURB (18" DEEP)	1,200.00	L.F.	45.00	$54,000.00	
11	4.08 BA	CONCRETE CURB (21" DEEP)	300.00	L.F.	1.00	$300.00	
12	4.09 AD	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	510.00	L.F.	1.00	$510.00	
13	4.09 AE	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	360.00	L.F.	1.00	$360.00	
14	4.09 AF	STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	100.00	L.F.	1.00	$100.00	
15	4.09 BD	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	185.00	L.F.	1.00	$185.00	
16	4.09 BE	DEPRESSED STEEL FACED CONCRETE CURB (21" DEEP)	210.00	L.F.	1.00	$210.00	
17	4.09 CD	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	150.00	L.F.	45.00	$6,750.00	
18	4.09 CE	CORNER STEEL FACED CONCRETE CURB (21" DEEP)	110.00	L.F.	1.00	$110.00	
19	4.13 AAS	4" CONCRETE SIDEWALK (UNPIGMENTED)	11,440.00	S.F.	4.00	$45,760.00	
20	4.13 BAS	7" CONCRETE SIDEWALK (UNPIGMENTED)	1,910.00	S.F.	6.00	$11,460.00	
21	4.13 DE	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	180.00	S.F.	7.00	$1,260.00	
22	4.16 AA	TREES REMOVED (4" TO UNDER 12" CALIPER)	7.00	EACH	2,500.00	$17,500.00	
23	4.16 CAA	TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	26.00	EACH	3,900.00	$101,400.00	
24	4.16 STUMP	STUMP REMOVAL	1.00	EACH	500.00	$500.00	
25	4.18 C	MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)	3.00	EACH	750.00	$2,250.00	
26	4.19	SODDING	500.00	S.Y.	5.00	$2,500.00	
27	4.20	SEEDING	500.00	S.Y.	2.00	$1,000.00	
28	4.21	TREE CONSULTANT	254.00	P/HR	25.00	$6,350.00	
29	50.31SC10	10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	170.00	L.F.	975.00	$165,750.00	
30	50.31SE10	10" E.S.V.P. SANITARY SEWER, ENCASED IN CONCRETE	350.00	L.F.	995.00	$348,250.00	
31	51.11P004	STANDARD 4'-0" DIAMETER PRECAST MANHOLE	1.00	EACH	12,000.00	$12,000.00	
32	51.21S0A1000V	STANDARD MANHOLE TYPE A-1	4.00	EACH	9,500.00	$38,000.00	
33	51.23RF	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	3.00	EACH	1,500.00	$4,500.00	
34	52.31V06S10	6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 10" E.S.V.P. SANITARY SEWER	10.00	EACH	500.00	$5,000.00	
35	52.41V06R	6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	300.00	L.F.	15.00	$4,500.00	
36	53.11DR	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	500.00	L.F.	10.00	$5,000.00	
37	54.12CS	CLEANING OF DRAINAGE STRUCTURES	16.00	C.Y.	2.00	$32.00	
38	55.11AB	ABANDONING BASINS AND INLETS	1.00	EACH	200.00	$200.00	
39	6.02 AAN	UNCLASSIFIED EXCAVATION	1,500.00	C.Y.	2.00	$3,000.00	
40	6.25 RS	TEMPORARY SIGNS	501.00	S.F.	2.00	$1,002.00	
41	6.26	TIMBER CURB	400.00	L.F.	0.50	$200.00	
42	6.28 AA	LIGHTED TIMBER BARRICADES	501.00	L.F.	0.50	$250.50	
43	6.40 CU	ENGINEER'S FIELD OFFICE (JOINT USE) (TYPE CU)	30.00	MONTH	150.00	$4,500.00	
44	6.43 D	DIGITAL PHOTOGRAPHS	250.00	SETS	15.00	$3,750.00	
45	6.44	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	350.00	L.F.	5.00	$1,750.00	
46	6.49	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	350.00	L.F.	0.10	$35.00	
47	6.52 CG	CROSSING GUARD	4,200.00	P/HR	10.00	$42,000.00	
48	6.53	REMOVE EXISTING LANE MARKINGS (4" WIDE)	350.00	L.F.	0.10	$35.00	
49	6.55	SAWCUTTING EXISTING PAVEMENT	150.00	L.F.	0.10	$15.00	
50	6.84 B	LOLLIPOP TYPE BUS STOP SIGNS	1.00	F.S.	2,500.00	$2,500.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 2,500.00

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: HED-578
ePIN: 85023B0060

TOTAL BID PRICE: $3,527,085.50

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col.8
Seq. No	Item Number	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
51	6.85 A	TRAFFIC ENFORCEMENT AGENTS	1.00	F.S.	500,000.00	$500,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 500,000.00
52	6.87	PLASTIC BARRELS	600.00	EACH	1.00	$600.00	
53	6.91	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	100.00	L.F.	1.00	$100.00	
54	60.11R606	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	35.00	L.F.	75.00	$2,625.00	
55	60.11R608	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	1,600.00	L.F.	150.00	$240,000.00	
56	60.11R612	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	25.00	L.F.	185.00	$4,625.00	
57	60.12D06	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	45.00	L.F.	75.00	$3,375.00	
58	60.12D08	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	1,700.00	L.F.	245.00	$416,500.00	
59	60.12D12	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	35.00	L.F.	215.00	$7,525.00	
60	60.13M0A24	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	3.00	TONS	19,500.00	$58,500.00	
61	61.11DMM06	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	6.00	EACH	4,500.00	$27,000.00	
62	61.11DMM08	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	5,300.00	$10,600.00	
63	61.11TWC03	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	200.00	$200.00	
64	61.11TWC04	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	210.00	$210.00	
65	61.12DMM06	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	6.00	EACH	500.00	$3,000.00	
66	61.12DMM08	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	925.00	$1,850.00	
67	61.12TWC03	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	65.00	$65.00	
68	61.12TWC04	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	85.00	$85.00	
69	62.11SD	FURNISHING AND DELIVERING HYDRANTS	6.00	EACH	9,500.00	$57,000.00	
70	62.12SG	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	6.00	EACH	8,900.00	$53,400.00	
71	62.13RH	REMOVING HYDRANTS	5.00	EACH	1,000.00	$5,000.00	
72	62.14FS	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	12.00	EACH	975.00	$11,700.00	
73	63.11VC	FURNISHING AND DELIVERING VARIOUS CASTINGS	6.00	TONS	1,000.00	$6,000.00	
74	64.11EL	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	3.00	EACH	100.00	$300.00	
75	64.11ST	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	35.00	EACH	750.00	$26,250.00	
76	64.12COEG	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	20.00	L.F.	5.00	$100.00	
77	64.12COLT	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	20.00	L.F.	5.00	$100.00	
78	64.12ESEG	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	20.00	L.F.	5.00	$100.00	
79	64.12ESLT	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	170.00	L.F.	5.00	$850.00	
80	64.13WC08	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	2.00	EACH	125.00	$250.00	
81	65.11BR	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	500.00	LBS.	0.01	$5.00	

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: HED-578
ePIN: 85023B0060

TOTAL BID PRICE: $3,527,085.50

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col.8
Seq. No	Item Number	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
82	65.21PS	FURNISHING AND PLACING POLYETHYLENE SLEEVE	1,000.00	L.F.	2.00	$2,000.00	Unit price bid shall not be less than: $ 2.00
83	65.31FF	FURNISHING, DELIVERING AND PLACING FILTER FABRIC	13,000.00	S.F.	0.25	$3,250.00	Unit price bid shall not be less than: $ 0.25
84	65.51PC	FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50	5.00	C.Y.	10.00	$50.00	
85	65.61SS	FURNISHING, DELIVERING AND PLACING STRUCTURAL, REINFORCING AND MISCELLANEOUS STEEL	350.00	LBS.	0.10	$35.00	
86	65.71SG	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	40.00	C.Y.	75.00	$3,000.00	
87	7.13 B	MAINTENANCE OF SITE	24.00	MONTH	12,200.00	$292,800.00	Unit price bid shall not be less than: $ 12,200.00
88	7.35	PEDESTRIAN CHANNELIZER	2,500.00	L.F.	2.00	$5,000.00	
89	7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	1.00	L.S.	1,000.00	$1,000.00	Unit price bid shall not be less than: $ 1,000.00
90	7.88 AB	RODENT BAIT STATIONS	300.00	EACH	65.00	$19,500.00	Unit price bid shall not be less than: $ 65.00
91	7.88 AC	BAITING OF RODENT BAIT STATIONS	300.00	EACH	11.00	$3,300.00	Unit price bid shall not be less than: $ 11.00
92	7.88 AD	WATERBUG BAIT APPLICATIONS	100.00	BLOCK	75.00	$7,500.00	Unit price bid shall not be less than: $ 75.00
93	70.21DK	DECKING	400.00	S.Y.	30.00	$12,000.00	Unit price bid shall not be less than: $ 30.00
94	70.31FN	FENCING	4,700.00	L.F.	1.50	$7,050.00	Unit price bid shall not be less than: $ 1.50
95	70.51EO	EXCAVATION OF BOULDERS IN OPEN CUT	150.00	C.Y.	75.00	$11,250.00	Unit price bid shall not be less than: $ 75.00
96	70.61RE	ROCK EXCAVATION	150.00	C.Y.	1.00	$150.00	
97	70.71SB	STONE BALLAST	50.00	C.Y.	15.00	$750.00	Unit price bid shall not be less than: $ 15.00
98	70.81CB	CLEAN BACKFILL	760.00	C.Y.	65.00	$49,400.00	Unit price bid shall not be less than: $ 15.00
99	70.91SW12	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	1,000.00	S.F.	0.01	$10.00	
100	73.11AB	ADDITIONAL BRICK MASONRY	15.00	C.Y.	62.50	$937.50	Unit price bid shall not be less than: $ 62.50
101	73.21AC	ADDITIONAL CONCRETE	15.00	C.Y.	62.50	$937.50	Unit price bid shall not be less than: $ 62.50
102	73.31AE0	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)	200.00	C.Y.	20.00	$4,000.00	Unit price bid shall not be less than: $ 20.00
103	73.41AG	ADDITIONAL SELECT GRANULAR BACKFILL	35.00	C.Y.	15.00	$525.00	Unit price bid shall not be less than: $ 15.00
104	73.51AS	ADDITIONAL STEEL REINFORCING BARS	1,000.00	LBS.	1.00	$1,000.00	Unit price bid shall not be less than: $ 1.00
105	76.11CR	CONSTRUCTION REPORT	1.00	L.S.	10,000.00	$10,000.00	
106	76.21MR	MONITORING AND POST-CONSTRUCTION REPORT	1.00	L.S.	1,000.00	$1,000.00	
107	8.01 C1	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	423.00	TONS	60.00	$25,380.00	Unit price bid shall not be less than: $ 60.00
108	8.01 C2	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	4.00	SETS	2,500.00	$10,000.00	Unit price bid shall not be less than: $ 2,500.00
109	8.01 H	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	106.00	TONS	375.00	$39,750.00	Unit price bid shall not be less than: $ 375.00
110	8.01 S	HEALTH AND SAFETY	1.00	L.S.	300.00	$300.00	Unit price bid shall not be less than: $ 300.00
111	8.01 W1	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	5.00	DAY	1,700.00	$8,500.00	Unit price bid shall not be less than: $ 1,700.00
112	8.01 W2	SAMPLING AND TESTING OF CONTAMINATED WATER	5.00	SETS	1,600.00	$8,000.00	Unit price bid shall not be less than: $ 1,600.00
113	8.02 A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	13,300.00	S.F.	0.10	$1,330.00	
114	8.02 B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	1,350.00	L.F.	0.10	$135.00	
115	8.08	VARIABLE MESSAGE BOARD	1.00	EACH	100.00	$100.00	
116	9.04 HW	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE	1.00	F.S.	10,000.00	$10,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 10,000.00
117	9.23	PRICE ADJUSTMENTS	1.00	F.S.	10,000.00	$10,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 10,000.00
118	9.99	FLASHING ARROW BOARD	1.00	EACH	250.00	$250.00	
119	HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	1.00	F.S.	200,000.00	$200,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 200,000.00
120	JB-FS-CE	CON EDISON JB FIXED SUM	1.00	F.S.	58,206.00	$58,206.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 58,206.00
121	JB-FS-VZ	ECS-VERIZON JB FIXED SUM	1.00	F.S.	10,000.00	$10,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 10,000.00
122	UTL-6.01.1 (CE)	GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (S6.01)	10.00	EACH	1,200.00	$12,000.00	Unit price bid shall not be less than: $ 1,200.00
123	UTL-6.01.9 (CE)	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01)	30.00	EACH	485.00	$14,550.00	Unit price bid shall not be less than: $ 485.00
124	UTL-6.03 (CE)	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03)	130.00	L.F.	15.00	$1,950.00	Unit price bid shall not be less than: $ 15.00
125	UTL-6.03.1A (CE)	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR CON EDISON WORK ONLY) (S6.03)	10.00	L.F.	30.00	$300.00	Unit price bid shall not be less than: $ 30.00

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: **HED-578**
ePIN: **85023B0060**

TOTAL BID PRICE: **$3,527,085.50**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col.8
Seq. No	**Item Number**	**Item Description**	**Engineer's Estimate of Quantity**	**Unit**	**Unit Price**	**Extended Amount**	**Price Criteria**
126	UTL-6.04 (CE)	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04)	10.00	EACH	35.00	$350.00	Unit price bid shall not be less than: $ 35.00
127	UTL-6.05 (CE)	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05)	30.00	EACH	65.00	$1,950.00	Unit price bid shall not be less than: $ 65.00
128	UTL-6.06 (CE)	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06)	80.00	C.Y.	180.00	$14,400.00	Unit price bid shall not be less than: $ 180.00
129	UTL-6.07 (CE)	TEST PITS FOR GAS FACILITIES (S6.07)	10.00	C.Y.	100.00	$1,000.00	Unit price bid shall not be less than: $ 100.00
130	UTL-6.09A (CE)	TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS (FOR CON EDISON WORK ONLY). (S6.09)	40.00	C.Y.	200.00	$8,000.00	Unit price bid shall not be less than: $ 200.00
131	UTL-GCS-2WS (CE)	GAS INTERFERENCES AND ACCOMMODATIONS	1.00	F.S.	30,000.00	$30,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 30,000.00
		SUBTOTAL				**$3,277,085.50**	
132	6.39 B	MOBILIZATION	1.00	L.S.	$250,000.00	$250,000.00	BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.

BID SUBMISSION FORM

Bidder Name: Inter Contracting Corp.

Procurement Title: 85023B0060-HED-578 REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE, THE BRONX

RFx Name: 85023B0060-HED-578 REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE, THE BRONX

The above-named bidder affirms and declares:

1. The bidder has completed and submitted all required information for the above procurement in the PASSPort system;
2. Any discrepancy between the bid price listed on this Bid Submission Form and the bid information submitted in PASSPort may result in the agency finding the bid non-responsive; and
3. This bid is being submitted in accordance with New York State General Municipal Law § 103.

Total Bid Price: ~~$3,527,085.50~~ MM
(a/k/a Total Amount) 3,605,385.50

Bidder Signature

EIN (if applicable): 20-4575508

(EIN must match the EIN of the entity that submitted bid information in PASSPort)

Bidder Name: Inter Contracting Corp.

By: Michael Mutino, Pres.

(Name of Partner of Corporate Officer)

Signature:

(Signature of Partner of Corporate Officer)

Project References

A. Contracts completed by the bidder

List all contracts substantially completed within the last 4 years, up to a maximum of 10 projects, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount ($000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
EC-WMC22 Citywide Emerg. WM	Emergency WM	$18mm	1/23	DEP-Tom Deluney 347.865.0489	
GE363 Citywide Emerg. WM	Emergency WM	$19.1mm	1/22	DEP-Tom Deluney 347.865.0489	
SE855 Glenwood Rd., Brooklyn	Sewer+WM	$40mm	10/21	DDC-Kevin Lin 646.864.4976	
GE361 Citywide Emerg. WM	Emergency WM	$12mm	9/20	DEP-Tom Deluney 347.865.0489	
SEQ200463 Brookville Blvd., Queens	Sewer, WM, BMP	$13mm	2020	DDC	
SEX002263 Mace Ave., Bronx	Sewer+WM	$6mm	2020	DDC	

B. Contracts currently under construction by the bidder

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount ($000)	Subcontracted to Others ($000)	Uncompleted Portion ($000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/ Engineer Reference & Tel. No. (if different from owner)
EC-WMC23	Emerg. WM	$13mm	$2mm	$9mm	1/24	DEP-Tom Delaney 347.865.0484	

C. Pending contracts not yet started by the bidder

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount ($000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
WI-308 Wards Island WM	Water Main	$4mm	6/23	NYC DEP Lester Liang 718.595.3474	
BNY Parking Lot Reconst.	Hwy	$2mm	6/23	Jennifer Lee 718.407.5934	

INTER CONTRACTING CORP.

March 23, 2023

New York City Department of Design & Construction
30-30 Thomson Avenue
Long Island City, New York 11101

Re: Project ID: HED578
NYS Labor Law Section 220 Compliance

To Whom it May Concern:

Inter Contracting Corp. has successfully completed projects for the City of New York requiring compliance with this law. Inter Contracting Corp. employs experienced personnel who handle payroll and payroll reporting. In addition, Inter Contracting Corp. employs union laborers, operating engineers and timbermen/dock builders, whose wages meet or exceed the requirements of this law. Inter Contracting Corp. will fully comply with any NYS Labor Law Section 220 requirements.

35 Colonial Place Mount Vernon, NY 10550 | p. 914 863 0000 | F. 914 863 0135

INTER CONTRACTING CORP.

March 23, 2023

New York City Department of Design & Construction
30-30 Thomson Avenue
Long Island City, New York 11101

Re: Project ID: HED578
Method of Financing Project

Contract Value:	$3,527,085.50
Contract Term:	36 Months
Average Monthly Billings:	$97,974.60
2x Average Monthly Billings:	$195,949.20

This project will be financed with cash on hand.

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INTER CONTRACTING CORP.

March 23, 2023

New York City Department of Design & Construction
30-30 Thomson Avenue
Long Island City, New York 11101

Re: Project ID: HED578
List of Significant Pieces of Equipment to be Used on This Project

- Caterpillar 349 Excavator, Local Law 77 Compliant (Owned)
- Caterpillar 330 Excavator, Local Law 77 Compliant (Owned)
- (2) Caterpillar 326 Excavator, Local Law 77 Compliant (Owned)
- Caterpillar 324 Excavator, Local Law 77 Compliant (Owned)
- Caterpillar M316 Excavator, Local Law 77 Compliant (Owned)
- Komatsu PC228 Excavator, Local Law 77 Compliant (Owned)
- (6) Caterpillar 450 Backhoe, Local Law 77 Compliant (Owned)
- (3) Caterpillar 950 Wheel Loader, Local Law 77 Compliant (Owned)
- Caterpillar 938 Wheel Loader, Local Law 77 Compliant (Owned)
- (2) Caterpillar 272D Skid Steer, Local Law 77 Compliant (Owned
- Various Rollers, Local Law 77 Compliant (Owned)
- (6) Izusu NPR Box Truck with 185cfm Compressors (Owned)
- Krings Sheeting System (Owned)
- Frame & Plate Sheeting System (Owned)
- Trench Boxes, Various Sizes (Owned)
- Steel Road Plates (Owned)
- Water Main Tapping Machine (Owned)
- Pipe Laying Lasers, Rotary Lasers (Owned)
- Misc. Small Tools, Storage Containers, etc. (Owned)
- Various Foreman's Trucks, Pickup, Vans (Owned)
- Compressors & Various Hammers (Owned)
- Signs, Timber Curb, Pedestrian (bike) Racks, Barrels, etc. (Owned)
- Small Rollers, Tampers, etc. (Owned)

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INTER CONTRACTING CORP.

March 23, 2023

New York City Department of Design & Construction
30-30 Thomson Avenue
Long Island City, New York 11101

Re: Project ID: HED578
Proposed Suppliers & Subcontractors

Inter Contracting Corp plans to subcontract the following work:

- Rodent Survey
- Rodent & Waterbug Bait Stations
- Sawcutting
- Tree Consultant
- Tree Work
- TV Inspection
- Plumbing
- Photographs
- Trucking
- Street Lights

At this time, the subcontractors have not been selected. Please note that the subcontracts will be awarded in accordance with Article 17 and Article 77 of the contract.

Inter Contracting Corp has not purchased any materials for this project. However, we have relationships and credit with the following suppliers:

- T. Mina Pipe Supply	ESVP, DIP
- Coastal Pipeline Products	Precast, RCP
- Casa Redimix	Concrete
- RCA Asphalt	Asphalt
- General Foundries	Castings
- Suffolk Materials	Aggregates

35 Colonial Place Mount Vernon, NY 10550 | p. 914 863 0000 | F. 914 863 0135

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
1 Liberty Plaza, New York, New York 10006
Phone: (212) 513 – 6323
Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor X Subcontractor ___

1a. Are M/WBE goals attached to this project? Yes X No ___

2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___Minority Owned Business Enterprise
___Women Owned Business Enterprise
___Disadvantaged Business Enterprise
___Locally Based Business Enterprise
___Emerging Business Enterprise

2a. If you are certified as an **MBE**, **WBE**, **LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ____ No ____

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes___ No X

4. Is this project subject to a project labor agreement? Yes ____ No X

5. Are you a Union contractor? Yes X No ____ If yes, please list which local(s) you affiliated with 14, 15, 731, 1010, 1556

6. Are you a Veteran owned company? Yes ____ No X

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 20-4575508 — mmutino@intercontractingcorp.com
Employer Identification Number or Federal Tax I.D. — Email Address

8. Inter Contracting Corp.
Company Name

9. 35 Colonial Pl., Mt. Vernon, NY 10550
Company Address and Zip Code

10. Michael Mutino — 914.863.0000
Chief Operating Officer — Telephone Number

11. Same
Designated Equal Opportunity Compliance Officer — Telephone Number
(If same as Item #10, write "same")

12. Same
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: 60

14. Contract information:

(a) DDC
Contracting Agency (City Agency)

(b) 3,527,085.50
Contract Amount

(c) 85023B0060
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) 7/23
Projected Commencement Date

(f) 7/25
Projected Completion Date

(g) Description and location of proposed contract:

Mundy Lane, Bronx

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes X No___

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No X

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes X No___ If yes,

Date submitted: 3/20/23
Agency to which submitted: DDC
Name of Agency Person: _____
Contract No: _____
Telephone: _____

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No X

If yes,

(a) Name and address of OFCCP office.

_____

_____

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months? Yes___ No___

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No X

If yes, attach a list of such associations and all applicable CBA's.

PART II: DOCUMENTS REQUIRED

20. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

_____ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)

_____ (b) Disability, life, other insurance coverage/description

_____ (c) Employee Policy/Handbook

_____ (d) Personnel Policy/Manual

_____ (e) Supervisor's Policy/Manual

_____ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered

_____ (g) Collective bargaining agreement(s).

_____ (h) Employment Application(s)

_____ (i) Employee evaluation policy/form(s).

_____ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

___ (k) Sexual Harassment Policy

21. To comply with the Immigration Reform and Control Act of 1986 when and of whom does your firm require the completion of an I-9 Form?

(a) Prior to job offer	Yes___	No X
(b) After a conditional job offer	Yes X	No___
(c) After a job offer	Yes X	No___
(d) Within the first three days on the job	Yes X	No___
(e) To some applicants	Yes___	No X
(f) To all applicants	Yes___	No X
(g) To some employees	Yes X	No___
(h) To all employees	Yes X	No___

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.
They are kept in home office and available upon request.

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes___ No X

If yes, is the medical examination given:

(a) Prior to a job offer	Yes___	No___
(b) After a conditional job offer	Yes___	No___
(c) After a job offer	Yes___	No___
(d) To all applicants	Yes___	No___
(e) Only to some applicants	Yes___	No___

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

_____

_____

24. Do you have a written equal employment opportunity (EEO) policy? Yes X No___

If yes, list the document(s) and page number(s) where these written policies are located.

_____

_____

25. Does the company have a current affirmative action plan(s) (AAP)
_____Minorities and Women
_____Individuals with handicaps
_____Other. Please specify _____

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes X No___

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes X No___

If yes, attach an internal complaint log. See instructions.

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes X No___

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes X No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
Laborers must be fit and strong to perform manual labor.

30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No X

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

SIGNATURE PAGE

I, (print name of authorized official signing) Michael Mutino hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Inter Contracting Corp.
Contractor's Name

Michael Mutino — Pres.
Name of person who prepared this Employment Report — Title

Michael Mutino — Pres.
Name of official authorized to sign on behalf of the contractor — Title

914.863.0000
Telephone Number

Signature of authorized official — 3/23/23 Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/and or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this 23rd day of March 20 23

Notary Public — Authorized Signature — Date

ELIZABETH LEICHNAM
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Queens County
01LE6004261
MY COMMISSION EXPIRES 06/07/2

FOR OFFICIAL USE ONLY: File No.

FORM A. CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES

1. Do you plan to subcontractor work on this contract? Yes X No___

2. If yes, complete the chart below.

NOTE: All proposed subcontractors with a subcontract in excess of $750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT
		Trucking + Soil Disposal	Teamsters	$300,000

***If subcontractor is presently unknown, please enter the trade (craft name).**

OWNERSHIP CODES
- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column
(A) Apprentice
(TRN) Trainee

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification on the charts below.

Trade: Laborers

Union Affiliation, if applicable: 731, 1010, 1556

Total (Col. #1-10): 12

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): 8

Total Female (Col. #6 – 10): 0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	4	2	6							
H										
A										
TRN										
TOT	4	T2	6							

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

FOR OFFICIAL USE ONLY: File No._____

FORM B: PROJECTED WORKFORCE

Trade: Operating Engineers

Union Affiliation, if applicable: 14,15

Total (Col. #1-10): 2

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): 0

Total Female (Col. #6 – 10): 0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	2									
H										
A										
TRN										
TOT	2	T								

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column
(A) Apprentice
(TRN) Trainee

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade: Laborers

Union Affiliation, if applicable: 731, 1010, 1556

Total (Col. #1-10): 21

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): 11

Total Female (Col. #6 – 10): 0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	10	2	9							
H										
A										
TRN										
TOT	10	T 2	9							

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

FOR OFFICIAL USE ONLY: File No._____

FORM C: CURRENT WORKFORCE

Trade: Operating Engineers

Union Affiliation, if applicable: 14, 15

Total (Col. #1-10): 9

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): 2

Total Female (Col. #6 – 10): 1

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	6	1	1				1			
H										
A										
TRN										
TOT	6	T 1	1				1			

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

FOR OFFICIAL USE ONLY: File No._____

Small Business Services

careers
businesses
neighborhoods

Kevin D. Kim
Commissioner

1 Liberty Plaza
11th Floor
New York, NY 10006

212.513.6300 tel
212.618.8891 fax
711 NY Relay

DLS #223CY037

January 19, 2023

Mr. Michael Mutino
President
Inter Contracting Corp.
35 Colonial Place
Mount Vernon, NY 10550

RE: **Department of Environmental Protection (DEP) Contract**; Contract No. WI-308(R); Pin #82619WPC1226; Reconstruction of the City Water Line at Wards Island Wastewater Treatment Plant; Contract Value: **$4,467,501.00**; **Continued Certificate of Approval**.

Dear Mr. Mutino:

Please be advised that **Inter Contracting Corp.** has already received notice of its approval for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services (DLS) Certificate of Approval dated August 2, 2021 for DLS File No. 221CY245.

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above-referenced contract. This approval does not extend the initial 3-year approval **(August 2, 2021 – August 1, 2024)** referred to above.

If you have any questions, please call Judy Mitchell-Albert, Project Manager at (212) 513-9272 or e-mail her at jmitchell-albert@sbs.nyc.gov.

Very truly yours,

Miri Shpuza
Chief Vendor Compliance Officer
DEFO/Division of Labor Services

c: Jacqueline Christian (DEP)
Judy Mitchell-Albert (SBS)
File

NYC Mayor's Office of Contract Services

SCHEDULE B – M/WBE Utilization Plan

Part 1: M/WBE Participation Goals

Contract Overview (To be completed by contracting agency)

APT E-Pin# 8502020WM0006C
FMS Project ID# Hed-578
Project Title Replacement Of Distribution Water Main and Sanitary Sewer in Mundy Lane bet Cranford Ave
Agency PIN# TBD
Contracting Agency NYC Department of Design and Construction
Bid/Proposal Response Date TBD
Agency Address 30-30 Thomson Avenue
City Long Island City State NY ZIP 11101
Contact Person Tempestt B
Title M/WBE Outreach & Compliance Analyst
Telephone 718-391-2604
Email bellamyte@ddc.nyc.gov

Project Description (attach additional pages if necessary)

Replacement Of Distribution Water Main and Sanitary Sewer in Mundy Lane bet Cranford Ave

Bidder or proposer ☒ is required OR ☐ is not required to specifically identify the contact information of all M/WBE firms they intend to use as a subcontractor on this contract, including the M/WBE vendor name, address and telephone number in the space provided below in Part 2 Section 4.

M/WBE Participation Goals for Services

Enter the percentage amount for each category or for an unspecified Goal.

Prime Contract Industry: Construction

Category and Breakdown:

Unspecified 3.00 %
Black American 12.00 %
Hispanic American 5.00 %
Asian American ____ %
Women ____ %

Total Participation Goals 20.00 %
Line 1

Part 2: M/WBE Participation Plan

(To be completed by the bidder/proposer unless granted a full waiver, which must be submitted with the bid/proposal in lieu of this form)

Section 1: Prime Contractor Contact Information

Tax ID# 20-4575508
FMS Vendor ID# ____
Business Name Inter Contracting Corp.
Contact Person Michael Mutino
Business Address 35 Colonial Place
City Mt. Vernon State NY ZIP 10550
Telephone 914.863.0000
Email mmutino@intercontractingcorp.com

Section 3: Contractor M/WBE Utilization Plan

Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

☐ As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor: ☐ MBE ☐ WBE

☐ As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

☒ As a non-M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable.

Section 2: M/WBE Utilization Goal Calculation

Prime Contractor Adopting Agency Participation Goals
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.

Total Bid/Proposal Value $ 3,527,085.50
multiplied by x
Total Participation Goals 20.00 %
(Line 1 above)

Calculated M/WBE Participation Amount $ 705,417.10
Line 2

OR

Prime Contractor With Partial Waiver Approval Adopting Revised Participation Goals
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Revised M/WBE Participation Goals.

Total Bid/Proposal Value $ ____
multiplied by x
Total Revised Participation Goals ____ %

Calculated M/WBE Participation Amount $ ____
Line 3

Tax ID# 20-4575508

APT E-Pin# 8502020WM0006C

Section 4: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? 20.10 %

Enter a brief description of the type(s) and dollar value of subcontracts for all services you plan to subcontract if awarded this contract, along with the anticipated start and end dates for such subcontracts. For each item, indicate whether the work is designated for participation by an M/WBE. Where the contracting agency's solicitation has indicated a requirement that the bidder or proposer specifically identify the contact information of all M/WBEs they intend to use on this contract, vendors must also include the M/WBE vendor name, address and telephone number in the space provided below. Use additional sheets if necessary.

	Description of Work	Start Date (MM/YY)	End Date (MM/YY)	Planned $ Amount	Designated for M/WBE Y	Designated for M/WBE N	M/WBE Vendor Name	M/WBE Address	M/WBE Telephone
1.	Construction Report & Monitoring/Post-Const. F	07 / 23	07 / 24	$ 17,700.00	☒	☐			( ) -
2.	Crossing Guards	7 / 23	7 / 24	$ 113,400.00	☒	☐			( ) -
3.	Curb & Sidewalk	10 / 23	7 / 24	$ 167,000.00	☒	☐			( ) -
4.	Rodent Control	7 / 23	7 / 24	$ 12,400.00	☒	☐			( ) -
5.	Sawcutting	07 / 23	09 / 23	$ 4,000.00	☒	☐			( ) -
6.	Soil Sampling & Analysis	07 / 23	09 / 23	$ 17,700.00	☒	☐			( ) -
7.	Tree Consultant	07 / 23	07 / 24	$ 20,320.00	☒	☐			( ) -
8.	Tree Pruning, Removals, & Planting	07 / 23	07 / 24	$ 55,100.00	☒	☐			( ) -
9.	Trucking & Disposal of Cont. Non-Haz & Haz. S	07 / 23	07 / 24	$ 62,000.00	☒	☐			( ) -
10.	Trucking & Disposal of Excavated Soil	07 / 23	07 / 24	$ 233,000.00	☒	☐			( ) -

Section 5: Vendor Certification and Required Affirmations

I hereby:

1. *acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;*
2. *affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;*
3. *agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;*
4. *agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such Goals are modified by the Agency; and*
5. *agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such Goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.*

Signature _____ Date 4/20/23

Print Name Michael Molino Title Pres.

Tax ID# 20-4575508

APT E-Pin# 8502020WM0006C

Section 4: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? 20.10 %

Enter a brief description of the type(s) and dollar value of subcontracts for all services you plan to subcontract if awarded this contract, along with the anticipated start and end dates for such subcontracts. For each item, indicate whether the work is designated for participation by an M/WBE. Where the contracting agency's solicitation has indicated a requirement that the bidder or proposer specifically identify the contact information of all M/WBEs they intend to use on this contract, vendors must also include the M/WBE vendor name, address and telephone number in the space provided below. Use additional sheets if necessary.

	Description of Work	Start Date (MM/YY)	End Date (MM/YY)	Planned $ Amount	Designated for M/WBE Y	Designated for M/WBE N	M/WBE Vendor Name	M/WBE Address	M/WBE Telephone
1.	TV Inspection	07 / 23	07 / 24	$ 7,000.00	☒	☐			( ) -
2.		/	/	$	☒	☐			( ) -
3.		/	/	$	☒	☐			( ) -
4.		/	/	$	☒	☐			( ) -
5.		/	/	$	☒	☐			( ) -
6.		/	/	$	☒	☐			( ) -
7.		/	/	$	☒	☐			( ) -
8.		/	/	$	☒	☐			( ) -
9.		/	/	$	☒	☐			( ) -
10.		/	/	$	☒	☐			( ) -

Section 5: Vendor Certification and Required Affirmations

I hereby:

1. *acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;*
2. *affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;*
3. *agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;*
4. *agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such Goals are modified by the Agency; and*
5. *agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such Goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.*

Signature _____ Date 4/20/23

Print Name Michael Molino Title Pres.

Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

_____

_____

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
_____ ADDENDUMS

DDC CLIENT AGENCY:
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
PREPARED BY:
IN-HOUSE DESIGN
DATE PREPARED:
01/26/2023

VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HED-578

INFORMATION FOR BIDDERS CONTRACT PERFORMANCE AND PAYMENT BONDS PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE, ETC

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF THE BRONX
CITY OF NEW YORK

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

INFORMATION FOR BIDDERS

December 2021

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

INFORMATION FOR BIDDERS

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1. Description and Location of Work

The description and location of the work for which bids are requested are specified in the PASSPort RFx field "Description".

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in the PASSPort RFx, at which time they will be publicly opened and read aloud in the presence of the Commissioner or the Commissioner's or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

(1) All provisions required by law to be inserted in this Contract, whether actually inserted or not

(2) The Contract Drawings and Specifications

(3) The General Conditions, the General Requirements and the Special Conditions, if any

(4) The Contract

(5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and the Bid Booklet

(6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained in the PASSPort RFx.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in the PASSPort RFx. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in the PASSPort RFx.

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

(A) Pre-Bidding (Investigation) Viewing of Site - Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in The PASSPort RFx.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If the Commissioner finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with the Commissioner's written approval.

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.

11. Irrevocability of Bid

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in the PASSPort RFx, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Award

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

Restriction: No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date

for commencement of work by written notice to the bidder, the bidder at the bidder's option, may ask to be relieved of the bidder's obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

(a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and

(b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and

(c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and

(d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

(e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake therein is strictly prohibited.

(3) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

(1) Award to a certified New York City small, minority or woman-owned business entity bidder;

(2) Award to a New York City bidder;

(3) Award to a certified New York State small, minority or woman-owned business bidder;

(4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

(A) Rejection of Individual Bids: The Agency may reject a bid if:

(1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if

(2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if

(3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if

(4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

(1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or

(2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(B) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

(1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;

(2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and

(3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

23. Affirmative Action and Equal Employment Opportunity

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the Procurement and Sourcing Solutions Portal (PASSPort), a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and

file all disclosure information using PASSPort. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change.

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit www.nyc.gov/passport. Contact MOCS at passport@mocs.nyc.gov for additional information and technical support.

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2323.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in the PASSPort RFx questionnaire. The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in the PASSPort RFx. Bid security shall be returned to the bidder as follows:

(1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.

(2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.

(3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in the PASSPort RFx. The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

(1) a one-time bond in a form satisfactory to the City;

(2) a bank certified check or money order;

(3) obligations of the City of New York; or

(4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or

surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 215-364-6465; (2) through the Internet at https://www.fiscal.treasury.gov/surety-bonds/.

(E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of the bidder’s working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to the bidder’s proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a

completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of $1,000,000 or more and subcontractors with construction subcontracts of $750,000 or more. The required forms and information are included in the PASSPort Vendor Profile.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price,

arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

(1) the percentage, dollar amount and type of work to be subcontracted; and

(2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

(a) the name and address of each LBE that will be given a subcontract,

(b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and

(c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

(a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,

(b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and

(c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

(a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

(b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;

(c) written notification to association of small, minority and women contractors soliciting specific subcontractors;

(d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;

(e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;

(f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:

(i) The names, address and telephone numbers of LBE firms that are contacted;

(ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;

(iii) Documentation showing that no reasonable price can be obtained from LBE firms;

(iv) A statement of why agreements with LBE firms were not reached;

(g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and

(h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until its meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested,

as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The Bid Submission Requirements are set forth in the PASSPort RFx.

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS FOR CONSTRUCTION CONTRACTS

January 2020

THE DDC SAFETY REQUIREMENTS FOR CONSTRUCTION CONTRACTS INCLUDE THE FOLLOWING SECTIONS:

I. POLICY ON SITE SAFETY

II. PURPOSE

III. DEFINITIONS

IV. RESPONSIBILITIES

V. SAFETY QUESTIONNAIRE

VI. SITE SAFETY PLAN

VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW

VIII. EVALUATION DURING WORK IN PROGRESS

IX. SAFETY PERFORMANCE EVALUATION

I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC contracts must, at a minimum, comply with the most current versions of all applicable federal, state and city laws, rules, and regulations, including without limitation:

- Code of Federal Regulations, Title 29, Part 1926 (29 CFR 1926) and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA);
- Federal Highway Administration – Manual on Uniform Traffic Control Devices (MUTCD);
- New York Codes, Rules and Regulations (NYCRR), Title 12, Part 23 – Protection in Construction, Demolition and Excavation Operations;
- New York Codes, Rules and Regulations (NYCRR), Title 16, Part 753 – Protection of Underground Facilities;
- New York City Administrative Code, Title 28 – New York City Construction Codes;
- Rules of the City of New York, Title 15, Chapter 13 – Rules Pertaining To the Prevention of the Emission of Dust from Construction Related Activities;
- Rules of the City of New York, Title 15, Chapter 28 – Citywide Construction Noise Mitigation;
- Rules of the City of New York, Title 34 Chapter 2 – NYCDOT Highway Rules.

The Contractor will be required to comply with all new and/or revised federal, state and city laws, rules, and regulations, issued during the course of the project, at the expense of the Contractor without any additional costs to the DDC.

II. PURPOSE

The purpose of this policy is to ensure that Contractors perform their work and supervise their employees in accordance with all applicable federal, state and city rules and regulations. Further, Contractors will be expected to minimize or eliminate jobsite and public hazards, through a planning, inspection, auditing and corrective action process. The goal is to control risks so that injuries, illnesses, and accidents to contractors' employees, DDC employees and the general public, as well as damage to city-owned and private property, are reduced to the lowest level feasible.

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO will mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer (CCPO).

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them. This individual will have completed, at a minimum an authorized 30-hour OSHA Construction Safety Course. The Contractor may be required to provide more than one competent person due to construction operations and based on the number of active work sites.

Construction Safety Auditor: A representative of the Office of Construction Safety who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site audits, reviewing safety plans, reviewing construction permits, drawings, verifying Contractor's compliance with applicable federal, state and city laws, rules, regulations, and DDC Contract Safety Requirements, etc. and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Office of Construction Safety: A unit of DDC Safety and Site Support that assesses contractor's safety on DDC jobsites and advises responsible parties of needed corrective actions.

Registered Construction Superintendent: For certain projects, as defined in New York City Construction Codes – Title 28, the contractor will provide a Construction Superintendent registered with the NYC Department of Buildings and responsible for all duties as defined in Chapter 33 of Title 1 of the Rules of the City of New York.

Contractor: For purposes of these Safety Requirements, the term "Contractor" will mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" will include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System ("JOCS Contract"), and (3) a subcontract with a CM/Builder ("First Tier Subcontract").

Daily Safety Job Briefing: Daily jobsite safety briefings, given to all jobsite personnel at project site by the Contractor before work begins and/or if hazards or potential hazards are discovered while working, with the purpose of discussing the scheduled activities for the day, the hazards related to these activities, activity specific safety procedures, and Job Hazard Analysis associated with the scheduled construction work. Daily jobsite briefings will be documented, available at the jobsite, and will include at a minimum, topics, name and signature of the person conducting the briefing session, names and signatures of attendants, name of the designated competent person, contactor's name, DDC Project ID, date, time, and location.

Director – Office of Construction Safety: Responsible for the operations of the Office of Construction Safety and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job tasks and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards. A JHA will be documented, available at the jobsite and will include at a minimum work tasks, being performed, identified hazards, control methods for the identified hazards, contractor's name, DDC Project ID, location, date, name and signature of certifying person. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

Qualified Person: As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design, maintenance and protection of traffic, and excavation protective system, among others.

Project Site: Those areas indicated in the Contract Documents where the Work is to be performed.

Project Safety Representative: The designated Project Safety Representative will have at a minimum an OSHA 30-hour Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. This individual will be responsible to oversee safety performance of the required construction work, conduct documented daily safety inspections, and implement corrective actions to maintain a safe work site. The Project Safety Representative must have sufficient experience and skills necessary to thoroughly understand the health and safety hazards and controls and must have authority to undertake corrective actions. A dedicated full-time Project Safety Representative may be required on large projects and projects deemed by DDC to be particularly high risk. DDC reserves the right to request a dedicated full-time Project Safety Representative for any reason at any time during the course of the project at the expense of the Contractor without any additional costs to the DDC. The full-time Project Safety Representative will be present at the site during all work activities.

Resident Engineer ("RE"): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. The RE may be a consultant retained by DDC, including a Construction Management (CM) or Resident Engineer Inspection (REI) firm. If DDC has retained a CM, REI or other consultant firm to perform management and oversite for the Project (e.g., CM-Builder, CM-Design-Builder, Project Manager, Program Manager), that CM, REI or other consultant is the Resident Engineer for purposes of these Safety Requirements.

Safety Questionnaire: Used by DDC to evaluate Contractor's current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified

and updated annually or as requested by the DDC.

Site Safety Manager: For certain projects, as defined in New York City Construction Codes – Title 28, the Contractor will provide a Site Safety Manager with a Site Safety Manager License issued by the New York City Department of Building.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a DDC project. The Site Safety Plan will identify the project work scope, identify hazards associated with the project work and include project specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan will be submitted within 30 days from the Award Date or as otherwise directed and is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site.

Unsafe or Unhealthy Condition: A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property, or the environment.

Weekly Safety Meetings: Weekly jobsite safety meetings, given to all jobsite personnel by Contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site. Weekly safety meetings will be documented and will include at a minimum, topics, name and signature of the person conducting the meeting, names and signatures of attendees, contractor's name, DDC Project ID, date, and location.

Work: The construction required by the Contractor's Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project. For the purposes of these Safety Requirements, the term "Work" includes all Utility Interference work (commonly referred to as "Section U", "EP-7", and "Joint Bid" work) performed in association with this Contract.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects will conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

A. Resident Engineer

1. Review and facilitate Contractor(s) Site Safety Plan submittals to DDC for acceptability.
2. Notify the Office of Construction Safety of the commencement of construction work.
3. Develop and implement a training verification process to ensure that all CM/REI, consultant, Contractor, and subcontractor employees are properly trained. Maintain all applicable initial and refresher training records and assures documentation availability on site.
4. Maintain documentation of and attend weekly safety meetings and daily safety job briefings.
5. Assure that Contractor(s) JHA's are current to reflect the work tasks being performed, hazards, and control methods to mitigate the identified hazards. Verify that all employees at the job site are trained on the JHAs and maintain supporting documentation on site.
6. Assure adequate planning for all critical construction activities (crane operation, excavation, confined space entry, etc.) including coordination between Contractor(s) /DDC/ other Agencies as required.
7. Maintain custody of all construction related permits, plans, approvals, drawings, etc., related to the project and assure their availability on site.
8. Recognize, minimize, or eliminate jobsite and public hazards, through required planning, inspection, verification, and corrective action process.
9. Monitor the conditions at the site for conformance with the Contractor's Site Safety Plan, DDC policies, permits, and all applicable regulations and documentation that pertain to construction safety.
10. Notify the Contractor and DDC immediately upon determination of any condition or activity existing which is not in compliance with the Contractor's Site Safety Plan, applicable federal, state or local codes or any

condition that presents a potential risk of injury to the public or workers or possible damage to property. Direct the Contractor to provide such labor, materials, equipment, and supervision to remedy such conditions.

11. Notify the Office of Construction Safety and the ACCO's Insurance and Risk Management Unit of project-related accidents, incidents, and near misses as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure within two (2) hours.
12. In case of an accident, incident, or near miss, RE is responsible to protect the integrity of the accident site including but not limited to: the safeguarding of all evidence, documentation of all personnel on site at the time of the accident, gather facts related to all accidents, incidents, or near miss, and prepare required DDC Construction Accident Report as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure. Maintain all records pertaining to accidents, incidents, and near miss and have them available upon request.
13. Notify the Office of Construction Safety within two (2) hours of the start of an inspection by any outside/ regulatory agency personnel, including NYS, OSHA, NYC DOB or any other City/State/Federal oversight entity and forward a copy of the inspection report within one business day of its receipt.
14. Escort and assist Construction Safety Auditors during all field and record audits.
15. Report any emergency conditions to the Office of Construction Safety immediately.

Note: In addition to the responsibilities listed above, if the Resident Engineer is a CM/REI or other non-City party hired by the City to manage the Project, the Resident Engineer is also required to do the following:

16. Provide personnel who are certified and or trained appropriately for the requirements of the project.
17. Perform an investigation for any project-related accidents, incidents, and near misses. Within 24-hours of the time of the accident, incident, or near miss, the CM/REI will submit an investigation report to the Office of Construction Safety. Such report will include proposed remedial measures and implementation of corrective actions to prevent recurrence.

DDC reserves the right to request that the CM/REI replace any CM/REI personnel for any reason at any time during the project.

B. Construction Contractors

Note: For CM-Build and CM-Design-Build Projects, the CM will meet all requirements listed in this section, as well as the Resident Engineer section above.

1. Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
2. Submit a Site Safety Plan within 30 days from the Award Date or as otherwise directed. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. The Site Safety Plan will be revised and updated as necessary during the course of the project. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).
3. Designate and identify a Project Safety Representative in the Site Safety Plan. The Contractor will immediately notify the Office of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Project Safety Representative. In the event the primary designated Project Safety Representative is temporary unable to perform his or her duties, an alternate Project Safety Representative will be provided. Resumes, outlining the qualification and experience for the Project Safety Representative (s) will be included in the Site Safety Plan and available upon request. DDC reserves the right to request the Contractor to replace a Project Safety Representative for any reason at any time during the course of the project.
4. Designate and identify a Competent Person(s) in the Site Safety Plan. Contractor/subcontractor may be required to provide more than one competent person due to construction operations and based on a number of work tasks/areas. DDC reserves the right to request the Contractor to replace a Competent Person or provide additional Competent Person(s) for any reason at any time during the course of the project. The Competent Person will be present at the site during all work activities.
5. For certain projects, as defined in New York City Construction Codes – Title 28, designate and identify the Licensed Site Safety Manager or Registered Construction Superintendent. Resumes, outlining the qualification and experience for the Licensed Site Safety Manager or Registered Construction Superintendent will be included in the Site Safety Plan and available upon request. The Contractor will immediately notify the Office

of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Site Safety Manager and/or Construction Superintendent. In the event the primary designated Site Safety Manager or Construction Superintendent is temporarily unable to perform his or her duties, an alternate Licensed Site Safety Manager and/or Registered Construction Superintendent will be provided. The Office of Construction Safety must be informed of such change. DDC reserves the right to request the Contractor to replace Site Safety Manager or Construction Superintendent for any reason at any time during the course of the project.

6. Develop a written Job Hazard Analysis (JHA) that identifies safety hazards and control methods for project specific work tasks. A preliminary JHA will be included in the Site Safety Plan submitted by the Contractor. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop during the course of the project and will be present at the worksite and produced upon request.
7. Develop project specific safety procedures to protect employees, general public, and property during all construction activities for the duration of the project.
8. Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document new employee and site-specific safety orientation for all Contractor and subcontractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Project Safety Representative will conduct this training prior to mobilization and if necessary during the course of the project. Documentation will be provided to the RE.
9. Prior to performing any work on DDC projects all Contractor's and subcontractor's employees will, at a minimum, have successfully completed, within the previous five calendar years, an OSHA 10-hour construction safety course.

   All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space, etc.) will be provided to the RE prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review.
10. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Attendance at weekly safety meetings and daily job briefing sessions is mandatory. A written record of weekly safety meetings will be available upon request and job briefing sessions will be available at the worksite.
11. As part of the Site Safety Plan, prepare site specific procedures, such as maintenance and protection of traffic plan, steel erection plan, confined space program, fall protection plan, demolition plan, site specific emergency evacuation plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
12. Have immediately available for review at the project site where actual construction activities are being performed all applicable documentation, including but not limited to: JHAs for work tasks being performed, all required training records, MPT plan (where applicable), Noise and Dust Mitigation Plans, excavation protective system drawings (where applicable), Emergency Evacuation plan, fall protection program (where applicable), confined space program (where applicable), all required permits, daily job briefing records, all required documentation for crane operation (where applicable), daily inspection checklist, scaffold and sidewalk drawings (when applicable), safety data sheets for chemicals in use.
13. Comply with all federal, state and local safety and health rules, laws, and regulations.
14. Comply with all provisions of the Site Safety Plan.
15. Provide, replace, and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.). The project specific MPT plan will be developed, implemented, and reviewed during the course of the project.
16. The Project Safety Representative will conduct daily safety inspections, document the inspection results, implement corrective actions for the identified hazards. Maintain the inspection records and have them available upon request.
17. **Report unsafe or unhealthy conditions to the RE as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions. Should an imminent dangerous condition be discovered, Contractor will stop all work in the area of danger until corrections are made.**
18. Report all accidents, incidents and near misses involving injuries to workers or the general public, as well as property damage, to the RE within one (1) hour.
19. Following an accident or incident, unless otherwise directed, the Contractor will not remove or alter any equipment, structure, material, or evidence related to the accident or incident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury. Take

additional measures as necessary to secure the accident or incident site and to protect against any further injury or property damage.

20. The Contractor will perform an investigation into the root cause of the accident, incident, or near miss. Within 24 hours of an accident, incident, or near miss, the Contractor will prepare and submit to the RE a written investigation report detailing findings, corrective actions, and hazard mitigation implementation to prevent recurrence.
21. Notify the RE within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB, or others.
22. Maintain all records pertaining to all required safety compliance documents, accidents and incidents reports. DDC reserves the right to request copy of any records pertaining to the safety of the project and required by DDC and other federal, state, and city agencies, including but not limited to permits, training records, safety inspection records, drawings, equipment records, etc.
23. Cooperate with DDC Office of Construction Safety/ RE and address DDC recommendations on safety, which will in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor will submit a completed DDC Safety Questionnaire listing company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor will provide the requested information within 15 days.

The following criteria will be used by DDC in reviewing the Contractor's responsibility, which will be based on the information provided on the questionnaire:

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and

Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and

Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and

Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and

Criteria 5: Past safety performance on DDC projects (accidents; status of site safety plan submittals; etc.)

Criteria 6: OSHA violation history for the last three (3) years;

Criteria 7: Contractor will provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Office of Construction Safety may request, through the ACCO, more details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

VI. SITE SAFETY PLAN

Within thirty (30) days from the Award Date or as otherwise directed, the Contractor will submit the Site Safety Plan. The Site Safety Plan will identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. Due to the project work scope and project duration, the Office of Construction Safety may grant a conditional acceptance for a Site Safety Plan without all sections being complete. In a case of a "Conditional Acceptance" of a Site Safety Plan,

the Contractor will provide the remaining sections previously incomplete and/or not submitted for review and acceptance by the Office of Construction Safety prior to the commencement of the construction activities. The Office of Construction Safety reserves the right to withdraw the initial "Conditional Acceptance" if the Contractor fails to provide the remaining sections of a Site Safety Plan. Failure by the Contractor to submit an acceptable Site Safety Plan will be grounds for default.

Site Safety Plan requirements: The Site Safety Plan will be a written document and will apply to all project specific Contractor and subcontractor operations, and will have at a minimum, the following elements with each described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction). All Site Safety Plan sections will be numbered in the order listed below. For sections, which are not applicable for the type of the work being performed by the Contractor on DDC project, the Contractor will in writing indicate "Not applicable based on the project work scope." The Site Safety Plan will include Contractor's name, DDC project ID, project location (s), and development and revision dates. The Site Safety Plan will include the sections, attachments, and appendixes provided in the Site Safety Plan. All pages of the Site Safety Plan will be numbered. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).

1. Project Work Scope – Detailed information regarding work tasks that will be performed by Contractor and subcontractors under the project.
2. Responsibility and Organization – Contractor's organization chart with responsible personnel for the project, including titles, names, contact information, roles, and responsibilities. All Contractor's personnel required by the DDC Safety Requirements will be identified.
3. Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
4. Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE) to protect workers, property and general public, Contractor's name, project id, location, name and signature of a certifying person, hazard assessment date.
5. Protection of Public – Project specific procedures covering safety of the general public during all project construction activities.
6. Hazard Corrective Actions - Procedures for hazard identification, including responsible person(s), frequency of safety inspections, implementation of corrective actions, safety inspection checklist.
7. Accident/Exposure Investigation – Project specific procedures for accident/incident/near miss investigation and implementation of corrective actions. Accident/incident/near miss notification procedure of DDC project staff (timer frame and responsible personnel).
8. Recording and Reporting Injuries – Procedures to meet 29 CFR 1904 requirements.
9. First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
10. Project Specific Fire Protection and Prevention Program – Project specific procedures, including responsible staff, fire alarm system/methods, hot work procedures, etc.
11. Housekeeping Procedure.
12. Project Specific Illumination Procedure.
13. Project Specific Sanitation Procedure.
14. Personal Protective Equipment (PPE), including Respiratory Protection Program and Hearing Conservation Program, if required.
15. Hazard Communication Program – Contractor's Hazard Communication Program, responsible staff; training; SDS records, project specific list of chemicals; location of the program and SDS records.
16. Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
17. Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system/devices, evacuation procedure, procedure to account for employees after evacuation, etc.
18. Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
19. Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employee's exposure and protection, safety procedures, etc.

20. Material Handling, Storage, Use and Disposal – Project specific information regarding material storage, disposal, and handling: procedures, plan/drawings, etc.
21. Signs, Signals, and Barricades – Use of danger/warning signs, safety instruction signs, sidewalk closure and pedestrian fencing and barricades (if not included in the MPT plan), etc.
22. Tools – Hand and Power – Safety procedures for the type of tools to be used.
23. Scaffold – Project specific scaffold types, procedures, training requirements, scaffold drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; competent person, criteria for project specific scaffold, falling object protection, procedures for aerial lifts/scissor lifts.
24. Welding and Cutting – Project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits (if not covered by Contractor's Fire Prevention and Protection program, FDNY certificate requirements).
25. Electrical Safety – Project specific procedures, including lock out-tag out.
26. Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan, responsible staff.
27. Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
28. Excavation Safety – Competent person; excavation procedures; project specific protective system, including drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed.
29. Protection of Underground Facilities and Utilities Procedure, including responsible staff and responsibilities.
30. Concrete and Masonry Construction Procedures
31. Maintenance and Protection of Traffic Plan – Project specific MPT plan, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; flagmen training, public safety, etc.
32. Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person, fall protection plan, training requirements, etc.
33. Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
34. Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
35. Stairways and Ladders – Types of stairs and ladders, safety procedures, training requirements.
36. Alcohol and Drug Abuse Policy
37. Rodents and Vermin Controls
38. Toxic and Hazardous Substances – Safety procedures for substances that Contractor's and subcontractor's employees can be exposed on project.
39. Noise Mitigation Plan – Completed project specific Noise Mitigation Plan, and noise mitigation procedures.
40. Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
41. Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site, procedures
42. Dust Mitigation Plan – Completed project specific Dust Mitigation Plan, and dust mitigation procedures.
43. Working Over and Near Water. Diving Operations – safety procedures including personal protective equipment, fall protection, rescue services, etc.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the Contractor. The Contractor will conduct a site and task assessment to identify the tasks and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA will be communicated to all Contractor/subcontractor personnel on site. The JHA will include safety hazard identification and controls to protect employees, general public, and property.

The initial JHA will be included in the Contractor's Site Safety Plan and the current JHA form will be available at the construction site for reference. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

Prior to the start of construction activities on all DDC projects, RE will invite the Office of Construction Safety to the construction kick-off meeting. The Office of Construction Safety representative(s) will participate in this meeting with the Contractor and RE for the purpose of:

A. Reviewing DDC Contract Safety Requirements
B. Reviewing site-specific safety issues based on a project work scope, location, and any other factors which may impact safety of workers and general public.
C. Reviewing the Site Safety Plan and JHA requirements.
D. Reviewing Accident/Incident reporting and investigation procedures.
E. Reviewing designated safety contacts, roles, and responsibilities.
F. Discussing planned inspections and audits of the site by the Office of Construction Safety personnel.

VIII. EVALUATION DURING WORK IN PROGRESS

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

A. Use of a safety checklist by a representative of the Office of Construction Safety (or other designated DDC representative) and the RE during regular inspections and comprehensive audits of the job site. Field Exit Conferences will be held with the RE and Contractor Project Safety Representatives.
B. The RE will continually monitor the safety and environmental performance of the Contractor's employees and work methods. Deficiencies will be brought to the attention of the Contractor's Project Safety Representative on site for immediate correction. The RE will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies will be immediately reported to the Office of Construction Safety via telephone (718)391-1911.
C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director – Office of Construction Safety, or his/her designee will meet with the Contractor's Project Safety Representative and other representatives, the RE, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
D. If the deficiencies continue, the Commissioner may, without limitation, declare the Contractor in default.
E. The Contractor will within 1 hour inform the RE of all accidents/incidents/near misses including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE will notify the Office of Construction Safety as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure and will maintain a record of all Contractor accidents/incidents for the project.
F. The Contractor and the RE will notify the Office of Construction Safety within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

The Contractor's safety record, including accident/incident history and DDC safety inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project will be a reason to rate a Contractor unsatisfactory which may be reflected in the City's PASSPort system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

NOTICE TO BIDDERS

Please be advised that the following Riders to the March 2017 New York City Standard Construction Contract have been attached and incorporated in this Invitation for Bid:

- Rider regarding Non-Compensable Delays and Grounds for Extension;
- Rider regarding NYC Earned Safe and Sick Time Act.

Other than provisions specifically delineated in the Riders, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

RIDER TO NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (MARCH 2017) REGARDING NON-COMPENSABLE DELAYS AND GROUNDS FOR EXTENSION

The following provisions supersede the corresponding provisions in the March 2017 version of the New York City Standard Construction Contract:

1. Section **11.5.1** provides as follows:

   11.5.1 The acts or omissions of public or government bodies (other than **City** agencies) or of any third parties who are disclosed in the **Contract Documents,** or those third parties who are ordinarily encountered or who are generally recognized as related to the **Work**, including but not limited to, **Other Contractors**, utilities or private enterprises;

2. Section **11.5.6** provides as follows:

   11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability or failure to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government , quarantine restrictions, and freight embargoes; including the **City's** reasonable responses to any of the above; and

3. Section **13.3** provides as follows:

   13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

   13.3.1 By any of the acts or omissions of the **City**, its officials, agents or employees set forth in Articles **11.4.1.1** through **11.4.1.9**; or

   13.3.2 By or attributable to any of the items set forth in Articles **11.5.1** through **11.5.7**.

   13.3.3 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act ("ESSTA"), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the "Paid Safe and Sick Leave Law," requires covered employees (as defined in Admin. Code § 20-912) in New York City ("City") to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City's Department of Consumer and Worker Protection ("DCWP"), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq*. ("DCWP Rules").

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP's guidance and must comply with DCWP's subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City's administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.[1] Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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[1] Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions*. Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed $50.00 for each employee who was not given appropriate notice.

F. *Records*. An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Polices and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

March 2017

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CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

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WITNESSETH:

The parties, in consideration of the mutual agreements contained herein, agree as follows:

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as maybe specifically excluded, shall be deemed to be part of this **Contract**:

1.1.1 All provisions required by law to be inserted in this **Contract**, whether actuallyinserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation andProposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.

1.2 Should any conflict occur in or between the Drawings and Specifications, the **Contractor** shall be deemed to have estimated the most expensive way of doing the **Work**, unless the **Contractor** shall have asked for and obtained a decision in writing from the **Commissioner** of the **Agency** that is entering into this **Contract**, before the submission of its bid, as to what shall govern.

ARTICLE 2. DEFINITIONS

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

2.1.1 **"Addendum"** or **"Addenda"** shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 **"Agency"** shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

2.1.3 **"Agency Chief Contracting Officer" (ACCO)** shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

2.1.4 **"Allowance"** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

2.1.5 **"City"** shall mean the City of New York.

2.1.6 **"City Chief Procurement Officer" (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

2.1.7 **"Commissioner"** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.8 **"Comptroller"** shall mean the Comptroller of the City of New York.

2.1.9 **"Contract"** or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.10 **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.11 **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.12 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.13 **"Days"** shall mean calendar days, except where otherwise specified.

2.1.14 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

2.1.15 **"Engineering Audit Officer" (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.16 **"Extra Work"** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.17 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.18 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.21 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.22 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.23 **"Notice to Proceed" or "Order to Work"** shall mean the written notice issued bythe Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **"Other Contractor(s)"** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.27 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job

function, including but not limited to, equipment that ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impactdrills, threaders, benders, wrenches, socket tools, etc.

2.1.32 **"Specifications"** shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.33 **"Subcontractor"** shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 **"Substantial Completion"** shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 **"Work"** shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications,** and **Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship anddesign of the highest quality, to the satisfaction of the **Commissioner**.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications,** and **Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, orhis/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such rightto reject

create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** ("**PPB** Rules") in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB** Rules and a provision of this **Contract**, the **PPB** Rules shall take precedence.

5.3 Noise Control Code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** ("Administrative Code"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City** Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the **City** Department of Environmental Protection.

5.3.2 The **Contractor** agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 *et seq*. In accordance with such provisions, the **Contractor**, if the **Contractor** is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each **Site**, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the **City** Department of Environmental Protection. In addition, the **Contractor**'s certified Construction Noise Mitigation Plan is subject inspection by the **City** Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No **Contract Work** may take place at a **Site** unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the **Contractor** specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting

persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition,or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

5.4.1(e) "Public Works Contract" means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm)to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City** Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per

million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the **City Agency** letting this **Contract**.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City** Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand ($1,000) and ten thousand ($10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand ($20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the **City** known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition,or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used

solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor,** and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection withthe **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the

Contract shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICESAND INDEMNIFICATION

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism,it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract.** The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor**'s own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other AdditionalInsureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller,** the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation

Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to anyappropriate insurance carrier(s) in a timely and complete manner, the **Contractor**shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing orcontributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in the **Notice to Proceed** or the **Order to Work**. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Methodin the form of

a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the variousoperations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be

aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11,within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, inthe discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delayin the performance of this **Contrac**t necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the City shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**..

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards that were neitherknown nor reasonably ascertainable on a pre-bid inspection of the **Site**or review

of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project**'s geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Additional insurance and bond costs;

11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project-**specific storage, field office utilities and telephone, and field office consumables;

11.7.1.6 Labor escalation costs based on actual costs;

11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;

11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and

11.7.1.9 Extended home office overhead calculated based on the following formula:

(1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not

including change orders);

(2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;

(3) Multiply the result of item (2) by 7.25% for the total home office overhead;

(4) Multiply the result of item (3) by 7.25% for the total profit; and

(5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;

11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, hasnot progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extendsthe time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or thedefault in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect toany claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified bythe **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**
12.5 **Contractor** under the provision similar to the following provisions which apply to this Contract and have been or will be inserted in the contracts with such Other Contractors:

> 12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgmentor claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB**

Rules.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period ofdelay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multipleof six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a

waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor**'s approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the

Contractor either approving the **Contractor**'s proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer**'s/**Resident Engineer**'s inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete andno further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the**Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work:**

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work**and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.[1]For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor**'s industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the

[1] In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of $100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract.**

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy ofthe subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand ($50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq*.).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** accordingto the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sumsas may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statementfrom each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment,

transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the **Contract** and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means,such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be

limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.3.10

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all

persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract,** the **Commissioner** shall deduct,and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance

Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the

Work, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insuredand a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work**to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non- owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the**Subcontractor** doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this

Contract. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this **Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the**Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat ofa discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage toreal property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is requiredpursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assignedto the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissione**r prior to the expiration date of coverage of policies required under this**Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the

Commissioner of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure todo so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the**Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor** Insurance: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents

are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicableto the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** tothe extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever);or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., asreferred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract,**

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**,

or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** byauthorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expirationof the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the

premises into which the equipment and materials have been installed.

CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included inthe original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**.Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant toa written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity forthat item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty- five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of the item on the

basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor-**owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable)**,** as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (Fuel cost/gallon). In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work,** the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over

the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** inthe dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner** Inquiry. The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner** Determination. Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO,** and **Engineer**, **Resident Engineer**,**Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of **Commissioner's** Decision. The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 Presentation of Dispute to the **Comptroller**. Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) **Days** of its receipt of a decision by the **Commissioner,** the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the**Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency**representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisitebackground to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute orreport to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the

Commissioner's determination.

27.7.1 Form and Content of Petition by **Contractor**. The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner,** (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the **City** Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the **City** Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency** Response. Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City** Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The

Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON ATIME & MATERIALS BASIS

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the

Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have withrespect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with

the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolutionprocedure.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER ORARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance

of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing bythe **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issuean **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, all laborers, workers, and mechanics employed in the performance of the C**ontract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising outof or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection withthe

reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor**'s **Subcontractors** having subcontracts with a value in excess of $100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time[2]. Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the

[2] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

35.5.2(c) An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
iv. such employee's need to care for a child whose school or childcare providerhas been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the

employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken

by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

35.5.6 Records. An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 **Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and
$1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Polices and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of $1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry

to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of https://labor.ny.gov/stats/2012-2022- NYS- Employment-Prospects.xls). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the termsof the **ContrSact** and this Article 35.6 (l) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two- thousand five hundred dollars ($2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars ($500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other partsof the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on amonthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this Contract), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion,sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualifiedand available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty ($50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this

Contract; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code,as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repairof buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred ($100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicantfor employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, ratesof pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status,

disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the AdministrativeCode, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as

amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergencydoes in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixedpursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by

the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller,** where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City** Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor **Law**.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award

of a contract with the **City**, as well as any other sanctions provided for by**Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum asa civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Noticeof Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation **Law** Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices whichthe **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work**on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left

work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he orshe is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site** Laminated Identification Badges: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as acondition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On **Site**: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller,** such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million ($1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand ($750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be usedif approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract.**

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performanceof the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the City.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law**

Investigator(s), or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum priceor unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submitto the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5,

then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed,and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer**

thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT)or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intendedfor ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant

to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the

Commissioner's opinion, attributable to conditions within the **Contractor's** control; orif

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days**' notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work**in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shallbe entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose ofreducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forthin Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion,as certified by

the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to performthe **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be assertedwithin six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as thefacts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employeeof the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email addressspecified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and,unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre- paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the**Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

> 62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid forthe performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work,** labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor**'s purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract.** With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnishto the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall

have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of NewYork and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is

seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and inassessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party tothe hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility theperson has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity thathas a significant interest in an entity subject to penalties under Article 63.6, provided that the party

or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this
64.1.5 **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied tothe difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000) dollars and fifteen million ($15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items ina

Contract, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment willbe made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions ofthe Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent ofthe total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only ifthe **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work**is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value ofthe percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligibleto participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in

Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling toand from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative actionefforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in

accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor**to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strictaccordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**,

bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonablyhave been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner**'s written approval.

ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York ("Section 6-129") establishes the program for participation in City procurement ("M/WBE Program") by minority- owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6- 129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan") and are detailed below.

The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A: PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 to Task Orders issued pursuant to this Contract, as applicable.

The Participation Goals represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with DSBS as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If Participation Goals have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the Participation Goals, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If Participation Goals have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant Participation Goal, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant Participation Goal. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If Participation Goals have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE Participation Goals, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part 2 (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed non- responsive.

(ii) Participation Goals on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If Participation Goals have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. The contractor must engage in good faith efforts to meet the Participation Goals as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi- year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the Participation Goals. Such certification must occur prior to the firms' commencement of work. A list of city-certified MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6451, or by visiting or writing DSBS at One Liberty Plaza ., New York, New York, 10006, 11th floor. Eligible firms that have not yet

been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6- 129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an M/WBE Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the Participation Goals should be modified.

10. Pre-award waiver of the Participation Goals. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the Participation Goals in accordance with Section 6-129, which requests that Agency change one or more Participation Goals on the grounds that the Participation Goals are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the Participation Goals, a bidder, proposer, or contractor, as applicable, must complete Part 3 of Schedule B **and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing by email at MWBEModification@ddc.nyc.gov. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely.** Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the Participation Goals are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited

to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the Participation Goals when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its M/WBE Utilization Plan would be awarded to subcontractors.

12. If the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the Participation Goals to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the

efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an M/WBE Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the Participation Goals, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

14. If Participation Goals have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

15. If Participation Goals have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

The Contractor shall take notice that, if this solicitation requires the establishment of a M/WBE Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the M/WBE Utilization Plan.

1. Pursuant to DSBS rules, construction contracts that include a requirement for a M/WBE Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

2. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

3. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

4. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required Participation Goals.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129

or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any M/WBE Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any M/WBE Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) making a finding that the Contractor is in default of the Contract;
(d) terminating the Contract;
(e) declaring the Contractor to be in breach of Contract;
(f) withholding payment or reimbursement;
(g) determining not to renew the Contract;
(h) assessing actual and consequential damages;
(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
(k) taking any other appropriate remedy.

4. If an M/WBE Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its Participation Goals contained in its M/WBE Utilization Plan or the Participation Goals as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the Participation Goals and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Participation Goals, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6- 129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of

its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in PASSPort as caution data.

DocuSign Envelope ID: 41C826CE-7987-4C14-9273-BE083C3825C0

CONTRACT SIGNATURE PAGE

This Contract is entered by and between the City of New York ("City"), acting by and through the **DEPARTMENT OF DESIGN AND CONSTRUCTION**, and **INTER CONTRACTING CORP** ("Contractor").

This Contract consists of this contract signature page as well as the following documents ("Contract Documents") which are located in the Documents tab of the PASSPort record titled **85023B0060-HED-578** .

1. **(Question answer) - 1556 Letter.pdf - Apr 13 2023 4:03PM**
2. **(Question answer) - Consolidated OSHA Logs 2020.pdf - Apr 13 2023 4:03PM**
3. **(Question answer) - Consolidated OSHA Logs 2021.pdf - Apr 13 2023 4:03PM**
4. **(Question answer) - Consolidated OSHA Logs 2022.pdf - Apr 13 2023 4:03PM**
5. **(Question answer) - HED578 Bid Bond.pdf - Apr 13 2023 4:03PM**
6. **(Question answer) - HED-578_-_Bid_Schedule_02-15-2023.xlsx - Apr 13 2023 4:03PM**
7. **(Question answer) - Incidents Explanation.pdf - Apr 13 2023 4:03PM**
8. **(Question answer) - Inter Local 1010.pdf - Apr 13 2023 4:03PM**
9. **(Question answer) - Inter Local 731.pdf - Apr 13 2023 4:03PM**
10. **(Question answer) - Local 14 Letter.pdf - Apr 13 2023 4:03PM**
11. **(Question answer) - Local 15 Letter.pdf - Apr 13 2023 4:03PM**
12. **(Question answer) - QUALIFICATION_FORM.pdf - Apr 13 2023 4:03PM**
13. **Broker's Certification - Apr 18 2023 3:20PM**
14. **DDC_PASSPort_Bid_information_2022-04-28 - Apr 13 2023 4:03PM**
15. **Disability Insurance - Apr 18 2023 3:21PM**
16. **HED-578 - Contract Drawings [Addendum 1] - Apr 13 2023 4:03PM**
17. **HED-578 Addendum 1 - Apr 13 2023 4:03PM**
18. **HED-578 Addendum 2 - Apr 13 2023 4:03PM**
19. **HED-578 Addendum 3 - Apr 13 2023 4:03PM**
20. **HED578 Insurance Certificate - Apr 18 2023 3:25PM**
21. **HED-578 Volume 2 - Apr 13 2023 4:03PM**
22. **NOTICE TO BIDDERS-COVID R4 - Apr 13 2023 4:03PM**
23. **Proposal/Bid - Apr 13 2023 4:03PM**
24. **RFx Document - Apr 13 2023 4:03PM**
25. **Security / Bond - Apr 18 2023 3:24PM**
26. **Street-Sidewalk Obstruction Permit-Addendum3 - Apr 13 2023 4:03PM**
27. **Street-Sidewalk Opening Permit-Addendum3 - Apr 13 2023 4:03PM**
28. **V1_Infra_Bid_Booklet - Apr 13 2023 4:03PM**
29. **Volume 3 - Apr 20 2023 2:38PM**
30. **Worker's Compensation - Apr 18 2023 3:25PM**

The above order does not represent an order of precedence. The Contract shall be governed by the order of precedence, if any, in the Contract Documents or by ordinary contract principles if no such order of precedence exists.

Each party is signing this Contract electronically on the date stated in that party's electronic signature.

The City of New York
By: **DEPARTMENT OF DESIGN AND CONSTRUCTION**

DocuSigned by:
ERIC MACFARLANE
1A87ABA0188B41C...

(Signature)

Name: ERIC MACFARLANE

Title: First Deputy Commissioner

Date: 4/25/2023 | 10:24:12 PDT

Contractor
By: **INTER CONTRACTING CORP**

DocuSigned by:
Michael Mutino
B2491AF2F9CE4AB...

(Signature)

Name: Michael Mutino

Title: President

Date: 4/25/2023 | 10:17:52 PDT

PERFORMANCE BOND #1

Performance Bond #1 (4 Pages): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA")for participation in its Bond Guarantee Program.

Bond No.: 30184902

PERFORMANCE BOND #1 (Page 1)

KNOW ALL PERSONS BY THESE PRESENTS:,

That we, _____

Inter Contracting Corp., 35 Colonial Place, Mount Vernon , NY 10550

hereinafter referred to as the "Principal,"

and, _____

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of _____

Three Million Five Hundred Twenty Seven Thousand Eighty Five and 50/100

($ 3,527,085.50) Dollars, lawful money of the United States for the payment of whichsaid sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

Project ID: HED-578 Replacement of Distribution Water Main and Sanitary Sewer in Mundy Lane, Bronx

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth infull;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be nulland void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the Citythat the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost tocomplete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2)fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city thecost of completion plus any applicable damages and costs under option (1) above, or to commence anddiligently perform the Work specified in the Contract, including physical site work, within twenty-five
(25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other timeas agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the costof completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected byany extension of time, modification, omission, addition, or change in or to the said Contract or the Workto be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions,changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things doneand omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed $100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid forthe completion of the Contract as if such sums had not been paid to the Principal, but shall not provide abasis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

12th day of April, 20 23 .(Seal)

Inter Contracting Corp. (L.S.)
Principal

(Seal)

By:

Surety
Western Surety Company

By: Susan Lupski
Susan Lupski, Attorney-In-Fact
Surety

(Seal)

By:
Surety

(Seal)

By:
Surety

(Seal)

By:
Surety

(Seal)

By:

Bond Premium Rate $14.40/M Sliding Scale Rate

Bond Premium Cost $38,600.00

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by aduly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the numberof counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Queens ss:

On this 13th day of April, 20 23 before me personally came Michael Mutino, to me known, who, being by me duly sworn did depose and say that he/she residesat Ridgewood, NJ; that he/she is the President of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Elizabeth L

Notary Public or Commissioner of Deeds.

ELIZABETH FIORELLA NOTARY PUBLIC STATE OF NEW YORK Qualified in Queens County 01LE6004261 MY COMMISSION EXPIRES 06/07/

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of_____ County of_____ ss:

On this_____ day of_____, 20_____ before me personally came_____, to me known, who, being by me duly sworn did dispose and say that he/she residesat _____; that he/she is_____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act ofsaid partnership.

_____

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of_____ County of_____ ss:

On this_____ day of_____, 20_____ before me personally came_____, to me known, who, being by me duly sworn did depose and say that he/she residesat _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Camille Maitland, Gerard S Macholz, George O Brewster, Thomas Bean, Robert T Pearson, Vincent A Walsh, Susan Lupski, Dana Granice, Katherine Acosta, Colette R Chisholm, Michelle Wannamaker, Desiree Cardlin, Ian Williams, Individually

of Uniondale, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of August, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 25th day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of April, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this April 12, 2023 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Western Surety Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Western Surety Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.

Notary Public

LAURAJEAN MURTAGH
Notary Public, State of New York
Registration No. 01MU6319758
Qualified in Nassau County
Commission Expires 02/23/2027

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds	$ 1,963,735,416
Stocks	16,356,743
Cash, cash equivalents, and short-term investments	842,484
Receivables for securities	50,000
Investment income due and accrued	18,288,449
Premiums and considerations	58,660,094
Amounts recoverable from reinsurers	31,089,427
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	16,569,622
Receivable from parent, subsidiaries, and affiliates	-
Other assets	1,385
Total Assets	$ 2,105,593,621

LIABILITIES AND SURPLUS

Losses		$ 191,034,021
Loss adjustment expense		52,287,429
Commissions payable, contingent commissions and other similar charges		12,200,032
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,809,360
Federal and foreign income taxes payable		6,216,918
Unearned premiums		288,685,277
Advance premiums		7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)		6,756,776
Amounts withheld or retained by company for account of others		9,359,697
Provision for reinsurance		280,055
Payable to parent, subsidiaries and affiliates		10,262,438
Payable on security transactions		-
Other liabilities		149,612
Total Liabilities		$ 589,010,150
Surplus Account:		
Common stock	$ 4,000,000	
Gross paid in and contributed surplus	286,896,195	
Unassigned funds	1,225,687,276	
Surplus as regards policyholders		$ 1,516,583,471
Total Liabilities and Capital		$ 2,105,593,621

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:

"OFFICIAL SEAL"
YOLANDA JIMENEZ
Notary Public, State Of Illinois
My Commission Expires 09/24/2025
Commission No. 542740

By Yolanda Jimenez
Notary Public

PAYMENT BOND

Use for any contract for which a Payment Bond is required. Bond No.: 30184902

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

Inter Contracting Corp., 35 Colonial Place, Mount Vernon , NY 10550

hereinafter referred to as the "Principal", and _____

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Three Million Five Hundred Twenty Seven Thousand Eighty Five and 50/100

($3,527,085.50) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

Project ID: HED-578 Replacement of Distribution Water Main and Sanitary Sewer in Mundy Lane, Bronx

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain infull force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies,as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the rightof the City to require a bond containing the foregoing provisions, and they do hereby further expressly waiveany defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their handsand seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed andthese presents to be signed by their proper officers, this 12th day of April, 2023.

(Seal) Inter Contracting Corp. (L.S.)Principal

By:

(Seal) Western Surety Company Surety

By: Susan Lupski
Susan Lupski, Attorney-In-Fact

(Seal) _____ Surety

By: _____

(Seal) _____ Surety

By: _____

(Seal) _____ Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by aduly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the numberof counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 13th day of April, 2023, before me personally came Michael Notino to me known, who, being by me duly sworn did depose and say that he resides at Ridgewood, NJ that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

ELIZABETH LEICHNAM STATE OF NEW YORK NOTARY PUBLIC Qualified in Queens County 01LE6004261 MY COMMISSION EXPIRES 06/07/26

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of_____County of_____ss:

On this_____day of_____,_____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of_____County of_____ss:

On this _____ day of_____,_____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bondis executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Camille Maitland, Gerard S Macholz, George O Brewster, Thomas Bean, Robert T Pearson, Vincent A Walsh, Susan Lupski, Dana Granice, Katherine Acosta, Colette R Chisholm, Michelle Wannamaker, Desiree Cardlin, Ian Williams, Individually

of Uniondale, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of August, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 25th day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of April, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this April 12, 2023 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Western Surety Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Western Surety Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.

Notary Public

LAURAJEAN MURTAGH
Notary Public, State of New York
Registration No. 01MU6319758
Qualified in Nassau County
Commission Expires 02/23/2027

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds		$ 1,963,735,416
Stocks		16,356,743
Cash, cash equivalents, and short-term investments		842,484
Receivables for securities		50,000
Investment income due and accrued		18,288,449
Premiums and considerations		58,660,094
Amounts recoverable from reinsurers		31,089,427
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		16,569,622
Receivable from parent, subsidiaries, and affiliates		-
Other assets		1,385
Total Assets		$ 2,105,593,621

LIABILITIES AND SURPLUS

Losses		$ 191,034,021
Loss adjustment expense		52,287,429
Commissions payable, contingent commissions and other similar charges		12,200,032
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,809,360
Federal and foreign income taxes payable		6,216,918
Unearned premiums		288,685,277
Advance premiums		7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)		6,756,776
Amounts withheld or retained by company for account of others		9,359,697
Provision for reinsurance		280,055
Payable to parent, subsidiaries and affiliates		10,262,438
Payable on security transactions		-
Other liabilities		149,612
Total Liabilities		$ 589,010,150
Surplus Account:		
Common stock	$ 4,000,000	
Gross paid in and contributed surplus	286,896,195	
Unassigned funds	1,225,687,276	
Surplus as regards policyholders		$ 1,516,583,471
Total Liabilities and Capital		$ 2,105,593,621

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:

"OFFICIAL SEAL"
YOLANDA JIMENEZ
Notary Public, State Of Illinois
My Commission Expires 09/24/2025
Commission No. 542740

By Yolanda Jimenez
Notary Public

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Alliant Insurance Services, Inc.
[Name of broker or agent (typewritten)]

333 Earle Ovington Blvd, Uniondale, NY 11553
[Address of broker or agent (typewritten)]

Connor.Baker@alliant.com
[Email address of broker or agent (typewritten)]

(516) 414-8278 / (877) 308-1070
[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

Connor Baker, Account Manager - Lead
[Name and title of authorized official, broker, or agent (typewritten)]

State of New York)
) ss.:
County of Nassau)

Sworn to before me this 12th day of April 2023

Desiree Cardlin

NOTARY PUBLIC FOR THE STATE OF NEW YORK

DESIREE CARDLIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6150043
Qualified in Suffolk County
Commission Expires July 24, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd
Uniondale NY 11553

CONTACT NAME: Connor Baker
PHONE (A/C, No, Ext): 516-414-8900 FAX (A/C, No):
E-MAIL ADDRESS: connor.baker@alliant.com

INSURED INTECON-05
Inter Contracting Corp.
35 Colonial Place
Mount Vernon NY 10550

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Travelers Property Casualty Co	25674
INSURER C : Starr Indemnity and Liability	38318
INSURER D : Indian Harbor Insurance Compan	36940
INSURER E : Phoenix Insurance Company	25623
INSURER F : Berkley Regional Insurance Com	29580

COVERAGES **CERTIFICATE NUMBER:** 1297400562 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			VTC2K-CO-5G429542-IND-22	8/1/2022	12/31/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			VT2NKCAP-9R826631-IND-22	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
F	UMBRELLA LIAB X OCCUR			BCS 8800088-10	8/1/2022	12/31/2023	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-2W456015-22-25-G	12/31/2022	12/31/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability			1000585254221	8/1/2022	12/31/2023	Occ/Agg	$9,000,000
D	Pollution/Professional Liability			PEC005199303	5/14/2022	5/14/2023	Occ/Agg	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project ID: HED-578 - Replacement of Distribution Water Main, Mundy Lane Bronx

City of New York, including its officials and employees, ConEd, and Verizon are included as Additional Insured as required by written contract.

CERTIFICATE HOLDER

New York City Department of Design and Construction
30-30 Thomson Avenue
Long Island City NY 11101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Schedule of endorsement CG D3 61 03 05, Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization, is amended to add the following:

Names of Additional Insured Person(s) or Organization(s):

The City of New York, including its officials and employees

Location of Covered Operations:

Any project to which a written contract with a person or organization described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Schedule of endorsement CG 20 37 07 04, Additional Insured - Owners, Lessees or Contractors - Completed Operations, is amended to add the following:

Name Of Additional Insured Person(s) Or Organization(s):

The City of New York, including its officials and employees

Location And Description Of Completed Operations

Any project to which a written contract with a person or organization described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

POLICY NUMBER VTC2K-CO-5G429542-IND- 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

The City of New York, including its officials and employees

Location of Covered Operations:

SEE CG T8 00

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER: VTC2K-CO-5G429542-IND- 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of New York, including its officials and employees

Location And Description Of Completed Operations

SEE CG T8 01

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Inter Contracting Corp. 35 Colonial Place Mount Vernon, NY 10550 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (914) 863-0000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 20-4575508
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York City Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101	3a. Name of Insurance Carrier Phoenix Insurance Company 3b. Policy Number of Entity Listed in Box "1a" UB-2W456015-22-25-G 3c. Policy effective period 12/31/2022 to 12/31/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Patrick Ledwith
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Patrick Ledwith 4/12/2023
(Signature) (Date)

Title: Technical Assistant

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

INTER CONTRACTING CORP
35 COLONIAL PLACE

MOUNT VERNON NY 10550

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

914-723-2300

1c. Federal Employer Identification Number of Insured or Social Security Number

204575508

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY 11101

3a Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b Policy Number of Entity Listed in Box "1a"

LNY-621621

3c Policy effective period

10/01/2021 to 09/30/2023

4. Policy provides the following benefits:

- [x] **A. Both disability and paid family leave benefits.**
- [ ] **B. Disability benefits only.**
- [ ] **C. Paid family leave benefits only.**

5. Policy covers:

- [x] **A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law**
- [ ] **B. Only the following class or classes of employer's employees:**

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 07/26/2022 *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 **Name and Title:** Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Alliant Insurance Services, Inc.
[Name of broker or agent (typewritten)]

333 Earle Ovington Blvd, Uniondale, NY 11553
[Address of broker or agent (typewritten)]

Connor.Baker@alliant.com
[Email address of broker or agent (typewritten)]

(516) 414-8278 / (877) 308-1070
[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

Connor Baker, Account Manager - Lead
[Name and title of authorized official, broker, or agent (typewritten)]

State of New York)
) ss.:
County of Nassau)

Sworn to before me this 12th day of April 2023

Desiree Cardlin

NOTARY PUBLIC FOR THE STATE OF NEW YORK

DESIREE CARDLIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6150043
Qualified in Suffolk County
Commission Expires July 24, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd
Uniondale NY 11553

CONTACT NAME: Connor Baker
PHONE (A/C, No, Ext): 516-414-8900 FAX (A/C, No):
E-MAIL ADDRESS: connor.baker@alliant.com

INSURED INTECON-05
Inter Contracting Corp.
35 Colonial Place
Mount Vernon NY 10550

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Travelers Property Casualty Co	25674
INSURER C : Starr Indemnity and Liability	38318
INSURER D : Indian Harbor Insurance Compan	36940
INSURER E : Phoenix Insurance Company	25623
INSURER F : Berkley Regional Insurance Com	29580

COVERAGES **CERTIFICATE NUMBER:** 1297400562 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			VTC2K-CO-5G429542-IND-22	8/1/2022	12/31/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			VT2NKCAP-9R826631-IND-22	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
F	UMBRELLA LIAB X OCCUR			BCS 8800088-10	8/1/2022	12/31/2023	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-2W456015-22-25-G	12/31/2022	12/31/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability			1000585254221	8/1/2022	12/31/2023	Occ/Agg	$9,000,000
D	Pollution/Professional Liability			PEC005199303	5/14/2022	5/14/2023	Occ/Agg	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project ID: HED-578 - Replacement of Distribution Water Main, Mundy Lane Bronx

City of New York, including its officials and employees, ConEd, and Verizon are included as Additional Insured as required by written contract.

CERTIFICATE HOLDER

New York City Department of Design and Construction
30-30 Thomson Avenue
Long Island City NY 11101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Schedule of endorsement CG D3 61 03 05, Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization, is amended to add the following:

Names of Additional Insured Person(s) or Organization(s):

The City of New York, including its officials and employees

Location of Covered Operations:

Any project to which a written contract with a person or organization described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Schedule of endorsement CG 20 37 07 04, Additional Insured - Owners, Lessees or Contractors - Completed Operations, is amended to add the following:

Name Of Additional Insured Person(s) Or Organization(s):

The City of New York, including its officials and employees

Location And Description Of Completed Operations

Any project to which a written contract with a person or organization described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

POLICY NUMBER VTC2K-CO-5G429542-IND- 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

The City of New York, including its officials and employees

Location of Covered Operations:

SEE CG T8 00

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Includes copyrighted material of Insurance Services Office, Inc. with its permission.

POLICY NUMBER: VTC2K-CO-5G429542-IND- 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of New York, including its officials and employees

Location And Description Of Completed Operations

SEE CG T8 01

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Inter Contracting Corp. 35 Colonial Place Mount Vernon, NY 10550 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (914) 863-0000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 20-4575508
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York City Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101	3a. Name of Insurance Carrier Phoenix Insurance Company 3b. Policy Number of Entity Listed in Box "1a" UB-2W456015-22-25-G 3c. Policy effective period 12/31/2022 to 12/31/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Patrick Ledwith
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Patrick Ledwith 4/12/2023
(Signature) (Date)

Title: Technical Assistant

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

INTER CONTRACTING CORP
35 COLONIAL PLACE

MOUNT VERNON NY 10550

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

914-723-2300

1c. Federal Employer Identification Number of Insured or Social Security Number

204575508

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY 11101

3a Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b Policy Number of Entity Listed in Box "1a"

LNY-621621

3c Policy effective period

10/01/2021 to 09/30/2023

4. Policy provides the following benefits:

- [x] **A. Both disability and paid family leave benefits.**
- [ ] **B. Disability benefits only.**
- [ ] **C. Paid family leave benefits only.**

5. Policy covers:

- [x] **A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law**
- [ ] **B. Only the following class or classes of employer's employees:**

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 07/26/2022 *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 **Name and Title:** Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to New York Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to Labor Law section 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: laborlaw@comptroller.nyc.gov or Bureau of Labor Law, Attn: Paul Brumlik, Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007.

Pursuant to Labor Law § 220 (3-a) (a), the appropriate schedule of prevailing wages and benefits must be posted in a prominent and accessible place at all public work sites along with the Construction Poster provided on our web site at comptroller.nyc.gov/wages. In addition, covered employees must be given the appropriate schedule of prevailing wages and benefits along with the Worker Notice provided on our web site at the time the public work project begins, and with the first paycheck to each such employee after July first of each year.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the

New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:

https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

1) **Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or**
2) **Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or**
3) **Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.**

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Paul Brumlik
Director of Classifications
Bureau of Labor Law

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ASBESTOS HANDLER
SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.21
Supplemental Benefit Rate per Hour: $50.43

Blaster - Hydraulic Trac Drill

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $51.35
Supplemental Benefit Rate per Hour: $50.43

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.02
Supplemental Benefit Rate per Hour: $50.43

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.00
Supplemental Benefit Rate per Hour: $50.43

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.00
Supplemental Benefit Rate per Hour: $50.43

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.38
Supplemental Benefit Rate per Hour: $47.35
Supplemental Note: For time and one half overtime - $70.58 For double overtime - $93.80

Overtime Description

For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates
On jobs requiring two (2) or three (3) shifts, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars ($2.00) per hour. The third shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars and twenty-five cents ($2.25) per hour.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.23
Supplemental Benefit Rate per Hour: $37.75

Overtime Description
Time and one half the regular rate after a 7 hour day. If working on a job that is predominately Pointer, Cleaner, Caulker work, then Time and one half the regular rate after an 8 hour day.

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.05
Supplemental Benefit Rate per Hour: $47.83

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineered Structures and Building Foundations including all form work)

Heavy Construction Work

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.16
Supplemental Benefit Rate per Hour: $54.26

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineered Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.78
Supplemental Benefit Rate per Hour: $44.44

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $40.19
Supplemental Benefit Rate per Hour: $17.75

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $47.65

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive 112% of the straight time hourly rate. Benefit fund contributions shall be paid at the straight time rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.42
Supplemental Benefit Rate per Hour: $23.10

Tank Helper

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $28.76
Supplemental Benefit Rate per Hour: $23.10

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
1/2 day on Christmas Eve if work is performed in the A.M.
Christmas Day
1/2 day on New Year's Eve if work is performed in the A.M.

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)
Employed for three (3) years.....two (2) weeks vacation (80 hours)
Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

SICK LEAVE:
Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.28
Supplemental Benefit Rate per Hour: $30.20
Supplemental Note: $34.20 on Saturdays; $38.20 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $35.80
Supplemental Benefit Rate per Hour: $22.20
Supplemental Note: $24.20 on Saturdays; $26.20 on Sundays & Holidays

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day before Christmas Day
1/2 day before New Year's Day

Shift Rates

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement & Concrete Workers District Council 16)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.77
Supplemental Benefit Rate per Hour: $41.01
Supplemental Note: Supplemental benefit time and one half rate: $71.97; Double time rate: double the base supplemental benefit rate.

Overtime Description
Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday. Four Days a week at Ten (10) hours straight time is allowed.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates
For off shift work, (at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $42.54
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $43.88
Supplemental Benefit Rate per Hour: $31.35

Core Driller Helper

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $33.47
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $34.47
Supplemental Benefit Rate per Hour: $31.35

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $30.12
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $31.02
Supplemental Benefit Rate per Hour: $31.35

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $26.78
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $27.58
Supplemental Benefit Rate per Hour: $31.35

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $23.43
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $24.13
Supplemental Benefit Rate per Hour: $31.35

Overtime Description
Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates
When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive two dollars ($2.00) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.76
Supplemental Benefit Rate per Hour: $56.24

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.20
Supplemental Benefit Rate per Hour: $44.97

Overtime Description
The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $73.03
Supplemental Benefit Rate per Hour: $54.26

Diver Tender (Marine)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $52.57
Supplemental Benefit Rate per Hour: $54.26

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.16
Supplemental Benefit Rate per Hour: $54.26

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.17
Supplemental Benefit Rate per Hour: $53.95
Supplemental Note: Over 40 hours worked: at time and one half rate - $24.00; at double time rate - $32.00

Driver - Tractor Trailer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.32
Supplemental Benefit Rate per Hour: $52.40
Supplemental Note: Over 40 hours worked: at time and one half rate - $23.25; at double time rate - $31.00

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.88
Supplemental Benefit Rate per Hour: $52.40
Supplemental Note: Over 40 hours worked: at time and one half rate - $23.25; at double time rate - $31.00

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work commencing between 6:00 P.M. and 4:30 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $40.89
Supplemental Benefit Rate per Hour: $47.85
Supplemental Note: Over 40 hours worked: time and one half rate $18.68; double time rate $24.90

Overtime Description

For Paid Holidays: Employees who do not work on a contractual holiday shall be compensated two (2) hours extra pay in straight time wages and benefits for every day on which the Employee does not pass up a day's work during the calendar week (Sunday through Saturday) of the holiday, up to a maximum of ten (10) hours in wages and eight (8) hours in benefit contributions for the holiday

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $59.00
Supplemental Benefit Rate per Hour: $57.84
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $61.00
Supplemental Benefit Rate per Hour: $60.06
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $88.50
Supplemental Benefit Rate per Hour: $59.74
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $91.50
Supplemental Benefit Rate per Hour: $62.02
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $69.23
Supplemental Benefit Rate per Hour: $65.68
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $71.57
Supplemental Benefit Rate per Hour: $68.14
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift Overtime after 7.5 hours)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $103.85
Supplemental Benefit Rate per Hour: $67.90
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $107.36
Supplemental Benefit Rate per Hour: $70.45
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $77.54
Supplemental Benefit Rate per Hour: $72.31
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $80.17
Supplemental Benefit Rate per Hour: $74.99
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift Overtime after 7 hours)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $116.31
Supplemental Benefit Rate per Hour: $74.80

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $120.26
Supplemental Benefit Rate per Hour: $77.57
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate

when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is $24.36, effective 04/13/2023 the supplemental benefit rate is $24.78 - See * Supplemental Benefit Rate per Hour Note above.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $31.25
Supplemental Benefit Rate per Hour: $25.30
First and Second Year "M" Wage Rate Per Hour: $26.75
First and Second Year "M" Supplemental Rate: $22.88

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $31.25
Supplemental Benefit Rate per Hour: $26.55
First and Second Year "M" Wage Rate Per Hour: $26.75
First and Second Year "M" Supplemental Rate: $24.13

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $46.88
Supplemental Benefit Rate per Hour: $27.28
First and Second Year "M" Wage Rate Per Hour: $40.13
First and Second Year "M" Supplemental Rate: $24.57

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $46.88
Supplemental Benefit Rate per Hour: $28.53
First and Second Year "M" Wage Rate Per Hour: $40.13
First and Second Year "M" Supplemental Rate: $25.82

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2022 - 3/8/2023
Wage Rate per Hour: $35.40
Supplemental Benefit Rate per Hour: $19.79
Supplemental Note: $17.91 only after 8 hours worked in a day

Effective Period: 3/9/2023 - 6/30/2023
Wage Rate per Hour: $36.40
Supplemental Benefit Rate per Hour: $20.67
Supplemental Note: $18.80 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.
Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days

Plus one Personal Day per year

Sick Days:
One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2022 - 4/19/2023
Wage Rate per Hour: $59.00
Supplemental Benefit Rate per Hour: $59.85

Effective Period: 4/20/2023 - 6/30/2023
Wage Rate per Hour: $61.00
Supplemental Benefit Rate per Hour: $62.13
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2022 - 4/18/2023
Wage Rate per Hour: $44.66
Supplemental Benefit Rate per Hour: $45.27

Effective Period: 4/20/2023 - 6/30/2023
Wage Rate per Hour: $46.66
Supplemental Benefit Rate per Hour: $47.16
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2022 - 4/18/2023
Wage Rate per Hour: $38.61
Supplemental Benefit Rate per Hour: $41.00

Effective Period: 4/20/2023 - 6/30/2023
Wage Rate per Hour: $40.61
Supplemental Benefit Rate per Hour: $42.88
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.
Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.
Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate per Hour: $75.14
Supplemental Benefit Rate per Hour: $39.11

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate per Hour: $77.49
Supplemental Benefit Rate per Hour: $40.62

Overtime Description

For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation
Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate per Hour: $59.09
Supplemental Benefit Rate per Hour: $39.01

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate per Hour: $60.89
Supplemental Benefit Rate per Hour: $40.52

Overtime Description
For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $74.86
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $119.78

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar

nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $72.55
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $116.08

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $68.68
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $109.89

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $72.19
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $115.50

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $95.74
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $153.18

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.62
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $74.59

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.90
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $76.64

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.78
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $103.65

Engineer - Heavy Construction Service Mechanic

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunite Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $43.90
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $70.24

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $69.19
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime

Shift Wage Rate: $110.70

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.57
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $103.31

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.44
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $77.50

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.47
Supplemental Benefit Rate per Hour: $43.81
Supplemental Note: $80.22 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $49.42
Supplemental Benefit Rate per Hour: $43.81
Supplemental Note: $80.22 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $61.15
Supplemental Benefit Rate per Hour: $43.81
Supplemental Note: $80.22 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.68
Supplemental Benefit Rate per Hour: $43.81
Supplemental Note: $80.22 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $42.49
Supplemental Benefit Rate per Hour: $25.50
Supplemental Note: Overtime Benefit Rate - $30.50 per hour (time & one half) $35.50 per hour (double time).

Instrument Person

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $34.64
Supplemental Benefit Rate per Hour: $25.50
Supplemental Note: Overtime Benefit Rate - $30.50 per hour (time & one half) $35.50 per hour (double time).

Rodperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.69
Supplemental Benefit Rate per Hour: $25.50
Supplemental Note: Overtime Benefit Rate - $30.50 per hour (time & one half) $35.50 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $66.46
Supplemental Benefit Rate per Hour: $40.09
Supplemental Note: Overtime Benefit Rate - $56.54 per hour (time & one half) $72.98 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.97
Supplemental Benefit Rate per Hour: $40.09
Supplemental Note: Overtime Benefit Rate - $56.54 per hour (time & one half) $72.98 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.90
Supplemental Benefit Rate per Hour: $40.09
Supplemental Note: Overtime Benefit Rate - $56.54 per hour (time & one half) $72.98 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $77.31
Supplemental Benefit Rate per Hour: $42.52
Supplemental Note: Overtime benefit rate - $60.06 per hour (time & one half), $77.60 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.97
Supplemental Benefit Rate per Hour: $42.52
Supplemental Note: Overtime benefit rate - $60.06 per hour (time & one half), $77.60 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.47
Supplemental Benefit Rate per Hour: $42.52
Supplemental Note: Overtime benefit rate - $60.06 per hour (time & one half), $77.60 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $71.98
Supplemental Benefit Rate per Hour: $42.07
Supplemental Note: Overtime benefit rate - $59.38 per hour (time & one half), $76.69 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.42
Supplemental Benefit Rate per Hour: $42.07
Supplemental Note: Overtime benefit rate - $59.38 per hour (time & one half), $76.69 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.05
Supplemental Benefit Rate per Hour: $42.07
Supplemental Note: Overtime benefit rate - $59.38 per hour (time & one half), $76.69 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $88.32
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $141.31

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $91.40
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $146.24

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $94.31
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $150.90

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $92.06
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $147.30

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $90.26
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $144.42

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $85.80
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $137.28

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $69.52
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $111.23

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.21
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $68.04

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $81.67
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $130.67

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $75.16
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $120.26

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.61
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $93.78

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $86.71
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $138.74

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $84.02
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $134.43

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $80.36
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $128.58

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.56
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $87.30

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $76.80
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $122.88

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $77.36
Supplemental Benefit Rate per Hour: $35.30

Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $123.78

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $110.56
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $176.90

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $85.80
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $137.28

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $83.63
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $133.81

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $70.88
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $113.41

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $91.66

Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.97
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $73.46
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $95.02
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $152.03

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $91.33
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $146.13

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.68
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $87.49

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine. (Public Works Only)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $52.10
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $83.36

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $73.28
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.94
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $86.78
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $91.86
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $81.38
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $80.52
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.09
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
For New House Car projects Wage Rate per Hour $51.21
For New House Car projects: Supplemental Benefit overtime hours: $49.85

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.
For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.05
Supplemental Benefit Rate per Hour: $47.83

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day

Shift Rates

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.55
Supplemental Benefit Rate per Hour: $50.04
Supplemental Note: Supplemental Benefit Overtime Rate: $75.07

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE
(For the Installation of Glass - All repair and maintenance work on a particular building.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non-commercial buildings), Glass tinting.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.40
Supplemental Benefit Rate per Hour: $25.32

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $38.05

Supplemental Benefit Rate per Hour: $19.10

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $38.05
Supplemental Benefit Rate per Hour: $19.60

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays
None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $62.71
Supplemental Benefit Rate per Hour: $41.91

Overtime Description
Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
None

Shift Rates
The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar ($1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

HOUSE WRECKER
(TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $38.23
Supplemental Benefit Rate per Hour: $30.97

House Wrecker - Tier B

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.46
Supplemental Benefit Rate per Hour: $23.38

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.65
Supplemental Benefit Rate per Hour: $61.62
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When two or three shifts are employed on a job, Monday through Friday, the second and third shift are paid eight and one half (8 ½) hours at the straight time rate for seven (7) hours of work, and ten (10) hours at the straight time rate for eight (8) hours of work. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work, and all overtime shall be paid at time and one-half the regular straight time rates but on Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.70
Supplemental Benefit Rate per Hour: $84.79
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.00
Supplemental Benefit Rate per Hour: $50.43

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, such as tree pruning, tree removing and spraying in connection with Green Infrastructure maintenance and the planting of street trees and trees in City parks, but not when such activities are performed as part of construction or reconstruction projects.)

Landscaper (Year 6 and above)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $35.06
Supplemental Benefit Rate per Hour: $17.55

Landscaper (Year 3 - 5)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $33.93
Supplemental Benefit Rate per Hour: $17.55

Landscaper (up to 3 years)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.09
Supplemental Benefit Rate per Hour: $17.55

Groundperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.09
Supplemental Benefit Rate per Hour: $17.55

Tree Remover / Pruner

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: $40.76
Supplemental Benefit Rate per Hour: $17.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.39
Supplemental Benefit Rate per Hour: $17.55

Watering - Plant Maintainer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $23.68
Supplemental Benefit Rate per Hour: $17.55

Overtime Description
For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates
Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $57.17

Supplemental Benefit Rate per Hour: $42.26

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $57.40
Supplemental Benefit Rate per Hour: $42.66

Marble Finisher

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $44.42
Supplemental Benefit Rate per Hour: $39.46

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $44.65
Supplemental Benefit Rate per Hour: $39.76

Marble Polisher

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $43.35
Supplemental Benefit Rate per Hour: $32.26

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $43.71
Supplemental Benefit Rate per Hour: $32.46

Marble Maintenance Finisher

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $27.01
Supplemental Benefit Rate per Hour: $13.99

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $27.17
Supplemental Benefit Rate per Hour: $14.23

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.95
Supplemental Benefit Rate per Hour: $31.99

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $37.69
Supplemental Benefit Rate per Hour: $26.10

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.88
Supplemental Benefit Rate per Hour: $20.42

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.40
Supplemental Benefit Rate per Hour: $51.30
Supplemental Note: For time and one half overtime - $63.05 For double overtime - $79.10

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Off-shift work outside of normal working hours shall receive straight time rate plus $12 per hour for the first eight (8) hours.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.80
Supplemental Benefit Rate per Hour: $55.96

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $52.75
Supplemental Benefit Rate per Hour: $44.37

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $51.14
Supplemental Benefit Rate per Hour: $44.37

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $51.14
Supplemental Benefit Rate per Hour: $44.37

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $43.00
Supplemental Benefit Rate per Hour: $38.78
Supplemental Note: $46.62 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $38.78
Supplemental Note: $46.62 on overtime

Overtime
Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - LINE STRIPING (ROADWAY)

Striping - Machine Operator

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $15.27
Supplemental Note: Overtime Supplemental Benefit rate - $15.90

Lineperson (Thermoplastic)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $43.00
Supplemental Benefit Rate per Hour: $15.27
Supplemental Note: Overtime Supplemental Benefit rate - $15.90

Striping Assistant & Traffic Safety

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $37.00
Supplemental Benefit Rate per Hour: $15.27
Supplemental Note: Overtime Supplemental Benefit rate - $15.90

Overtime Description

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

Overtime

Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation.

(Local #1010)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $32.51
Supplemental Benefit Rate per Hour: $10.92

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $33.46
Supplemental Benefit Rate per Hour: $10.92

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.01
Supplemental Benefit Rate per Hour: $10.92

ASSISTANT METAL POLISHER

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $25.31
Supplemental Benefit Rate per Hour: $10.44

ASSISTANT METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.26
Supplemental Benefit Rate per Hour: $10.44

ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.81
Supplemental Benefit Rate per Hour: $10.44

Overtime Description
All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Triple time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $45.54
Supplemental Benefit Rate per Hour: $22.29

Assistant Sign Painter

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $38.70
Supplemental Benefit Rate per Hour: $20.20

Overtime Description
If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation
At least 1 year of employment.....1 week
2 years or more of employment.....2 weeks
8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $49.83

Painter - Power Tool

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $59.50
Supplemental Benefit Rate per Hour: $49.83
Overtime Wage Rate: $6.50 above the "Painters on Structural Steel" overtime rate.

Overtime Description
Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift in order to work a second shift.

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.37

Supplemental Benefit Rate per Hour: $39.06
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.48
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.95
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.48
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
Memorial Day
Independence Day
Labor Day
Columbus Day

Thanksgiving Day

Paid Holidays

Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate since only one half (1/2) hour is allowed for meal time.
When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.03
Supplemental Benefit Rate per Hour: $28.79

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.95
Supplemental Benefit Rate per Hour: $31.99

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $72.50
Supplemental Benefit Rate per Hour: $41.45
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.08
Supplemental Benefit Rate per Hour: $33.08

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.60
Supplemental Benefit Rate per Hour: $19.96

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.35
Supplemental Benefit Rate per Hour: $29.73

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $69.73
Supplemental Benefit Rate per Hour: $28.48

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
(Exterior Building Renovation)

Journeyperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.83
Supplemental Benefit Rate per Hour: $30.10

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $45.25
Supplemental Benefit Rate per Hour: $37.56

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $52.10
Supplemental Benefit Rate per Hour: $55.18
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $41.68
Supplemental Benefit Rate per Hour: $55.18

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.12
Supplemental Benefit Rate per Hour: $12.01

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $49.05
Supplemental Benefit Rate per Hour: $27.76
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $28.85
Supplemental Benefit Rate per Hour: $3.93

Shipyard Mechanic - Second Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.07
Supplemental Benefit Rate per Hour: $3.79

Shipyard Laborer - First Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.48
Supplemental Benefit Rate per Hour: $3.77

Shipyard Laborer - Second Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $17.93
Supplemental Benefit Rate per Hour: $3.78

Shipyard Dockhand - First Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.15
Supplemental Benefit Rate per Hour: $3.70

Shipyard Dockhand - Second Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.04
Supplemental Benefit Rate per Hour: $3.61

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.79
Supplemental Benefit Rate per Hour: $59.56

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $61.30
Supplemental Benefit Rate per Hour: $59.89
Supplemental Note: Overtime supplemental benefit rate: $119.04

Steamfitter -Temporary Services

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.59
Supplemental Benefit Rate per Hour: $48.70

Overtime Description
Double time after a 7 hour day except for Temporary Services.

Overtime
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

Local 638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $43.85
Supplemental Benefit Rate per Hour: $19.96

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638-B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.16
Supplemental Benefit Rate per Hour: $50.17

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates
For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.47
Supplemental Benefit Rate per Hour: $30.01

Overtime
Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

Telecommunication Worker

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.03
Supplemental Benefit Rate per Hour: $23.15
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $22.84 for Staten Island only.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Lincoln's Birthday
Washington's Birthday

Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.40
Supplemental Benefit Rate per Hour: $35.56

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.41
Supplemental Benefit Rate per Hour: $40.11

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.05
Supplemental Benefit Rate per Hour: $53.94

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. Benefits for off-shift work shall be paid at the straight time rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $68.58
Supplemental Benefit Rate per Hour: $60.19

Tunnel Workers (Compressed Air Rates)

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $66.14
Supplemental Benefit Rate per Hour: $58.29

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $65.04
Supplemental Benefit Rate per Hour: $57.14

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $63.74
Supplemental Benefit Rate per Hour: $56.20

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $63.74
Supplemental Benefit Rate per Hour: $56.20

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $56.04
Supplemental Benefit Rate per Hour: $52.83

Blasters (Free Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $65.41
Supplemental Benefit Rate per Hour: $57.80

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $62.58
Supplemental Benefit Rate per Hour: $55.38

All Others (Free Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.84
Supplemental Benefit Rate per Hour: $51.26

Microtunneling (Free Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.06
Supplemental Benefit Rate per Hour: $44.30

Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.
For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.
For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #147)

UTILITY LOCATOR
(Locate & mark underground utilities for street excavation.)

Utility Locator (Year 7 and above)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.56
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 5 - 6)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.85
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 4)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.54
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 3)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.30
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 2)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.13
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 1)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.04
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Up to 1 year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $17.00
Supplemental Benefit Rate per Hour: $1.43
Supplemental Note: No benefits for the first 90 days of employment.

Overtime

Time and one half the regular rate for work on the following holiday(s).
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

Shift Rates

10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation

For up to 1 year	0 hours
For year 1 - 2	48 hours per year
For year 3 - 9	96 hours per year
For year 10 or more	144 hours per year

Sick Days:
For up to 1 year employee receives 40 hours paid sick leave.
For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.
For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.
For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

WELDER

TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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BOILERMAKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.57

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $35.54

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $37.51

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $39.48

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $41.45

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $43.42

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $45.39

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour For Building Apprentice: $19.80
Supplemental Benefit Rate Per Hour For Building Apprentice: $16.85

Wage Rate Per Hour For Heavy Apprentice: $24.60
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $36.26

Carpenter (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour For Building Apprentice: $22.80
Supplemental Benefit Rate Per Hour For Building Apprentice: $18.35

Wage Rate Per Hour For Heavy Apprentice: $30.20
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $36.26

Carpenter (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour For Building Apprentice: $27.05
Supplemental Benefit Rate Per Hour For Building Apprentice: $21.95

Wage Rate Per Hour For Heavy Apprentice: $38.58
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $36.26

Carpenter (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour For Building Apprentice: $34.93
Supplemental Benefit Rate Per Hour For Building Apprentice: $23.95

Wage Rate Per Hour For Heavy Apprentice: $46.97
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $36.26

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.27
Supplemental Benefit Rate per Hour: $16.55

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.70
Supplemental Benefit Rate per Hour: $17.68

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.28
Supplemental Benefit Rate per Hour: $17.81

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $38.90
Supplemental Benefit Rate per Hour: $17.96

(Carpenters District Council)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 53% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.79

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 69% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $19.72

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $21.30

(Cement Concrete Workers District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.92
Supplemental Benefit Rate per Hour: $15.61

Cement Mason (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.82
Supplemental Benefit Rate per Hour: $15.91

Cement Mason (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $30.22
Supplemental Benefit Rate per Hour: $16.02

(Local #780)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $24.60
Supplemental Benefit Rate Per Hour: $36.26

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $30.20
Supplemental Benefit Rate Per Hour: $36.26

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $38.58
Supplemental Benefit Rate Per Hour: $36.26

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $46.97

Supplemental Benefit Rate Per Hour: $36.26

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $15.68
Overtime Supplemental Rate Per Hour: $16.88

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $15.94
Overtime Supplemental Rate Per Hour: $17.17

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.50
Supplemental Benefit Rate per Hour: $16.47
Overtime Supplemental Rate Per Hour: $17.76

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $16.99
Overtime Supplemental Rate Per Hour: $18.35

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $17.52
Overtime Supplemental Rate Per Hour: $18.94

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $18.04
Overtime Supplemental Rate Per Hour: $19.53

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $18.56
Overtime Supplemental Rate Per Hour: $20.12

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $25.50
Supplemental Benefit Rate per Hour: $19.61
Overtime Supplemental Rate Per Hour: $21.30

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.75
Supplemental Benefit Rate per Hour: $22.88
Overtime Supplemental Rate Per Hour: $24.57

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.25
Supplemental Benefit Rate per Hour: $25.30
Overtime Supplemental Rate Per Hour: $27.28

Overtime Description
Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $33.38

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $34.64

Elevator (Constructor) - Second Year

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $33.96

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $35.24

Elevator (Constructor) - Third Year

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $35.10

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $36.43

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $36.24

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $37.63

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $33.33

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $34.59

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $33.90

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $35.18

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $35.03

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $36.37

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $36.17

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $37.55

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.47
Supplemental Benefit Rate per Hour: $30.97

Engineer - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $34.34
Supplemental Benefit Rate per Hour: $30.97

Engineer - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $37.77
Supplemental Benefit Rate per Hour: $30.97

Engineer - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $41.21
Supplemental Benefit Rate per Hour: $30.97

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $24.80

Operating Engineer - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $24.80

Operating Engineer - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate

Supplemental Benefit Per Hour: $24.80

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.80
Supplemental Benefit Rate per Hour: $16.83

Floor Coverer (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.80
Supplemental Benefit Rate per Hour: $18.33

Floor Coverer (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $32.05
Supplemental Benefit Rate per Hour: $21.93

Floor Coverer (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.93
Supplemental Benefit Rate per Hour: $23.93

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Glazier (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Glazier (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Glazier (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $20.00
Supplemental Benefit Rate per Hour: $14.25

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $20.00
Supplemental Benefit Rate per Hour: $14.75

Handler (Second 1000 Hours)

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $14.25

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $14.75

Handler (Third 1000 Hours)

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $24.00
Supplemental Benefit Rate per Hour: $14.25

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $24.00
Supplemental Benefit Rate per Hour: $14.75

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $26.00
Supplemental Benefit Rate per Hour: $14.25

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $26.00
Supplemental Benefit Rate per Hour: $14.75

(Local #78)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.80
Supplemental Benefit Rate per Hour: $10.67

House Wrecker - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.75
Supplemental Benefit Rate per Hour: $10.67

House Wrecker - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.25
Supplemental Benefit Rate per Hour: $10.67

House Wrecker - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.75
Supplemental Benefit Rate per Hour: $10.67

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.63
Supplemental Benefit Rate per Hour: $17.61

Iron Worker (Ornamental) - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.22
Supplemental Benefit Rate per Hour: $18.86

Iron Worker (Ornamental) - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.80
Supplemental Benefit Rate per Hour: $20.12

Iron Worker (Ornamental) - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.38
Supplemental Benefit Rate per Hour: $21.38

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $28.97
Supplemental Benefit Rate per Hour: $58.62

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.57
Supplemental Benefit Rate per Hour: $58.62

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: $30.18
Supplemental Benefit Rate per Hour: $58.62

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

(Local #731)

MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Cutters & Setters - Eighth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Ninth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Tenth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 900 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 900 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Polishers & Finishers - Third 900 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.95
Supplemental Benefit Rate per Hour: $10.82

Mason Tender - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.90
Supplemental Benefit Rate per Hour: $10.82

Mason Tender - Third Year

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: $24.40
Supplemental Benefit Rate per Hour: $10.82

Mason Tender - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.90
Supplemental Benefit Rate per Hour: $10.82

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender (Interior Demolition) - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.70
Supplemental Benefit Rate per Hour: $10.82

Mason Tender (Interior Demolition) - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.65
Supplemental Benefit Rate per Hour: $10.82

Mason Tender (Interior Demolition) - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.15
Supplemental Benefit Rate per Hour: $10.82

Mason Tender (Interior Demolition) - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.65
Supplemental Benefit Rate per Hour: $10.82

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.55
Supplemental Benefit Rate per Hour: $17.87

Metallic Lather (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $23.60
Supplemental Benefit Rate per Hour: $16.87

Metallic Lather (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.60
Supplemental Benefit Rate per Hour: $15.92

Metallic Lather (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $37.18
Supplemental Benefit Rate per Hour: $21.82

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.24
Supplemental Benefit Rate per Hour: $35.94

Millwright (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.69
Supplemental Benefit Rate per Hour: $39.64

Millwright (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $42.14
Supplemental Benefit Rate per Hour: $43.99

Millwright (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.04
Supplemental Benefit Rate per Hour: $50.75

(Local #740)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $17.20
Supplemental Benefit Rate per Hour: $17.42

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $22.41

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $25.80
Supplemental Benefit Rate per Hour: $26.46

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: $34.40
Supplemental Benefit Rate per Hour: $34.15

(District Council of Painters)

PAINTER - LINE STRIPING (ROADWAY)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Line Striping (Roadway) - First Year (Minimum 1000 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $30.36
Supplemental Benefit Rate per Hour: $15.27

Painter - Line Striping (Roadway) - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $15.27

(Local #1010)

PAINTER - METAL POLISHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $16.00
Supplemental Benefit Rate per Hour: $7.96
New Construction - Wage Rate Per Hour: $16.39
Scaffold Over 34 Feet - Wage Rate Per Hour: $18.50

Metal Polisher (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $17.00

Supplemental Benefit Rate per Hour: $7.96
New Construction - Wage Rate Per Hour: $17.44
Scaffold Over 34 Feet - Wage Rate Per Hour: $19.50

Metal Polisher (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $7.96
New Construction - Wage Rate Per Hour: $18.54
Scaffold Over 34 Feet - Wage Rate Per Hour: $20.50

(Local 8A-28)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.86
Supplemental Benefit Rate per Hour: $24.60

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $24.60

(Local #1010)

PLASTERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)
(Each Term is 800 Hours.)

Plasterer - First Term

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $17.48

Plasterer - Second Term

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $18.63

Plasterer - Third Term

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $20.93

Plasterer - Fourth Term

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $22.10

(Local #262)

PLASTERER - TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.45
Supplemental Benefit Rate per Hour: $10.32

Plasterer Tender - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $23.40
Supplemental Benefit Rate per Hour: $10.32

Plasterer Tender - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.90
Supplemental Benefit Rate per Hour: $10.32

Plasterer Tender - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.40
Supplemental Benefit Rate per Hour: $10.32

(Local #79)

PLUMBER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $16.78
Supplemental Benefit Rate per Hour: $5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.78
Supplemental Benefit Rate per Hour: $6.43

Plumber - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $28.99
Supplemental Benefit Rate per Hour: $21.95

Plumber - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.09
Supplemental Benefit Rate per Hour: $21.95

Plumber - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $33.94
Supplemental Benefit Rate per Hour: $21.95

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $35.34
Supplemental Benefit Rate per Hour: $21.95

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.41
Supplemental Benefit Rate per Hour: $21.95

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.86
Supplemental Benefit Rate per Hour: $15.00

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $33.74
Supplemental Benefit Rate per Hour: $20.05

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.02
Supplemental Benefit Rate per Hour: $23.80

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.05
Supplemental Benefit Rate per Hour: $24.80

(Bricklayer District Council)

ROOFER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $3.82

Roofer - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.92

Roofer - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $22.64

Roofer - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $28.24

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: $6.84

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $20.20

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $27.48

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $32.52

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $32.52

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $40.08

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $40.08

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $45.12

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $17.09

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $19.39

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $21.70

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $24.02

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $32.50

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $35.35

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $39.00

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $41.95

Sign Erector - Fifth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $44.89

Sign Erector - Sixth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $47.80

(Local #137)

STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate and Supplemental Rate per Hour: 60% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate and Supplemental Rate Per Hour: 70% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

(Local #638)

STEAMFITTER - REFRIGERATION & AIR CONDITIONER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.23
Supplemental Benefit Rate per Hour: $13.29

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $25.63
Supplemental Benefit Rate per Hour: $14.57

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: $29.85
Supplemental Benefit Rate per Hour: $15.91

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.05
Supplemental Benefit Rate per Hour: $17.72

(Local #638-B)

STONE MASON - SETTER
(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.97
Supplemental Benefit Rate per Hour: $14.25

Drywall Taper - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.24
Supplemental Benefit Rate per Hour: $21.26

Drywall Taper - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.08
Supplemental Benefit Rate per Hour: $23.01

Drywall Taper - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $38.78
Supplemental Benefit Rate per Hour: $26.51

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour:35% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour 40% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Seventh 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Tile Layer - Setter - Eighth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Ninth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour:80% of Journeyperson's rate

Tile Layer - Setter - Tenth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $22.42
Supplemental Rate Per Hour: $36.22

Timberperson - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $27.53
Supplemental Rate Per Hour: $36.22

Timberperson - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $35.18
Supplemental Rate Per Hour: $36.22

Timberperson - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $42.84
Supplemental Rate Per Hour: $36.22

(Local #1536)

Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

ALAN G. HEVESI
COMPTROLLER

TELEPHONE: (212) 669-3622
FAX NUMBER: (212) 669-8499

MEMORANDUM

November 6, 2000

To *Agency Chief Contracting Officers*

From: *Leonard A. Mancusi*

Re: *Security at Construction Sites*

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES

Department of Design and Construction

DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: HED-578

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE, ETC

Together With All Work Incidental Thereto

BOROUGH OF THE BRONX
CITY OF NEW YORK

_____
Contractor

_____

Dated_____, **20**___

_____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

_____
Acting Corporation Counsel

_____

Dated_____, **20**___

_____

Department of Design and Construction

DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

VOLUME 2 OF 3

_____

Contractor

_____

Dated_____, 20___

_____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

_____

Acting Corporation Counsel

_____

Dated_____, 20___

Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

_____

_____

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
____ ADDENDUMS

DDC CLIENT AGENCY:
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
PREPARED BY:
IN-HOUSE DESIGN
DATE PREPARED:
01/26/2023

VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HED-578

SCHEDULE A SPECIFICATIONS AND REVISIONS TO STANDARD SPECIFICATIONS

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE, ETC.

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF THE BRONX

CITY OF NEW YORK

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 16, 2023; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 16, 2023; 11:30 AM

PROJECT No. : HED-578

TITLE: **REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX-BOROUGH OF THE BRONX**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	GENERAL COUNSEL
#1 Revised Documents	1	02/28/2023	RJ	CL 2/28/23

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

02/28/2023

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

8502020WM0006C - HED-578

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE, THE BRONX

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

2. Bidders Questions and Responses to Questions:
No Attachment A is included with this Addendum.

3 Revisions to Documents:
Attachment B is included with this Addendum.

4. Revisions to PASSPort forms:
No Attachment C is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled "Transferring Data Between Rounds of an RFX" has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

DDC PROJECT #: HED-578

PROJECT NAME: **REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX- BOROUGH OF THE BRONX**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

None

DDC PROJECT #: HED-578

PROJECT NAME: REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX- BOROUGH OF THE BRONX

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

1. Volume 3 – JB 4.0-Package – Revised JB Price List (JB 306 Description)

2. Revised set of Drawings – Sheet 6 of 20

DDC PROJECT #: HED-578

PROJECT NAME: REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX -BOROUGH OF THE BRONX

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum initiates Round 2 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 16, 2023; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 16, 2023; 11:30 AM

PROJECT No. : HED-578

TITLE: **REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX-BOROUGH OF THE BRONX**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	GENERAL COUNSEL
#1 Revised Documents	0	02/23/2023		
#2 Question and Answer	0	03/07/2023		3/7/23

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

03/07/2023

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

8502020WM0006C - HED-578

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE, BRONX- BOROUGH OF THE BRONX

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

2. Bidders Questions and Responses to Questions:
Attachment A is included with this Addendum.

3 Revisions to Documents:
Attachment B is included with this Addendum.

4. Revisions to PASSPort forms:
No Attachment C is included with this Addendum.

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If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

DDC PROJECT #: HED-578

PROJECT NAME: **REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX- BOROUGH OF THE BRONX**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

None

No.	Bidders Questions	DDC Responses
1	Please confirm the gas company will cut and loop the gas services when requested by the Contractor.	Yes.

DDC PROJECT #: HED-578

PROJECT NAME: REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX- BOROUGH OF THE BRONX

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None

DDC PROJECT #: HED-578

PROJECT NAME: REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX -BOROUGH OF THE BRONX

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum is included within Round 2 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 20, 2023; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 20, 2023; 11:30 AM

PROJECT No. : HED-578

TITLE: **REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX-BOROUGH OF THE BRONX**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	GENERAL COUNSEL
#1 Revised Documents	0	02/23/2023		
#2 Question and Answer	0	03/07/2023		
#3 Question and Answer Revised Bid Date Revised Documents	0	03/14/2023		CL 3/14/23

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

03/14/2023

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

8502020WM0006C - HED-578

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX- BOROUGH OF THE BRONX

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. Bid Date Revised to 03/20/23

2. Bidders Questions and Responses to Questions:
Attachment A is included with this Addendum.

3 Revisions to Documents:
Attachment B is included with this Addendum.

4. Revisions to PASSPort forms:
Attachment C is included with this Addendum.

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If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

DDC PROJECT #: HED-578

PROJECT NAME: REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX- BOROUGH OF THE BRONX

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

None

No.	Bidders Questions	DDC Responses
1	We have made multiple calls to the Mount Vernon Department of Public Works phone number provided on sheet 6 to ask if any permits are required by the City of Mount Vernon prior to the start of construction, however, our calls have not been answered and there is no voicemail to leave messages requesting a return call. Please advise what permits are required from the City of Mount Vernon and if the City of New York or the contractor will be responsible for procuring these permits.	It is the contractor's responsibility to obtain all required permits from the City of Mount Vernon. As per the Mount Vernon Department of Public Works, regarding the permits, the Contractor must obtain the following permits from the City of Mount Vernon: 1) Street/Sidewalk Obstruction Permit 2) Street/Sidewalk Opening Permit
2	Please advise under what circumstances will items 4.05 A – Reinforced Concrete Pavement and item 4.05 – B (Non-Reinforced Concrete Pavement) will be used on this contract. The drawings do not indicate where these items will be used. Is there an expectation that there will be roadway restoration on the Mount Vernon street? If so, we must know before the bid.	Items 4.05A - Reinforced Concrete Pavement and 4.05B - Non-Reinforced Concrete Pavement will only be used if the contractor is required to perform work in Mundy Lane due to a field condition and as directed by the Engineer.
3	5. There are multiple private property structures adjacent to the shared trench excavation and sheeting line. How will payment for taking extra precautions for safeguarding such structures be made to the contractor? The special care excavation items (8.02A and 8.02B) only apply to curb and sidewalk work, they do not account for sewer excavation or SOE installation. It is not possible to determine before the bid and the preparation of the pre-construction report the extent of the protection and/or restoration that will be required and what modifications to means and methods of construction need to take place to protect such structures.	All costs for the described works are deemed included in the various bid items in the contract. No additional payment will be made to the contractor for these works.

DDC PROJECT #: HED-578

PROJECT NAME: REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX- BOROUGH OF THE BRONX

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

1) VOLUME 3 OF 3: Schedule A (Article 22.1.1 and 22.1.5) Revised.

2) Added Street/Sidewalk Obstruction Permit

3) Added Street/Sidewalk Opening Permit

DDC PROJECT #: HED-578

PROJECT NAME: REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE,BRONX -BOROUGH OF THE BRONX

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

Bid date Revised.

This Addendum initiates Round 3 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None.

VOLUME 3 OF 3

TABLE OF CONTENTS

SECTION	DESCRIPTION
	SPECIFICATIONS AND STANDARDS OF NEW YORK CITY
SCHEDULE A	GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
R – PAGES	REVISIONS TO STANDARD SPECIFICATIONS
S- PAGES	SPECIAL PROVISIONS
SW – PAGES	SEWER AND WATER MAIN REVISIONS TO SPECIFICATIONS
EP7 – PAGES	GAS COST SHARING (EP7) STANDARD SPECIFICATIO
HAZ – PAGES	SPECIFICATIONS FOR HANDLING,TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS
JB 4.0 – PAGES	JOINT BID

(NO TEXT ON THIS PAGE)

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following specifications and standards are incorporated into the Contract Documents by reference as though fully set forth herein.

1. Standard Specifications and Drawings for New York City Department of Transportation (NYCDOT) are available:
   Online at: http://www1.nyc.gov/site/ddc/resources/publications.page
   a. NYC DOT Standard Highway Specifications
   b. NYC DOT Standard Details of Construction
   Online at: https://www1.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec
   c. NYC DOT Division of Street Lighting Standard Drawings
   d. NYC DOT Standard Specifications for Traffic Signals
   e. NYC DOT Standard Drawings for Traffic Signals
   For purchase between 9:00 A.M. and 3:00 P.M. Bid Window, at 55 Water St., Ground Floor, NYC, N.Y. 10041. Tel. (212) 839-9435.
   f. NYC DOT Division of Street Lighting Specifications

2. The 2010 Americans with Disabilities Act (ADA) Standards; available online at: https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm

3. The 2013 Public Rights-of-Way Accessibility Guidelines (PROWAG); available online at: https://www.access-board.gov/files/prowag/PROW-SUP-SNPRM-2013.pdf

4. Standard Specifications and Drawings for New York City Department of Environmental Protection (NYCDEP) are available online at: http://www1.nyc.gov/site/ddc/resources/publications.page
   a. NYC DEP Standard Sewer and Water Main Specifications, August 8, 2022
   b. NYC DEP Instructions to Architect/Engineers Specifications for Concrete, January 1992
   c. NYC DEP General Specification 11-Concrete, November 1991
   d. NYC DEP Sewer Design Standards, August 2018
   e. NYC DEP Water Main Standard Drawings, December 2020
   f. Specifications for Trunk Main Work, July 2014
   g. Standard Green Infrastructure Specifications September 1,2021

5. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: https://www1.nyc.gov/assets/dep/downloads/pdf/water/stormwater/green-infrastructure/green-infrastructure-standard-designs.pdf

6. Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359. Contact: Mr. Ed Durkin, Tel. (718) 281-3933

7. Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website: http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf

8. Standards and Specifications for Utility Joint Bid work are available online at http://www1.nyc.gov/site/ddc/resources/publications.page
   a. CET SPECIFICATIONS AND SKETCHES, dated November 2010
   b. JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN, Issued August 1, 2005

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)

PART I. REQUIRED INFORMATION

INFORMATION FOR BIDDERS SECTION 26 BID SECURITY The **Contractor** shall obtain a bid security in the amount indicated to the right.	Required provided the TOTAL BID PRICE set forth on the Bid Form is $1,000,000. or more. Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount
INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS The **Contractor** shall obtain performance and payment bonds in the amount indicated to the right.	Required for contracts in the amount of $1,000,000 or more. Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.
INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS The **Contractor** shall provide the safety personnel as indicated to the right.	■ Project Safety Representative ☐ Dedicated, full-time Project Safety Manager
CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION The **Contractor** shall substantially complete the **Work** in the number of calendar days indicated to the right.	See Page SA-4
CONTRACT ARTICLE 15 LIQUIDATED DAMAGES If the **Contractor** fails to substantially complete the **Work** within the time fixed for substantial completion plus authorized time extensions or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the amount indicated to the right.	$2000 for each consecutive calendar day over substantial completion time
CONTRACT ARTICLE 17. SUB-CONTRACTOR The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price indicated to the right.	Not to exceed 35 % of the **Contract** price

CONTRACT ARTICLE 21. **RETAINAGE** The **Commissioner** shall deduct and retain until the substantial completion of the **Work** the percent value of the **Work** indicated to the right.	5 % of the value of the **Work**
CONTRACT ARTICLE 22. **(Per Directions Below)**	See pages SA-5 through SA-12
CONTRACT ARTICLE 24. **DEPOSIT GUARANTEE** As security for the faithful performance of its obligations, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to the percentage of the **Contract** price indicated to the right.	1% of **Contract** price
CONTRACT ARTICLE 24. **PERIOD OF GUARANTEE** Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting
CONTRACT ARTICLE 75. **COMPENSATION TO BE PAID TO CONTRACTOR** The **City** shall pay and the **Contractor** shall accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein**,** the total sum **shown in the column to the right,** being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract.**	Amount for which the **Contract** was Awarded: _____ _____ Dollars ($_____)
CONTRACT ARTICLE 79. **PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT**	See M/WBE Utilization Plan in PASSPort

STANDARD HIGHWAY SPECIFICATIONS SECTION 6.40 LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE If the Contractor fails to satisfactorily provide the field office and all equipment specified in **Section 6.40 - Engineer's Field Office**, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in **Section 6.40.5**, is not corrected.	$ 500.00 for each calendar day of deficiency
STANDARD HIGHWAY SPECIFICATIONS SECTION 6.70 LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC	$ 250.00 for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer. $ 500.00 for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.
STANDARD HIGHWAY SPECIFICATIONS SECTION 7.13 LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of **Section 7.13 - Maintenance of Site**, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.	$ 400.00 for each calendar day, for each occurrence

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is _____730_____consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

__√____ YES _____ NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

(a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.

(b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November –December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- **For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;**
- **Policy limits consistent with the requirements listed below;**
- **Additional insureds or loss payees consistent with the requirements listed below; and**
- **The number assigned to the Contract by the City (in the "Description of Operations" field).**

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	The minimum limits shall be $ 3,000,000 per occurrence and $ 6,000,000 per project aggregate applicable to this **Contract.** Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the **Contract** requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager), 3. ConEd 4. Verizon

■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 ☐ Jones Act Art. 22.1.3 ☐ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. **Note:** The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance. Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law. ☐ Additional Requirements:
☐ Builders' Risk Art. 22.1.4	☐ Required: 100% of total bid amount ☐ Required: 100 % of total bid amount for Item(s): **Contractor** the Named Insured; the **City** both an Additional Insured and one of the loss payees as its interests may appear. If the **Work** does not involve construction of a new building or gut renovation work, the **Contractor** may provide an installation floater in lieu of Builders Risk insurance. Note: Builders Risk Insurance may terminate upon **Substantial Completion** of the **Work** in its entirety.

■ Commercial Auto Liability Art. 22.1.5	$ 2,000,000 per accident combined single limit If vehicles are used for transporting hazardous materials, the **Contractor** shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90 Additional Insureds: City of New York, including its officials and employees.
☐Contractors Pollution Liability Art. 22.1.6	$ 5,000,000 per occurrence $ 5,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Protection and Indemnity Art. 22.1.7(a)	$_____ each occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Hull and Machinery Insurance Art. 22.1.7(b)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

☐ Marine Pollution Liability Art. 22.1.7(c)	$ 1,000,000 per occurrence $ 1,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees. 2. _____ 3. _____
[OTHER] Art. 22.1.8 ☐ Railroad Protection Liability Policy (ISO-RIMA or equivalent form) approved by Permittor covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following: • Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist. • Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit. • Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.	$ 2,000,000 per occurrence $ 6,000,000 annual aggregate Named Insureds: 1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.

[OTHER] Art. 22.1.8

■ Professional Liability

A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of $1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.

B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

[OTHER] Art. 22.1.8 ■ Engineer's Field Office **Section 6.40, Standard Highway Specifications**	Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of $40,000

[OTHER] Art. 22.1.8

☐ The Following Additional Insurance Must Be Provided:

Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of $10,000,000 per Occurrence and $10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____
[Name of broker or agent (typewritten)]

_____
[Address of broker or agent (typewritten)]

_____
[Email address of broker or agent (typewritten)]

_____
[Phone number/Fax number of broker or agent (typewritten)]

_____
[Signature of authorized official, broker, or agent]

_____
[Name and title of authorized official, broker, or agent (typewritten)]

State of …….)
) ss.:
County of ……)

Sworn to before me this _____ day of _____, 20____

_____
NOTARY PUBLIC FOR THE STATE OF _____

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents must be sent through email to insurance@ddc.nyc.gov. Hard copy documents of the above requirement are no longer required.

(NO FURTHER TEXT ON THIS PAGE)

R - PAGES

REVISIONS TO STANDARD SPECIFICATIONS

NOTICE

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 5/16/2022;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 8/8/2022; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following active SB(s) are included as part of this contract:

- *SB 22-006 – INCREMENTAL COST NEAR TRANSIT FACILITIES*

The SB(s) are available online at:
http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page

(NO FURTHER TEXT ON THIS PAGE)

S - PAGES

GENERAL AND SPECIAL PROVISIONS:

(A) GENERAL PROVISIONS
(B) HIGHWAY PROJECT SPECIFIC PROVISIONS
(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS
(D) GREEN INFRASTRUCTURE PROVISIONS

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE GENERAL AND SPECIAL PROVISIONS THAT APPLY TO THE WORK AND ARE PART OF THE CONTRACT DOCUMENTS.

(NO TEXT ON THIS PAGE)

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(NO TEXT)

SKETCHES / DRAWINGS

(NO TEXT)

(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

(NO TEXT)

(D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

(NO TEXT ON THIS PAGE)

(A) GENERAL PROVISIONS

A. LINES AND GRADES. The Contractor must furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor will be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor must check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor must perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, Office of Construction Mitigation and Coordination (OCMC) Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision will be final.
The Contractor must plan and schedule the work in order to accommodate all special events listed in the NYCDOT Special Events Annual Calendars. The calendars are available at the following link:

https://nycdot.sharepoint.com/:f:/s/publicshare/Ei2XN4G99_JFkdrtjD_cJ0QBtSPr2xhVrApcqAs1KSLpeA?e=j276PF

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, will be deemed included in the prices bid for all scheduled items..

C. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo will be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below* which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During "Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:
http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf
Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below** between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by Section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

*** Please note that this embargo only applies to NYCDOT construction permits.**
**** List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml**

D. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following will pertain to all contract items that have backfill as a part of their work: Backfilling will comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

E. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor will plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices will include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor will be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes will be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications.

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, will become the property of the Contractor and will be properly disposed of away from the site, at the Contractor's expense. Contaminated material will be disposed of separately in accordance with contract requirements.

G. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

H. PRIVATE UTILITY HARDWARE ADJUSTMENTS. will be performed by the owning utility company or its agent, at its expense. The Contractor must notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

I. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor will hand excavate per Item 8.02 AB-S, 8.02 A and 8.02 B (as applicable), at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

J. RESTORATION OF ADJACENT AREAS. The Contractor will be required to remove all form work. In planting strip areas, the Contractor will be required to restore areas damaged as a result of the Contractor's operations, to the satisfaction of the Engineer, with sod. The Contractor will also, as directed by the Engineer, make safe adjacent areas to the Contractor's work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying binder mixture (Item 4.02 CA or as applicable) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work must be performed to the satisfaction of the Engineer.

K. FLAGGERS. The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it will mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.

For projects that require compliance with the Davis-Bacon Act, wherever the Item No. “6.52” and words “flagger”, “flagperson” and “flagman” are used in the contract documents and drawings it will mean the Item No. “6.52 FED” and the words “Uniformed Flagperson”, respectively.

L. FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for Extra Work will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration (“USEIA”), and available on its website at **http://www.eia.gov/petroleum/gasdiesel/.** The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

M. NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS.

1. At least thirty (30) days prior to the upcoming start of construction at or near the New York City Department of Parks and Recreation (NYCDPR) land , the Contractor is required to issue a notice to NYCDPR about the start of construction activity. At least 30 days in advance of the Order to Work Date, the Contractor must notify the New York City Department of Parks and Recreation (NYCDPR) of the upcoming start of construction by emailing interagency@parks.nyc.gov.

2. Parks Construction Permits are required for all work on Parkland. Construction Permits may also be required for work on sidewalks adjacent to Parks properties or other areas maintained by NYCDPR such as Greenstreets depending on the scope of work. It is the Contractor’s responsibility to coordinate with Parks via email at **interagency@parks.nyc.gov** to establish whether Construction Permits are required for the contract scope of work.

3. The Contractor will not be permitted to store, stage, stockpile, barricade, lay down construction materials or equipment, or otherwise impede access to Parkland, Greenstreets, or sidewalks in the right-of-way fronting Park properties unless such permission is granted by NYCDPR via issuance of a Parks Construction Permit.

4. The Contractor must obtain the necessary Parks Construction Permit from NYCDPR prior to the start of work on Parkland or areas under Parks’ jurisdiction. The Construction Permit application is found online at https://www.nycgovparks.org/permits/construction.

5. When no Construction Permit is required, the contactor must notify Parks at interagency@parks.nyc.gov at least one week in advance of any construction adjacent to Greenstreets or in the right-of-way fronting Parks properties to allow for coordination as needed.

6. The Contractor is responsible for the protection of any Greenstreets, sidewalks, and other landscape features under NYCDPR jurisdiction that are adjacent to or enclosed by the construction area, including hardscape, landscape, shrubs, and trees. Any areas and features disturbed or damaged during construction activity are the responsibility of the Contractor to restore and repair.

7. Many NYCDPR properties are indicated on the publicly accessible online mapping resource of the New York City Department of Information Technology and Telecommunications (DOITT) at **http://maps.nyc.gov/doitt/nycitymap**/. However, the map is not exhaustive, and Contractors should confirm Parks properties in the vicinity of their work with NYCDPR.

8. The Contractor must take necessary precautions to prevent interference with or damage to utilities or other facilities during construction. The cost of all work connected with

maintaining and protecting utilities affected by the work be borne by the Contractor and the cost will be deemed included in the price bid for the various items in the contract.

9. In the event the Contractor damages an existing utility or interrupts utility service, the Contractor will immediately notify its owner and the Engineer and must commence repair/replacement work as instructed by the Engineer.

10. In the event the Contractor causes an interruption in utility service, the Contractor will immediately arrange for service to be restored and may not cease the repair work until service is restored. The Contractor will not continue work until the service is restored, unless otherwise directed by the Engineer. All corrective utility work will be acceptable to the engineer and the subject utility owner.

11. If any utility service or connection of unknown ownership is encountered during construction which appears to enter or serve Parkland, Contractor must contact Parks at **interagency@parks.nyc.gov** to inquire if Parks is the owner of such utility.

N. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

O. STANDARD WORKING HOURS: In absence of OCMC Traffic Stipulations, Section 1.06.23 (P) of NYC DOT STANDARD HIGHWAY SPECIFICATIONS regarding standard working hours is to be followed is to be followed. Work performed outside the standard working hours must be pre-approved by NYC DDC.

P. TREE BARRIERS. The Contractor will furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers will be Type B, unless otherwise directed by the Engineer, and will be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.

Price of the tree barriers must be included in the in the unit prices bid for all scheduled items.

Q. UTILITIES. All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.

R. HOUSE CONNECTIONS. All existing house connections will be maintained and supported during construction. The Contractor will replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.

S. STREET LIGHT AND TRAFFIC SIGNAL. The Contractor is responsible for any damage to the existing street lighting and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work will be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications and City of New York DOT System Engineering Specifications (dated November 2013) at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical Contractor to perform all traffic signal work (if any). For list of approved electrical Contractors, contact Bjorn Seedan or James Celentano, New York City Department of Transportation at (212) 839-3790.

T. SAW CUT. The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.

U. PRE-CONSTRUCTION STAGE. The Contractor is advised that the Base Contract Duration (consecutive calendar days "ccds") must also include pre-construction stage from the Notice To Proceed date. During this stage the Contractor is required to submit the necessary shop drawings, obtain all permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the Contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

V. EXISTING SEWERS, WATER AND APPURTENANCE. The Contractor is notified that at some locations there may exists sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. The Contractor maybe restricted to use wood sheeting at certain critical locations as directed by the Engineer. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor will make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair will be borne by the Contractor, at no cost to the City. Additional cost to use wood sheeting specifically to ensure integrity of existing sewer structures will be deemed included in all bid items for work.

W. RECONNECTING EXISTING SEWERS TO NEW MANHOLES. If there are locations on the contract plans, where the Contractor is required to reconnect all existing sewers to the proposed manholes in this contract. The said manholes will be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer will be deemed included in the prices bid for all items of work. No additional payment will be made.

[ARTICLE "X" IS ONLY APPLICABLE IF ITEMS FOR VIBRATION MONITORING ITEM NO. 76.31 IS IN THE BID SCHEDULE]

X. VIBRATION MONITORING. In case of structures requiring vibration monitoring, the Contractor, in addition to Continuous Real Time Monitoring for Vibrations as determined in the Construction Report must provide Continuous Real Time Monitoring for Vibrations of existing buildings/structures adjacent to or in the proximity of different types of construction activities being conducted including, but not limited to, installation of sheeting for construction of proposed water and sewer mains, installation of sheeting for excavation of jacking/receiving pits, direct jacking of sewers, piling work or as directed by the Engineer.

Y. CITY ASSETS. The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances will be replaced in kind and as directed by the Engineer. The cost of such work will be deemed included in the prices bid for all items of work under this contract.

[ARTICLE "Z" IS ONLY APPLICABLE FOR WATERMAIN 24-INCHES AND HIGHER]

Z. "AS-BUILT" DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER: Upon the completion of the work for each Capital Project and as a condition precedent to obtaining the certificate for Substantial Completion for each Capital Project under Article 44 of the Contract, the Contractor will furnish "As-Built" drawings for water mains and appurtenances 24-inches and larger to the City. The Contractor will prepare and submit the "As-Built" record drawings to the Engineer for approval. Approved "As-Built" drawings will be delivered to the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York, 11101-3045. The following guideline is provided for the preparation of "As-Built" record drawings:

1. The Contractor will prepare the "As-Built" drawings on AutoCAD and will provide to the City two (2) sets of Mylar and AutoCAD files on a CD. The drawings on CD's and the plotted Mylar's will conform to the standard size of 22" x 36" (559-mm. x 914-mm.) using a 1"=30' (1:360) horizontal and 1"=10' (1:120) vertical scale. The Mylar will be 3-mil in thickness.

2. The "As-Built" drawings will include but not be limited to the following guidelines summarized below:

(a) Drawings will consist of the same legend and layout of title boxes shown on the contract drawings.

(b) Each plotted Mylar drawing will contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.

(c) The drawings will include:

- street name and crossing street(s) or distance from;
- north arrow;
- property lines and widths;
- legal and existing street widths, street alignment and grades;
- "new" curb lines and widths;
- water main center line measured off the "new" curb line;
- horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- alignment and appurtenance location stationing, and deflection angles;
- cover and elevations (Datum used will be that of the Borough where work is located);
- location of pipe joints;
- profile of all piping;
- complete details of all outlet piping roundabouts;
- complete details of all blow-off connections to the sewer;
- complete details of all air cocks;
- location of taps and access manholes;

- location of all cathodic protection stations;
- Venturi sensing lines plans and profiles;
- all appropriate notes.

3. The cost of preparing and submitting “As-Built” approved drawings will be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

AA. NO ADDITIONAL PAYMENT. The Contractor is advised that any fences, guardrails, boulders, asphalt walkway of the park, fixtures, other encumbrances removed within project limits during construction will be replaced in kind to the satisfaction of the Engineer. The cost of such work will be deemed included in the prices bid for all contract items of work and no additional or separate payment will be made.

AB. SHEETING AND EXCAVATION AT TRANSIT FACILITIES. In case of transit facilities like MTA, LIRR, METRO NORTH etc., the Contractor will exercise extreme caution and take all necessary precautions in placing sheeting and excavation to prevent any damage to the existing underground or overhead structures and its appurtenances during construction work throughout the project area. The Contractor must take full responsibility to protect the said structures and its appurtenances and any damage caused by the Contractor’s operations must be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

The Contractor must submit shop drawings to the Transit facilities showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor’s procedure and sequence of construction, supporting and/or protection of the existing structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design will be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer’s seal and signature on all drawings. The cost of this work will be deemed included in the price bid for all items of work under this contract.

AC. ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that if requested by the Resident Engineer and the City, the Contractor will be required retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist will be notified in advance and will be present on site during sub-surface excavations as deemed necessary. The City's Archaeologist will be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered.

For the purpose of evaluating and recording archaeological resources, the City's Archaeologist will be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains, and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation Commission (LPC) will be notified as directed by the City's Archaeologist and the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

1. At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop

immediately and the location will be immediately secured and protected from damage and disturbance.

2. Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

3. The County coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bio-archaeologist will confirm the identification as human.

4. If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.

5. If human remains are determined to be Euro-American, African- American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

Should extra work be ordered by the Resident Engineer as a result of any archaeological discoveries, it will be paid for from the Fixed Sum included in, and in accordance with Item HW-908 Allowance for Extra Work Due To Archaeological Discoveries.

AD. USE OF CITY WATER. Please refer to NYCDOT STANDARD HIGHWAY SPECIFICATIONS (May 16, 2022), Sub Section 1.06.23 (A), Rules, Laws, and Requirements, for use of City water.

AE. PUBLIC DISSEMINATION OF INFORMATION. The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data will not be made available to any person or entity without the prior written approval of the Commissioner. The obligation under this Section to hold reports, information or data confidential will not apply where the Contractor is legally required to disclose such reports, information or data by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor will provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for such reports, information or data and (2) if requested by the Commissioner, the Contractor will not disclose such reports, information or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information, or data. The previous sentence will not apply if the Contractor is prohibited by law from disclosing to the City the disclosure demand for such reports, information or data.

The Contractor will restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

The Contractor, and its officers, employees, and agents will notify the Commissioner, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section.

At the request of the Commissioner, the Contractor will return to the Commissioner any and all confidential information in the possession of the Contractor or its subContractors. If the Contractor or its subContractors are legally required to retain any confidential information, the Contractor will notify the Commissioner in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor will confer with the Commissioner, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Commissioner does not request such information, or the Law does not require otherwise, such information will be maintained in accordance with the requirements set forth in the Contract Documents.

AF. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

(B)HIGHWAY PROJECT SPECIFIC PROVISIONS

(NO TEXT)

(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

(NO TEXT)

(D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

SEWER AND WATER MAIN REVISIONS TO SPECIFICATIONS

NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated August 8, 2022), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised (August 2018), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) and the Standard Highway Specifications of the Department of Transportation (dated May 16, 2022) of The City of New York, must be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

A. NOTICE TO BIDDERS
B. REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS
C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
D. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

(1) The Contractor is advised that at locations throughout this project, where proposed sewer(s) or water main(s) crosses under existing water mains which are not designated for replacement/relocation, the Contractor must properly support and protect the said existing sewers and water mains during the construction of new sewer(s). The Contractor must take full responsibility for any damage to the said existing water mains and will submit support and protection systems and design computations to DDC for approval at least two (2) weeks prior to the start of construction. The cost of this work including supporting design and all necessary incidental work thereto will be deemed to be included in all bid items of work.

(2) The contractor is notified that where ever ductile iron pipe is installed within the project scope, especially in soil environments that are considered to be potentially corrosive to ductile iron pipe, that the Engineer may direct the Contractor to test the soil and other conditions that affect the corrosion rate of ductile iron pipe in accordance with "AWWA C105/A21.5, Appendix A" to determine the necessity of polyethylene encasement of pipe. The rate of testing will not exceed two tests per block. The Engineer reserves the right to witness all sampling and testing of the soil. The cost for testing the soil, including all labor, materials and equipment, will be included in the prices bid for laying ductile iron pipe and fittings per Section 60.12 of the Standard Sewer and Water Main Specifications.
If the soil is found corrosive for the ductile iron pipe, the Contractor must encase the new ductile iron pipe and appurtenances in an approved loose 8-mil thick polyethylene sleeve in accordance with item 65.21 PS - "FURNISHING AND PLACING POLYETHYLENE SLEEVE", or as ordered by the Engineer. The payment for all labor, materials and equipment, etc., complete, required for the encasing the ductile iron pipe will be deemed included in the price bid for the item 65.21 PS - " FURNISHING AND PLACING POLYETHYLENE SLEEVE" and no separate payment will be made.

(3) The Contractor is advised that at certain locations within the project limit, existing manholes, seepage basins, basins, sewers and water mains that are to be abandoned may fall partially or totally within the trench of proposed sewer or water main. These existing structures will be removed in part or in whole as necessary and required in order to accommodate the installation of the new sewer or water main. After the removal of the said structures, the resultant voids will be satisfactorily filled and compacted up to the subgrade of the new sewer or water main by the Contractor. No separate or additional payment will be made for the removal and filling of the said existing structures, additional excavation, sheeting and bracing, providing bulkheads and all other items necessary to complete this work, the cost therefore will be deemed included in the prices bid for all contract items of work.

B. REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS

(1) Refer to the **Standard Highway Specifications (May 16, 2022)**, Page 386:
Delete and replace with the below **Section 6.40:**

The Section below supersedes and replaces Section 6.40 of NYC DOT

Standard Specifications dated May 16, 2022

SECTION 6.40 – Engineer's Field Office

6.40.1. DESCRIPTION. The Contractor shall provide, furnish, and maintain a fully equipped field office (Type A, B, C, CU, D, DC, or DU, as specified) for the exclusive use of and occupancy by the Department's engineering personnel and/or Supervising Consultant (herein after called "City personnel"), and by the engineering personnel of private utilities when specified. The field office shall be at a location approved by the Engineer and shall be a commercial building, store front, or with the approval of both Office of Construction Mitigation and Coordination (OCMC) and the Community Board it may be a mobile trailer(s). If a trailer is used it shall be subject to approval by the Engineer, and all necessary permits shall be obtained by the Contractor. The Contractor may have facilities in an adjoining area separated by a lockable door, provided such facilities are in a location approved by the Engineer. The field office must be within ½ mile of the job site. Field offices located further than ½ mile from the job site will require approval by the Director or Assistant Commissioner for Construction.
The field office structure and occupancy thereof shall conform to the requirements of all laws, rules, regulations, and orders applicable to it.
The field office and all equipment, except as otherwise specified, may be new materials or may be used materials in good condition and satisfactory to the Engineer.

6.40.2. MATERIALS.

(A) GENERAL CONSTRUCTION. The Engineer's Field Office shall be in an approved and weatherproof building. It shall have a minimum ceiling height of seven (7') feet and be partitioned to provide the number of rooms required for the type of office specified. Floor space for Field Office Types C, CU, D, and DU shall be subdivided into work areas based on a floor plan provided by the City to the Contractor upon notification of space availability.

(B) GENERAL FACILITIES. The field office shall contain or have the following facilities incorporated:

(a) Lighting - Electric light, non-glare type luminaries to provide a minimum illumination level of 100 ft.- candles at desk height level.
(b) Heating and Cooling - Adequate equipment to maintain an ambient air temperature of 70° F. $\pm 5^{o}$.
(c) Electrical Energy Outlets
(d) Toilet - A separate enclosed room, properly ventilated per code and complying with applicable sanitary codes shall contain a lavatory with a sink that provides running hot and cold water, flush-type toilet, mirror, electric hand dryer, and paper towel dispenser.
(e) Potable Water - Potable water supplied from an existing system or five (5) gallon capacity water cooler of a type to be approved by the Engineer shall be provided for use by City personnel. Replacement bottles of water shall be provided by the Contractor, when required.
(f) Signs - Store front locations shall have a window graphic sign in black and white lettering with the following inscription. Other locations shall have a wood or metal sign affixed on the outside wall of the building with the following inscription painted in black block lettering on a white background. Paints shall be approved exterior enamels.

CITY OF NEW YORK	/2"
DEPARTMENT OF DESIGN AND CONSTRUCTION	/2"
INFRASTRUCTURE	/2"
RESIDENT ENGINEER'S FIELD OFFICE	/2"

(g) Electric Refrigerator - Five (5) cubic feet minimum capacity for use by City personnel.

(h) Microwave, Toaster Oven, and Coffee Maker - Basic reheating equipment or approved appliances for use by City personnel.

(i) Windows and Doors - All windows and doors shall be weatherproof, and each equipped with adequate locking devices. Each window shall be equipped with vertical blinds. Exterior doors shall be provided with two (2) separate "high security" dead bolt type cylinder locks, keyed alike, and three (3) keys shall be furnished for each lock.

(j) Partitions - Partitions for workspace enclosures shall be either permanent walls or of the modular type similar to Herman Miller's standard fabric covered line.

(k) Kitchen Sink – Mechanism to provide non-drinking, hot and cold, running water.

(l) Security Cameras – Wi-Fi enabled security cameras must be provided at all entrances and exits, except that fire escapes / emergency stairwells do not require cameras. One security camera must be provided for the interior of the field office, with the location to be determined by the Engineer. Cameras must be minimum 1080p video resolution. Cameras must have internet cloud storage, with all videos stored for a minimum of two weeks. The cloud storage must be accessible via desktop or mobile. Cameras may be hardwired for power or battery powered; battery powered cameras must have the batteries changed by the Contractor as required to ensure no lapses of service. Signs must be posted indicating that the area is under video surveillance.

(C) OFFICE EQUIPMENT.

(a) Pencil Sharpener - One standard pencil sharpener for use by City personnel.

(b) Telephone Answering Machine - The telephone answering machine to be provided shall be an electronic digital voice machine with emergency call forwarding capability. It shall be operable twenty-four (24) hours per day and, when unattended, shall transmit to the caller the following message:
"You have reached the Field Office of the New York City Dept. of Design and Construction. No one is here now. We check our incoming messages frequently. We will get back to you as soon as possible. Please leave your name, message, and phone number where you may be reached. In case of emergency, call the New York City Hotline at 311. Again, the emergency number is 311."
All electronic voicemail messages shall be automatically forwarded as email attachments, to allow for the voicemails to be played remotely.

(c) Computer Equipment - Computers shall be provided for all contracts regardless of construction duration.
Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Table I - ADDITIONAL SPECIFIC REQUIREMENTS, contained herein, and shall meet the following minimum requirements:

(1) Personal Computers – Personal Computers must meet the requirements of the US General Services Administration (GSA) Government-Wide Strategic Solutions (GSS) Standard Laptop, Desktop, and Tablet Specifications, V7. (Available online at https://hallways.cap.gsa.gov/)

(a) Computer type for Personal Computers to be "Desktop Small Form Factor." Computer type for projector laptop to be "Lightweight Notebook" or "Notebook"

(b) The following components listed as optional in the GSA specification must be provided with each personal computer: monitor, speakers, optical drive, smart card reader, webcam, and headset.

(c) The following additional software must be provided with licenses for each computer:
1. Adobe Acrobat Pro DC or Bluebeam Revu
2. Microsoft Office Professional
3. Autodesk AutoCAD LT
4. Anti-virus software
5. Microsoft Visio (only one license required per field office)

(2) All field offices requiring computers shall be provided with the following:

(a) One (1) broad-band internet service account. See table below for minimum required upload and download speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	**Download Speeds (*Minimum*)**	**Upload Speeds (*Minimum*)**
1 – 5	10 Mbps	15 Mbps
6 – 10	20 Mbps	15 Mbps
11 – 15	25 Mbps	15 Mbps
16 – 20	50 Mbps	15 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the NYCDDC Field Office/project Id (preferably Gmail or Outlook – e.g. HWK666@gmail.com).

(b) All necessary Cabling.

(c) Storage Boxes for and Blank CDs/DVDs.

(d) UPS/Surge Suppressor combo.

(e) 10 USB Thumb (or Flash) Drive – 16 GB each

(3) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.

(4) All Computer Hardware shall come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.

(5) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer shall be provided by the Contractor and shall be replenished by the Contractor as required by the Engineer.

(6) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each day.
Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the contract unless Internet broadband connectivity, via Cable or FiOS, is available at the planned field office location. Any questions regarding this policy should be directed to the Director of Information Technology Services at 718-391-1761.

(d) Data Access - Electronic access to the Equipment Watch Retail Rental Rates database (formerly known as The AED Green Book, published by Equipment Watch), shall be provided for all contracts that have a total Consecutive Calendar Days for General Construction duration as set forth in Schedule A of greater than 545 CCD's. Contracts of lesser duration shall not require any data access.

(D) Field Testing Equipment.

(a) Air Entrainment Meters - Pressure Type, with carrying case for use by City personnel. Each meter shall be capable of producing an accurate test result in approximately five (5) minutes and shall comply with ASTM Designation C231.

(b) Slump Test Sets - Slump cone and test sets conforming to the requirements of ASTM Designation C143, complete with rod and scoop for use by City personnel.

(c) Thermometers: For use by City personnel.

(1) 1 Minimum-maximum thermometer.

(2) 3 Asphalt thermometers of stainless-steel construction with an accuracy of 0.5% of the full scale, able to measure temperatures from 50 to 500 degrees F. in 5-degree increments.

(3) 3 Surface Thermometers able to measure temperatures of flat surfaces similar to Sargent-Welsh Model S81441-D, or an approved equivalent.

(d) Non sparking Pinch Bar - For use in opening manholes.

(e) Gas Meters - For use in detecting the presence of explosive gases and vapors for use by City personnel.

(f) Straight Edge - One 10-foot-long straight edge for use by City personnel in detecting pavement surface tolerance.

(g) 48" Smart Level - For use in determining pedestrian ramp and sidewalk slopes.

(h) Chlorine Test Kits – For testing residual chlorine levels following water main flushing.

(i) Green Florescent Power Trace-Dye – For testing sewer connections.

(j) One Million Candlepower Rechargeable Flashlight.

(k) Distance Measuring Wheel – For measuring long distances.

(E) Additional Office Electronics –

(a) Photocopying machine must be a stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers for printing capability.

(b) Fax machine must be provided with an adequate supply of copy paper, toner, etc. The supply of copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer.

(c) Paper shredder must be a heavy-duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.

(d) Projector must be 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10' diagonal, 16:9 Projection Screen. A screen must be provided if directed by the Engineer. A laptop must be provided for use with the projector, and all required cables for connecting the laptop to the projector.

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE.

In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

(a) Each Type shall have a minimum of one outside door and four windows.
(b) Type C shall be partitioned to provide three (3) rooms.
(c) Type CU shall be partitioned to provide four (4) rooms, one of which shall be at least 150 s.f. in area (for use by private utilities).
(d) Type D and DC shall be partitioned to provide four (4) rooms.
(e) Type DU shall be partitioned to provide five (5) rooms, one of which shall be at least 150 s.f. in area (for use by private utilities).

TABLE 6.40-I – ADDITIONAL SPECIFIC REQUIREMENTS

SPECIFIC REQUIREMENTS	FIELD OFFICE TYPE						
	A	B	C	CU	D	DC	DU
Minimum useable floor space (Square Feet)	400	800	1,200	1,200	1,800	2,320	1,800
Office desks, at least 4'-8" x 2'-8", with drawers, locks, and keys.	2	2	4	8 [a]	8	8	12 [a]
Swivel chairs, with arms, for the above.	2	2	4	8 [a]	8	8	12 [a]
Office folding chairs, metal, with padded seats and backs.	2	3	6	14 [b]	8	8	16 [b]
Steel supply cabinets (approximate size 72" high by 36" wide by 18" deep), with four adjustable shelves, tumbler lock and 3 keys.	1	1	1	1	1	1	1
Fire resistant cabinet, 4-drawer, legal size with lock and three (3) keys, meeting the requirements for "Filing devices, Insulated (36 E 9)" Class D Label, of the Underwriters' Laboratories, Inc. Specifications.	1	1	1	3 [c]	4	4	6 [c]
Individual lockers (17" wide x 18" deep x 72" high) with flat key locks and two (2) keys each.	1	1	4	4	4	4	4
Calculating machines, tape type with digital display registering at least ten (10) digits.	1	1	2	2	3	3	3
Wastepaper baskets (metal, approximately 12" square by 16" high).	1	2	2	6 [a]	4	4	8 [a]
Fire extinguishers, non-toxic, dry chemical type meeting Underwriters Laboratories, Inc., approval for Class A, Class B and Class C fires with a minimum rating of 2A: IOB:10C.	1	1	2	3 [d]	4	8	5 [d]
First Aid Kit kept properly stocked with appropriate first aid supplies at all times.	1	1	1	1	2	2	2
Drafting tables (3'-0" x 5'-0") with storage drawers and stool.	1	2	2	3 [d]	4	4	5 [d]
Photocopying Machine	1	1	1	1	1	1	1
Standalone networked color laser printer. (Not required if photocopying machine prints in color)	1	1	1	1	1	1	1

SPECIFIC REQUIREMENTS	FIELD OFFICE TYPE						
	A	B	C	CU	D	DC	DU
Vertical filing plan racks for six sets of 22”x36” plans each rack.	1	1	2	3 [d]	4	4	5 [d]
Telephone lines for calls, where one shall be dedicated for the Fax Machine, one for each computer fax/modem and the others for telephone instruments.	4	6	6	7 [e]	8	8	9 [e]
Telephone instruments.	2	2	3	5 [e]	4	4	6 [e]
Telephone answering machine.	1	1	1	1	1	1	1
Fax Machine	1	1	1	1	1	1	1
Personal Computer	1	3	3	3	4	4	4
Bottled water with refrigerator unit-hot/cold water. (For private utilities room.)	0	0	0	1	0	0	1
Paper Shredder	1	1	1	1	1	1	1
Projector	0	0	1	1	1	1	1
Conference Room, 320 square feet (20’x16’ minimum, equipped with (2) 3’x6.5’ tables and (30) chairs.	0	0	0	0	0	1	0

[a] *Provide four (4) each of Office Desks, Swivel Chairs and Wastepaper Baskets in private utilities room.*
[b] *Provide eight (8) Folding Chairs in private utilities room.*
[c] *Provide two (2) Fire Resistant 4- Drawer Legal Size Cabinets in private utilities room.*
[d] *Provide one (1) each of Fire Extinguisher, Drafting Table and Vertical File Rack in private utilities room.*
[e] *Provide one (1) telephone line and two (2) telephone instruments for the exclusive use by private utilities personnel. The line shall interconnect the two telephone instruments by push button control.*

6.40.4. CONSTRUCTION METHODS. The building shall be fully equipped and made available for use and occupancy by the Department’s personnel and/or Supervision Consultant not less than thirty (30) days prior to the start of any contract work.

The building interior (including access foyers, stairwells, etc.) shall be maintained in good, clean, and sanitary working condition by the Contractor for the duration of the contract. The Contractor shall provide and pay all costs for electrical service, telephone service for calls within New York City limits, hot and cold water, heat and fuel, and daily janitor service. Staples, such as paper towels, hand soap, toilet paper, and similar supplies, shall always be available.

Where necessary, the site for a mobile trailer(s) shall be graded and shoulder stone placed and maintained as directed by the Engineer to provide a parking area for City personnel and, if necessary, an approach road shall be provided. Plumbing work shall include all water supply, drainage and piping required for the operation of a complete installation. Temporary water service shall be provided from an existing main and extended into the trailer and all fixtures requiring water supply shall be properly connected up. All necessary soil, waste, vent and drainage piping shall be provided and connected to the existing sewer or as otherwise directed.

The office, incorporated facilities, equipment, and personal property of the Department’s employees shall be protected by the Contractor against loss or damage from fire, theft, or other causes, at all hours of the day and night. The Contractor shall provide fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of forty thousand dollars ($40,000.00) for office equipment of the City of New York in the Engineer’s field office and for property of City personnel that is used in the contract work and stored in the office. All insurance coverage shall be written by a company approved by the Commissioner and payable in case of loss to the City of New York. The office shall be maintained by the Contractor in first class condition until final acceptance of the work. At the direction of the Engineer, any equipment on the above lists may be deleted. The Engineer may direct that other equipment of equivalent value be supplied by the Contractor or an appropriate credit be taken for the value of equipment not provided.

When directed by the Engineer, the Contractor shall disconnect all services and remove and dispose of all temporary installations from the site, including fencing, surfacing and utilities, the area shall then be cleaned, loamed, and seeded if required and left in a neat and acceptable condition. On and after the

date of the Engineer's Final Acceptance, the temporary structure and all installed equipment shall become the property of the Contractor, and shall be disposed of, by him, away from the site of the work. Engineer's Final Acceptance shall be when the Contractor has completed all punch list work and Official Completion Date has been set.

6.40.5. NONCONFORMANCE. No payment will be made under Engineer's Field Office for each calendar day during which there are deficiencies in compliance with the requirements of any subsection of this specification. The first calendar day shall commence twenty-four (24) hours after notice to the Contractor of such a deficiency. This non-payment shall be deducted from the Contractor's next estimate as a charge to the Contractor on the item. The amount of such calendar day non-payment will be determined by dividing the unit price bid per month by 30.
In addition, the Contractor may be subject to liquidated damages in accordance with Schedule A.

6.40.6. MEASUREMENT. The quantity to be measured for payment under this item shall be the number of months that the Field Office is available for occupancy by the Field Engineers during the period of the contract. Payment will begin the first month that the office is fully equipped, serviced as specified, and made available for occupancy. The Field Office is to be continuously made available and monthly payments will continue for the duration of the contract through a period not to exceed 6 months past the Substantial Completion date. When directed in writing by the Commissioner, the Field Office will be provided and paid for a period of time beyond 6 months past the Substantial Completion date. Payment for each month's occupancy after the date of Substantial Completion acceptance will be made as part of the final estimate. Monthly payments may be terminated on a specified date prior to acceptance of the contract by written notification by the Engineer that such office will no longer be required on the contract.
In order to incentivize early Substantial Completion of the Project, the City agrees to share the savings resulting from the reduction of the quantity measured for payment under this item.
If the determination of Substantial Completion is reached at least two (2) months earlier than the Substantial Completion date set forth in the Notice to Proceed letter, plus any approved time extensions, the Contractor and the City will evenly split the saved amount. This payment will be in addition to any payments of incentive for early completion if one is specified for the Project.
For example, using a contract with a 30-month duration for achievement of substantial completion, with the Engineer's Field Office directed by the Commissioner to remain open six (6) months after the substantial completion date per Subsection 6.40.6 above, the following would apply under these two scenarios:

1. <u>Project substantial completion is achieved in 28.5 months</u>: Because the contract was completed within two (2) months of the scheduled substantial completion date, the contractor is entitled to be paid for the 28.5 month project duration plus the six (6) months after Substantial Completion, amounting to 34.5 months to be paid to the Contractor for the Engineer's Field Office, with no additional amounts due to the contractor from any savings.
2. <u>Project substantial completion is achieved in 26 months</u>: Because the contract was substantially completed more than two (2) months early, the contractor is entitled to be paid for the 26 month project duration plus six (6) months after substantial completion plus half of the four months saved, amounting to 34 months to be paid to the contractor for the Engineer's Field Office.

6.40.7. PRICE TO COVER. The unit price bid per month for the item Engineer's Field Office shall include the cost of furnishing all labor, materials, equipment, ground rental, fire and theft insurance, and utility charges necessary to complete the work of providing or constructing the field office; making all necessary electrical, water, sewer, and other connections required to make the above facilities operative; payment of all rental costs; furnishing and paying for heating fuel, as required; all electrical energy; private telephone services; staples, as specified; and all necessary incidentals to complete the work - all in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.40 A	ENGINEER'S FIELD OFFICE (Type A)	MONTH
6.40 B	ENGINEER'S FIELD OFFICE (Type B)	MONTH
6.40 C	ENGINEER'S FIELD OFFICE (Type C)	MONTH
6.40 CU	ENGINEER'S FIELD OFFICE (Joint Use) (Type CU)	MONTH
6.40 D	ENGINEER'S FIELD OFFICE (Type D)	MONTH
6.40 DC	ENGINEER'S FIELD OFFICE WITH CONFERENCE ROOM	MONTH
6.40 DU	ENGINEER'S FIELD OFFICE (Joint Use) (Type DU)	MONTH

(2) **Refer** to the **Standard Highway Specifications (May 16, 2022),** page 493**:**
Substitute the following in **SECTION 6.85** wherever it appears therein**:**

1- "NYC" to be substituted with "City of Mount Vernon".
2- "New York City Police Department (NYPD) to be substituted with "City of Mount Vernon Police Department".
3- "NYPD" to be substituted with "City of Mount Vernon Police Department"

(3) **Refer** to **Standard Highway Specification (May 16, 2022)**, Page 518:
Delete and replace with the below **Section 7.13:**

The Section below supersedes and replaces Section 7.13 of NYC DOT Standard Specifications dated May 16, 2022

SECTION 7.13 – Maintenance of Site

7.13.1. DESCRIPTION. This section describes the maintenance, protection, and cleanup of the construction site. The Contractor is placed on notice that a safe and clean site throughout all phases of the work and during all operations must be provided by the Contractor, and further that the monitoring by the City of the Contractor's site maintenance, site protection and site cleanup is considered for the purposes of the contract to be a Project objective necessary to eliminate and/or mitigate public disruption and inconvenience, and to insure public health and safety. The Contractor shall therefore, at all times, conduct this operation in a manner which promotes a clean site and ensures the convenience, safety and health of general users consisting of, but not limited to, the motorist, the pedestrian, and the abutting property owners/tenants, as well as those of the Contractor's employees. This includes compliance with the Contractor Code of Conduct in **Section 1.06.19**.
The provisions of this section are supplementary to and do not abrogate the General Conditions (Section 1.06) or the General Notes on the Contract Drawings relating to the protection and cleanup of the site, and the delivery and storage of materials at the site. Furthermore, any conditions pertaining to the maintenance, protection, and cleanup of the construction site during the life of the contract which are addressed in the General Conditions and in the General Notes on the Contract Drawings, whether or not addressed under this Section, shall be deemed as having been addressed under this Section.

7.13.2. METHODS.

(A) GENERAL

Work under this Item shall start from the date of written notice to commence work or from the actual start of construction work at the site, whichever is later.
The Contractor shall be responsible for the maintenance of the contract streets or portions of streets pursuant to Article 7 of the Standard Construction Contract.
The Contractor shall provide the necessary personnel and equipment for adequate site maintenance within and adjacent to the contract site and all detour routes. The Contractor shall keep the work site and adjacent areas free and clean from all rubbish, debris, dust, idle construction equipment, discarded or leftover construction material and excavated material as outlined below. The Contractor shall also keep all haul routes outside the work site free and clean from all rubbish, debris and dust resulting from the Contractor's operations.
The Contractor shall protect the public from damage to persons and property, which may result directly or indirectly from any construction operation. Such protection shall include, but not be limited to, providing proper street drainage and diversion of runoffs from private properties by such means as sandbagging or pumping, controlling soil erosion and/or soil migration.
All existing Fire Department Communication facilities shall be protected, and provisions made for their continuous operation during construction. ALL ALARM BOXES AND POSTS MUST REMAIN ACCESSIBLE. If, due to the Contractor's operations, Fire Alarm Service is inadvertently interrupted or Fire Communication System equipment or facilities are damaged, the Contractor will be held responsible and shall replace them at its own expense and in accordance with Fire Department requirements.
The Contractor shall be fully responsible for maintaining the completed work in an acceptable condition and protecting the completed work until relieved of such responsibility by acceptance of the contract or the completed items of work. Upon completion of each phase of work, or when ordered by the Engineer, and before acceptance and final payment are made, the Contractor shall remove all surplus and discarded material, rubbish, equipment, debris, and temporary structures from the site, and restore the working site as directed by and to the satisfaction of the Engineer. All sewers, water mains, appurtenant structures, etc., shall be clean, free from debris and deposits.

(B) MAINTENANCE OF STREETS

Maintenance of streets and detours for vehicles shall include any repairs, as directed, including the filling of pre-existing and new potholes that may be necessary due to usage of streets by traffic. This repair work will be paid for under Item No. 4.02 CB - ASPHALTIC CONCRETE MIXTURE, or 4.02 CA - BINDER MIXTURE, as provided in the Bid Schedule.
Also, the Contractor shall provide reasonably safe and convenient walkways and passageways for pedestrian traffic. Where required by the Contract Documents or when ordered by the Engineer, the Contractor shall construct and maintain, as directed, temporary asphalt walkways and ramps in accordance with the requirements of Subsection 7.13.2.(G)(1), below, temporary wood plank or steel plate ramps or other configurations and materials, as may be required, and provide temporary pedestrian passageways (as per the NYC Department of Transportation's Standard Details of Construction, Standard Drawing H-1004, or as otherwise approved). The Contractor shall make the surface(s) of the pedestrian pathway(s) safe by eliminating ponding conditions, removing debris, sweeping, and wetting for dust control. All walkways and passageways must be in compliance with all ADA requirements.
The Contractor shall maintain access to all abutting properties and pedestrian usage of sidewalk areas, both old and new, at all times, as directed by the Engineer and as shown on the Contract Drawings, except at "Sidewalk Closings" as designated or as directed.
The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow, and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not limited to, stairway, promenades, esplanade areas, and sidewalk, including those fronting the Contractor's office and the Engineer's field office all of which will be the responsibility of the Contractor. In order to minimize the amount of salts entering the storm sewer system, snow melt must not be used in place of shoveling, but must be used after all standing snow is removed. This does not prohibit applying reasonable amounts of snow melt prior to snowfall.

(C) CONTROL OF DUST AND DEBRIS

The Contractor shall control dust and debris within the work area and the traveled way. The Contractor shall mitigate material spilling from trucks with the use of tarpaulin covers. All dust producing materials shall be wet down with water to the extent necessary to minimize dust. When public or local inconvenience is caused by dust occasioned by the sweeping and cleaning operations, the Contractor shall furnish and sprinkle water onto the affected surfaces during the sweeping and cleaning operations; however, the application of water shall not be used as a substitute for sweeping.
The Contractor shall perform all work operations so that dust and debris is minimized within the work zone and mitigated before any of it leaves the work zone. Movement of dust and debris by wind, vehicles, persons, and the Contractor's operations shall be cause for sweeping and watering to be implemented immediately as directed by the Engineer. Also, should dust and dirt cover over all or portions of the work site it shall also be cause for immediate sweeping and watering by the Contractor. All water furnished and applied under this item shall be free from harmful materials and shall be reasonably clean. Water shall be delivered in tanks or tank trucks, or by use of hydrants as permitted by the Department of Environmental Protection; however, no guarantee is made by the City as to the availability of suitable hydrants at the site. Where no suitable hydrants exist at the site, the Contractor shall be required to furnish water in tanks or tank trucks at no additional cost to the City.

(D) CLEANING OF SITE AND WASTE DISPOSAL

The Contractor shall be responsible for the removal of all rubbish and debris from the site of the project. The Contractor shall remove all piles of rubbish, debris, waste material and wood cratings as a result of the Contractor's operations as they accumulate. When directed by the Engineer the Contractor shall cart them away from the site. The Contractor shall employ and keep engaged for this purpose an adequate force of laborers.

The Contractor shall at the beginning and end of each day be required to pick up all litter, trash, and debris (excluding garbage and recycled material set to be picked up by scheduled private and/or public sanitation pickups) adjacent to and within the work zone on a daily basis, seven (7) days a week. The Contractor shall also during the day keep clean all roadways, sidewalks and other places in which the work is being performed or which are to be used in connection therewith.
The Contractor shall protect the site against unauthorized dumping of waste materials by patrolling the site and reporting violations to the Engineer, and should any unauthorized dumping occur, it shall be immediately removed by the Contractor to the Engineer's satisfaction.
While performing the above site cleaning work, the Contractor shall have available an approved mechanical street sweeper, with operator, suitable for removing dirt, debris, dust and loose stones; a sprinkler truck; adequate size pick-up truck with driver and laborers; an adequate supply of brooms, sixteen (16) inch wide or larger; and necessary hand tools and materials. The Contractor shall arrange to have necessary persons and equipment assigned to satisfy concerns relating to required clean up and restoration work. These persons with equipment shall be available to correct all matters requiring attention and shall be immediately available to respond to directives issued by the Engineer regarding specified problems of maintenance and cleaning.
The Contractor shall perform this work during the normal or extended working days. However, when required in accordance with the approved schedule or directed, the Contractor shall be prepared to extend this work beyond the normal workday, including weekends.
The Contractor shall provide trash receptacles for use by its construction staff. The trash shall be periodically removed and disposed of in compliance with local ordinances.

(E) DISPOSAL OF REMOVED MATERIALS

Except as may be otherwise specified herein or in the General Conditions, all materials which are permanently removed from the existing construction by the Contractor in accordance with the Contract Documents shall become the Contractor’s property and shall be disposed of by him away from the site. In addition, it is the intent of NYCDDC to have all metals that are excavated and removed from the site, such as iron castings street hardware (i.e., manhole frames and cover, valve box covers, hydrants, etc.), ductile iron sewer pipe, steel and ductile iron water main pipe, trolley track rails, etc. (excluding steel reinforcement embedded in concrete), recycled provided that they are not deemed contaminated or hazardous. Therefore, the Contractor shall agree to make every effort possible to recycle said metals removed from the site. As a record of such compliance, the Contractor shall be required to keep an accurate log of said materials that are excavated and removed from the site and where and how said materials are either processed for reuse or disposed of away from the site. A copy of said log shall be submitted to the Engineer along with the invoice submitted by the Contractor for payment each month.

(F) REMOVAL OF SURPLUS PLANT AND EQUIPMENT

When ordered by the Engineer, the Contractor shall be required to promptly move from any location within the contract area all such items of plant and equipment determined to be no longer necessary for the effective prosecution of the work at such point, to other locations to be designated by the Engineer. If, in the opinion of the Engineer, plant and equipment are no longer required on any portion of the work, they shall be removed from the site when so ordered.
Where access to regularly scheduled private and/or public sanitation pickups, such as garbage and recycled materials, is blocked due to the Contractor’s operations, the Contractor shall coordinate a schedule for collection of said materials, and/or shall collect and transport garbage and recycled materials to collection points, as directed by the Engineer, for disposal by public or private collections, as appropriate.
Waste material shall not be dumped in or on any part of the City's property except by special permission of the Engineer. Concrete mixing trucks shall not be washed on City streets nor shall the waste material from the washing out of concrete mixing trucks be discharged to any street, public property, sewer manhole, catch basin, sewer, street gutter, or other above or below ground structures. All excavated materials falling on roadways and sidewalks shall be promptly swept up and removed.

(G) MAINTAINING ACCESS TO PROPERTIES AT CUT AND FILL LOCATIONS

When it is necessary to cut or fill at abutting properties in accordance with the contract requirements, the Contractor shall immediately commence construction to provide entrance to and egress from said properties as shown on the Contract Drawings and/or by one of the following methods, or modifications made thereto, when so ordered by the Engineer:

(1) "Asphalt Ramps"
Temporary access ramps shall be made hard and smooth surfaced with asphaltic material (to be paid for under Item No. 4.02 CB or 4.02 CA, as provided in the Bid Schedule) The slope of temporary ramps at driveways and transition areas shall be approximately 25% [approximately a three (3") inch rise in one (1') foot] and be limited to a width of not more than eight (8') feet for single driveways and not more than twelve (12') feet for double driveways. The slope of temporary ramps at street hardware shall range between 1:10 and 1:6 (rise:run). The slope of temporary pedestrian ramps shall be limited to a width of not less than four (4') nor more than five (5') feet and a slope of approximately 1:12.

(2) "Benching"
In locations where embankments are to be constructed on existing slopes or against existing embankments with slopes steeper than 1 (vertical) on 3 (horizontal), slopes shall be benched as shown on the Contract Drawings. Benches shall be constructed as a "Temporary Retaining Wall" (Item No. 8.12). Access to abutting properties shall be provided as shown on the Contract Drawings or as per the details shown on the NYC Department of Transportation's Standard Details of Construction, Standard Drawing for Temporary Wooden Steps (Item No. 7.15).

(3) "Specified"
By methods specified and detailed on the Contract Drawings.

(H) FINAL CLEARANCE OF SITE

Immediately after the completion of the contract and before final acceptance of the Work by the Department, the Contractor shall remove all surplus material, temporary structures, and debris resulting from the Contractor's operations. Any painted markings (layout survey, etc.), excluding utility markings made under 16 NYCRR Part 753 (utility markings made under Part 753 shall not be removed), that have been placed by the Contractor and which are still remaining at the end of the contract shall be removed. Removal of painted markings shall be done using an approved power-washing method. The entire area shall be cleared and left in a neat presentable manner satisfactory to the Commissioner.
If as a result of the Contractor's operations, obstructions have fallen into a navigable waterway, they must be removed and the waterway and channel cleared; and the Contractor must obtain a release from the United States Coast Guard.

7.13.3. STORAGE OF MATERIALS AND EQUIPMENT. Roadways, sidewalks, gutters, crosswalks, and driveways shall at all times be kept clear and unobstructed unless a permit has been obtained from NYC Department of Transportation authorizing encumbrance of the roadway and/or sidewalk with equipment and/or material, provided it is in a manner which will not prevent the safe passage of vehicular traffic on such roadway designated to remain open, or the safe passage of pedestrians on such sidewalk and crosswalks, or block the normal drainage flow within the streets.

(A) DELIVERED MATERIALS NOT TO OBSTRUCT TRAFFIC

All materials delivered upon but not placed in the work shall be neatly piled so as not to obstruct public travel and shall be removed from the line of the work, at the direction of the Engineer, at no additional cost to the City. Unless the materials are so removed by the Contractor upon notice from the Engineer, the materials may be removed by the Commissioner and the expense thereof charged to the Contractor.

(C) PILING OF MATERIALS DELIVERED TO WORK SITE

Materials placed on the sidewalk or roadway shall be piled or stacked in a satisfactory and safe manner, enclosed with plastic barrels (Section 6.87) or barricades (Section 6.28 AA or 6.28 BA), and with pedestrian steel barricades (Section 7.36), "WARNING: KEEP OUT" signs (Section 6.25), and heavy duty safety orange construction fencing. The heavy duty safety orange construction fencing shall be safety orange in color, of heavy duty construction grade flexible plastic (light duty plastic screening fence will not be accepted), have a minimum height of four (4') feet, and shall be of a type approved by the Engineer. The heavy duty safety orange construction fencing shall be held vertically in place for its full length and shall be securely attached to barrels, utility poles, or a combination thereof, or other traffic control devices shown on the Contract Drawings or directed, in a manner approved by the Engineer. Loose materials shall be covered with tarpaulins, suitably held down. Areas adjacent to stored materials shall be kept clean and watered as required and as directed by the Engineer. When such materials are removed, the sidewalks and roadways must be immediately swept clean by the Contractor and control of dust shall be mitigated in accordance with the requirements of Subsection 7.13.2.(C), above.

Materials to be used in the work shall be compactly piled within limits to be designated by the Engineer. Sand and coarse aggregate may be piled within the roadway area. All old and such new material as has been approved, except sand and coarse aggregate, shall be neatly piled by the Contractor on the front half of the sidewalk, on planks or plates, if the same be flagged or otherwise improved.

Stored material shall be neatly stacked, placed at locations designated by the Engineer, and suitably enclosed or covered, protected, and wet down, as stipulated above. Streets under such construction material or equipment shall be shielded by wooden planking, skids or other protective covering approved by the Engineer. All pipes, fittings and appurtenances must be carefully stored, as approved by the Engineer, so as to prevent surface drainage, excavation material or other foreign matter from entering into the pipes, fittings and appurtenances.

Waste material and excavated material will under no conditions be permitted to remain on the work site or Provisions must be made by the Contractor to maintain curb-line drainage through storage areas. Stored materials shall not block the normal drainage flow or cause ponding conditions within streets and shall not be placed within fifteen (15') feet of any fire hydrant (working or not), at bus stops, within tree root zone areas, or any other areas as set forth in the rules of the department the obstruction of which would impair the safety or convenience of the public (also see General Notes on Contract Drawings for any additional information). In a street upon which there is a surface railroad, construction materials or equipment shall not be placed nearer to the track than five (5) feet.

The Contractor shall not be permitted to store, stockpile or lay down any construction material within the boundaries of tree pits or critical root zone (CRZ) of existing trees. This material includes but is not limited to lumber, fuel and oil containers, pipes, pipe fittings, barricades, hand tools, hoses, hardware, bricks, salvaged stone or granite, trash receptacles, or asphalt. Bulk material, equipment, or vehicles shall not be stockpiled or parked within the CRZ of any tree, or within ten (10') feet of the trunk (whichever is greater). This is done to minimize surface and subsurface root and soil compaction. This applies to all CRZs within or outside the project limit line. CRZ is calculated as (DBH x 1.5 ft = Radius). The radius calculation is equal to the critical root zone.

When no work is in progress, at least one half of the roadway must be left clear at all times.

The Contractor must remove any stored materials/equipment from the project street(s), as directed by the Engineer, within forty-eight (48) hours' notice, at no additional cost to the City. Payment for compliance with such a directive shall be deemed included in the unit price bid for this "Maintenance of Site" item.

(C) ILLUMINATION OF BUILDING MATERIAL AND EQUIPMENT ON STREETS

Pursuant to Section 19-121 of the Administrative Code of the City of New York, the Contractor's attention is directed to the following:

1. Whenever a permit is issued for any construction material or equipment, the outer surface of such construction material or equipment shall be clearly marked with high intensity fluorescent paint, reflectors, or other marking which is capable of producing a warning glow when illuminated by the headlamps of a vehicle or other source of illumination.
2. Each approved storage area shall have at least one (1) sign identifying the Contractor's name, Project ID/Name, and the phone number of the Engineer's Field Office.
3. Violations. Any person who shall violate any of the above provisions, upon conviction thereof, shall be subject to the Criminal penalties pursuant to Section 19-149 of the Administrative Code of the City of New York or Civil penalties pursuant to Section 19-150 of the Administrative Code of the City of New York, or both such fines and imprisonment.

(D) STORAGE WITHIN THE PROJECT LIMITS

The Contractor will not be permitted to store construction equipment, construction material or excavated material within the project limits, except where specifically approved by the Engineer and only under the following conditions:

The Contractor will not be permitted to allow the personal vehicles of the Contractor's work force to be stored, parked, or to stand within the limits of any designated work area or in "no parking", "no standing", and/or other restricted zones; vehicles so stored, parked, or found standing may be ticketed and/or towed at the owner's expense. This restriction shall exclude Contractor owned vehicles transporting and/or storing specialized equipment and/or materials necessary for the execution of ongoing contract work, as approved by the Engineer. The Contractor shall be responsible for properly notifying the Contractor's work force of these restrictions.

Payment for traffic control devices such as plastic barrels, barricades, pedestrian steel barricades, and warning signs used to enclose stored materials and equipment within the project limits will be paid for under the appropriately scheduled items; however, when no appropriately scheduled item or items are provided in the bid schedule, the cost of those items shall be deemed included under all scheduled items.

Materials stored on site shall be "Installed in Place" within two (2) consecutive working days of delivery to the job site, unless otherwise specified or permitted by the Engineer. (Construction supervisor will be required to maintain accurate records of all delivery dates.) No material shall be stored on site during construction shutdowns and/or stoppages scheduled to last more than five (5) consecutive working days.

(E) STORAGE OUTSIDE THE PROJECT LIMITS

The Contractor may be permitted to occupy off site street/roadway areas for material storage, subject to their availability and conformance with City wide permitting requirements for storage of materials; however, this neither implies nor guaranties the Contractor the availability and/or approval of any off site street/roadway areas.

Materials and/or equipment must be stored safely and neatly as specified above, with appropriate Maintenance and Protection of Traffic devices separating the storage area from vehicular traffic and pedestrians. Loose materials must be properly and neatly stored.

No separate payment will be made for providing off site storage site(s) where approved or for providing any traffic control devices used for off-site storage, the cost of which shall be deemed included under all scheduled items.

7.13.4. NONCONFORMANCE. No payment will be made under Maintenance of Site for each calendar day during which there are deficiencies in compliance with the foregoing specification requirements, as determined by the Engineer and made evident by the Engineer's failure to sign documents each day approving payment to be made under this item.

The amount of such calendar day non-payment will be determined by dividing the unit price bid per month by thirty (30).

If the Contractor fails to maintain and protect the site, or any portion thereof, adequately and safely for a period of three (3) or more consecutive hours, the Engineer may correct the adverse conditions by any means deemed appropriate, including, but not limited to, "outside services," and shall deduct the cost of the corrective work from any monies due the Contractor. The cost of this work shall be in addition to the nonpayment for site maintenance listed above.

However, where continued nonconformance with the requirements of this specification is noted by the Engineer, and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Engineer, regardless of whether corrections are made by the Engineer as stated in the paragraph above.

Furthermore, in addition to the remedies specified above, in the event the Contractor shall fail to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of the contract and the specifications in the matter of providing facilities and services for the maintenance, protection and cleanup of the construction site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum shown per calendar day in Schedule A, for each instance of such failure, as liquidated damages and not as a penalty, for such default.

Any money due the City of New York under this provision shall be deducted from the amounts due or to become due to the Contractor for work performed under the contract.

7.13.5. MEASUREMENT.

(A) MAINTENANCE OF SITE (LUMP SUM)

Payment will be made by lump sum.

(B) MAINTENANCE OF SITE (PER MONTH)

The quantity to be measured for payment under this item shall be the number of months (to the nearest 1/4 month increment) that the Contractor satisfactorily provides for the Maintenance of Site in accordance with these specifications, including winter shut down, holiday embargo, and other work suspension periods for which the Contractor remains responsible for site maintenance. Measurement for this item shall not begin until actual construction work is started at the site.

Periods where the Contractor is demobilized and not continuing the site maintenance will not be measured for payment. The Engineer will provide written notice two weeks in advance that the Contractor is being deemed to be demobilized. For the avoidance of doubt, reduced activity during winter shutdowns, holiday embargos, and other work suspension periods as shown on the Contractor's approved CPM schedule do not count as demobilization, provided the Contractor continues to be responsible for site maintenance and responsive to notifications of nonconformance per **Subsection 7.13.4** above. Should such nonconformance occur during periods of demobilization, the liquidated damages described in **Subsection 7.13.4** above may be assessed during periods where maintenance of site is not being measured for payment.

In order to incentivize early completion, the City agrees to share the savings resulting from the reduction of the quantity measured for payment under this item.

If the determination of Substantial Completion is reached at least two (2) months earlier than the Substantial Completion date set forth in the Notice to Proceed letter, plus any approved time extensions, the Contractor and the City will evenly split the saved amount. This payment will be in addition to any payments of incentive for early completion if one is specified for the Project.

For example, using a contract with a 30-month duration for achievement of substantial completion, the following would apply under these two scenarios:

1. Project substantial completion is achieved in 28.5 months: Because the contract was completed within two (2) months of the scheduled substantial completion date, the contractor is entitled to be paid the 28.5 month project duration for the Maintenance of Site, with no additional amounts due to the contractor from any savings.
2. Project substantial completion is achieved in 26 months: Because the contract was completed more than two (2) months prior to the scheduled substantial completion date, the contractor is entitled to be paid the 26 month project duration plus half of the four months saved, amounting to 28 months to be paid to the contractor for the Maintenance of Site.

7.13.6. PRICE TO COVER.

(A) MAINTENANCE OF SITE (LUMP SUM)

The lump sum price bid for Maintenance of Site shall include the cost of furnishing all labor, materials, plant, equipment, insurance and incidentals required to maintain, protect and clean up the site, all in accordance with the Contract Drawings, these specifications, and the directions of the Engineer. Payment will be made in proportion to the percentage of actual contract completion. The final payment for this item will be in direct proportion (whether higher or lower) to the final contract value as compared to the original contract value.

(B) MAINTENANCE OF SITE (PER MONTH)

The unit price bid per month for Maintenance of Site shall include the cost of furnishing all labor, materials, plant, equipment, insurance and incidentals required to maintain, protect and clean up the site, all in accordance with the Contract Drawings, these specifications, and the directions of the Engineer. Where no separate item is provided for this work, the cost thereof shall be deemed to be included under all scheduled items.

Payment will be made under:

Item No.	Item	Pay Unit
7.13 A	MAINTENANCE OF SITE	L.S.
7.13 B	MAINTENANCE OF SITE	MONTH

(4) **Refer** to the **Standard Highway Specifications (May 16, 2022)**,, Page 542:
Add the following **new Section 7.35:**

SECTION 7.35
PEDESTRIAN CHANNELIZER

7.35.1. INTENT. This section describes the work of providing interlocking pedestrian channelizers to be used as temporary pedestrian access route between pedestrian and construction work areas when directed by the Engineer.

Pedestrian channelizer must provide the same level of pedestrian guidance as concrete or plastic barrier, but should be light weight, easier to transport, install and remove with interlocking arrangements.

7.35.2. MATERIALS. The work shall consist of furnishing, maintaining, relocating, and removing pedestrian channelizer in sidewalk areas as per the specifications, as shown on the Contract Drawings or where otherwise directed by the Engineer.

Pedestrian Channelizer units must meet the requirements of the following standards:

a. 2010 ADA Standards for Accessible Design
b. 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
c. 2009 Manual on Uniform Traffic Control Devices (MUTCD), with FHWA Revisions and NYS Supplements

Product should meet the crash test and evaluation criteria contained in the American Association of State Highway and Transportation Officials' (AASHTO) Manual for Assessing Safety Hardware (MASH) and have a FHWA acceptance letter.

Acceptable products include:

a. ADA PEDESTRIAN BARRICADE – STRONG WALL by PLASTICADE
b. ADA COMPLIANT PEDESTRIAN BARRICADE like Safety Rail & Safety Wall by PSS
c. Urbanite 57000 Series by Urbanite
d. Plastic Safety System Safety Wall by PAUL PETERSON SAFETY DIVISION.
e. Or approved equivalent

Battery operated flashing units as approved by the Engineer.

7.35.3. METHODS. Pedestrian Channelizer units of the various sizes required shall be furnished to the site, complete, ready to use. All units shall be in good condition and acceptable to the Engineer. pedestrian channelizer installed must meet the requirements of the standards listed in **Section 7.35.2** above.

The Contractor shall install pedestrian channelizer by placing them where shown on the Contract Drawings or where otherwise directed by the Engineer. Adjacent units shall be interlocked. Weights (sand or water ballast in the unit, sandbags, concrete blocks, etc.) must be used per the manufacturer's recommendations, as necessary to ensure stability, or as directed by the Engineer. Weights must not interfere with pedestrian travel. The minimum number of interlocked barricade units in a given run must be two, unless otherwise approved by the Engineer. Where less than three units are required and approved by the Engineer, additional measures shall be taken by the Contractor to stabilize the shorter length of interlocking barricade and prevent overturning.

At corners, units four feet or less in length must be used to form smooth curved runs of barricade.

Contractor shall continuously maintain the temporary pedestrian steel barricades, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the barricades at the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor shall replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

Battery operated flashing units will be installed on every alternate pedestrian channelizer or as approved by the Engineer.

7.35.4. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of pedestrian channelizer constructed and placed, complete, based upon the summation of the lengths of the individual units so constructed and placed.

Payment will be made for only the initial installation at any location. Whenever pedestrian channelizer are moved to a new location, as required by the Contract Drawings or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Whenever the Contractor proposes to move pedestrian channelizer to a new location it is subject to approval of the Engineer and must be in accordance with the latest approved progress schedule. Minor movement of the pedestrian channelizer within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment. Minor movement within a work area includes, but is not limited to

- Movement from one side of the roadway to the other side
- Movement to adjust the roadway or work zone width
- Movement required to access the work zone or to secure the work zone
- Linear movement of less than one block within an established work zone
- Rearrangement within a work area

No payment will be made: for non-interlocked units of barricade; for barricade units greater than four (4') feet in length used in corner quadrants; for movements of pedestrian channelizer made for the Contractor's convenience; for movement of barricades at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of barricades at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of barricades between initial installations.

7.35.5. PRICE TO COVER. The contract price bid per linear foot for PEDESTRIAN CHANNELIZER will cover the cost of furnishing all labor, materials, plant, equipment, insurance, battery operated flashing units and necessary incidentals required to furnish, install, maintain, relocate, and remove PEDESTRIAN CHANNELIZER, complete with weights for stability, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Where there is no scheduled item for temporary Pedestrian Steel Barricades, the cost of furnishing, installation, maintenance, relocation, and subsequent removal of PEDESTRIAN CHANNELIZER as required will be deemed included in the unit price bid for the Maintenance and Protection of Traffic Item.

Payment will be made under:

Item No.	Item	Pay Unit
7.35	PEDESTRIAN CHANNELIZER	L.F.

(5) **Refer** to the **Standard Highway Specifications (May 16, 2022)**,, Page 549:
Add the following **new SECTION 7.70 TPR preceding SECTION 7.88:**

SECTION 7.70 TPR - TEMPORARY PEDESTRIAN RAMP (NOT A PAY ITEM)

7.70TPR.1. **INTENT.** This section describes the work of providing Temporary Pedestrian Ramps (TPRs) near new pedestrian construction work areas and the ADA guidelines. TPRs should provide access to sidewalk routes when pedestrian ramps are not accessible due to construction activities going on or around pedestrian ramps.

The work will consist of furnishing, installation, maintaining, relocating, and removing TPRs in order to access sidewalk areas as shown on the Contract Drawings or where otherwise directed by the Engineer.

TPRs must consist of temporary pedestrian ramp units having a geometry similar to that shown on the Contract Drawings, as directed the Engineer and complying with the following requirements:

1. TPR running slope must not exceed 1:12 ramp slope, which equals 4.8 degrees slope or one foot of wheelchair ramp for each inch of rise. For instance, a 30 inch rise requires a 30 foot handicap wheelchair ramp.
2. Cross slope must not exceed 1:48.
3. Handrails must be provided on both sides if rise is more than 6 inches.
4. A minimum 5' x 5' flat, unobstructed area at the top and bottom of the ramp
5. A Minimum width of 36 inches of clear space across the wheelchair ramp.
6. Maximum run of 30 feet will be allowed ramp before a rest or turn platform.
7. Ramp handrail height will be between 34" and 38" in height on both sides of the wheelchair ramps.
8. The TPR must allow for normal street drainage.

7.70TPR.2. **MATERIALS AND METHODS.**

1. LUMBER TPR: Lumber should have a slip-resistant surface. Use pressure treated wood for most of the wood material. Lumber must be preservative-treated southern pine, grade #2 or better. Pressure treated lumber must resists rot and decay with level of treatment as per American Wood Council latest standards. Decking board for the TPR will be at a minimum 2” thick.

2. ALUMINUM TPR: Aluminum should be high traction (e.g., textured extruded aluminum surface), dock plate with a coefficient of friction not less than 0.5 and made from high strength, lightweight aluminum; it should be slip-resistant and have a self-adjusting ground transition plate. The Ramp, Step, and Platform system is designed to be a rigid, free-standing structure. All footplates should be fastened securely to a concrete surface or 12” minimum diameter footings in order to achieve full structural integrity. Footing depth will depend on local building code.

Fastening all platforms to the building or modular building with lag screws is highly recommended.

3. FIBERGLASS/PLASTIC TPR: Fiberglass/ Plastic ramps should be able to take minimum wheelchairs, foot traffic etc., not less than 550 lbs., should be ADA compliant and adapts to varying curb heights from minimum of 2.5” to 7”. Should be anti-slip with high visibility surface and must be bolted for maximum stability and security. Coefficient of friction will not be less than 0.5.

All ramp handrails and ramp guardrails are designed to withstand a concentrated load of 200 pounds applied in any direction on the top of the rail.

All Ramp handrails are designed to be continuous along ramp runs and in between the inside corner of 90 degree and 180 degree turns in ramp direction. Handrails are not interrupted by posts or other obstructions.

Platforms and landings will be designed to carry a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds in an area of one square foot.

Walking surfaces for serial number 1, 2 and 3 above must be designed to have a coefficient of friction no less than 0.50 in all directions of travel.

7.70TPR.3. **METHODS.** All units must be in good condition and acceptable to the Engineer. The Contractor must install the TPR by placing them where shown on the Contract Drawings, specifications and as directed by the Engineer. All the modular ramps will be assembled as per manufacturer's instructions.

If the modular ramps are pre-assembled and transported to their locations, Contractor must use utmost care in the delivery and installation of these units.

Units can also be fabricated/constructed at site with the approval of the Engineer.

Contractor must continuously maintain the TPR, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor must replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

7.70TPR.5. **MEASUREMENT AND PAYMENT**

The price of TPR will be deemed included in the prices bid for all the scheduled contract items.

SECTION HW-900H - ALLOWANCE FOR CITY WORK ACCELERATION

Under this Section, the Contractor will be paid for City work deemed necessary by DDC's Commissioner to accelerate the City work items in the project during critical periods but the use of this item will expire on the original contract substantial completion date. Such accelerated City work includes:

A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which shall be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,

B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,

C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner that result in additional costs to perform contract work as specified.

Such accelerated City work shall be paid for under this item in accordance with the requirements of **Articles 25 and 26** of the Standard Construction Contract.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by DDC's Commissioner.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any accelerated work performed by the Contractor, as directed by DDC's Commissioner.
Payment will be made under:

Item No.	Item	Pay Unit
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	F.S.

C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

(1) **Refer** to **Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances**, Page 19:
Add the following to **Subsection 10.15**:

(1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Dennis Brady at (917) 608-3435.

(2) VERIZON

There are VERIZON facilities in the area of construction. The Contractor must notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Aubrey Makhanlall at (516) 758-3705.

(3) ALTICE/CABLEVISION

There are ALTICE/CABLEVISION facilities in the area of construction. The Contractor will notify ALTICE/CABLEVISION at least seventy-two (72) hours prior to the start of construction by contacting Mr. Al Clark at (718) 861-3782.

(2) **Refer** to **Subsection 10.21 - Contractor To Notify City Departments**, Page 21:
Add the following to **Subsection 10.21**:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor will notify Ms. Sol Posada, P.E., Chief, Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at (718) 595-7434 at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Plant Operations - Engineering Unit at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 624-4194 or (718) 624-3752.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Akmal Mikhail - Signal/Street Lighting Operations, 34-02 Queens Boulevard, 2nd Floor, Long Island City, N.Y. 11101 at (212) 839-3368, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor will notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Daniel Grulich at (718) 760-6927.

(5) N.Y.C. TRANSIT AUTHORITY

(a) The Contractor shall notify the Transit Authority by the morning of the next business day following the day of notification of the work order at each ordered location by contacting Mr. John Malvasio, P.E., Director, Department of Maintenance-Of-Way, 130 Livingston Street, Room 8044D, Brooklyn,

New York 11201, Telephone (718) 694-1358, if any T.A. facility is within fifty (50) feet of the construction work.

(b) The Contractor shall notify the Transit Authority by the morning of the next business day following the day of notification of the work order at each ordered location by contacting Ms. Sarah Wyss, Director Of Short Range, Bus Service Planning (SRB), 2 Broadway, 17th Floor, New York, N.Y. 10004, Telephone No. (646) 252-5517, sarah.wyss@nyct.com, if any bus routes as well as bus stops may be affected by construction work.

(6) City of Mount Vernon DEPARTMENT OF PUBLIC WORKS

The Contractor must notify the City of Mount Vernon Department of Public Works at least thirty (30) days prior to the start of construction by contacting Damani Bush, Commissioner at (914) 665-2492.

(3) **Refer** to **Subsection 10.24 – Damaged Water Service Pipes To Be Repaired By A Licensed Plumber**, Page 22:
Add the following to **Subsection 10.24**:

If the damaged or cut water service pipe is lead, galvanized steel, or galvanized iron, the service pipe must not be partially replaced, but fully replaced from the main to the house control valve. If the service pipe was damaged, cut, or otherwise interrupted due to the Contractor's actions or means & methods (including selection of shoring systems), the water service pipe will be replaced at the Contractor's own cost.

(4) **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page 24:
Add the following to **Subsection 10.30**:

(1) Traffic Stipulations:
The Contractor shall refer to the Traffic Stipulations (Four (4) pages) that are attached to the end of this section, and as directed by the Engineer.

(5) **Refer** to **Subsection 40.02.15 - Disposal Of Water From Trenches**, Page 183:
Add the following to **Subsection 40.02.15**:

(A) The Department of Design and Construction has **not** filed application for Dewatering Permit with the New York State Department of Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, for a Temporary Well Point System Permit. However, it is anticipated that the criteria for rate of pumping specified herebefore in this section will be exceeded in areas of construction; the Contractor shall be responsible for applying and obtaining the necessary dewatering permit prior to the dewatering of trenches within the scope of this project.

As part of the permit application the Contractor will be required to comply with all the requirements of **Section 40.14** of this addendum.

Copies of all materials submitted to NYSDEC shall be sent to the New York City Department of Design and Construction (NYCDDC), Infrastructure/Design.

The following minimum requirements set forth by the New York Department of Environmental Conservation shall be complied with prior to the start of work in areas of construction requiring dewatering permit:

(1) An analysis must be made of water samples taken. The results are to be submitted to the Regional Permit Administrator. An analysis shall be made for BOD, salinity, oil, and grease. The samples shall be analyzed by a laboratory certified by the New York State Health Department and the results are to be submitted directed to the New York State Department of Environmental Conservation by the laboratory.

(2) Prior to setting any wells, wellpoints or header pipes, the Contractor shall submit to the NYSDEC a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on the beach areas shall be done in such a manner as to eliminate any erosion or siltation and will require the installation of splash blocks and/or settling basins.

The Contractor is advised that all work required in obtaining a permit, must be submitted to, and approved by the NYSDEC prior to the commencement of any work in areas of construction requiring dewatering permit. No payment for any item of work will be made, and no shop drawing shall be approved for the areas of construction until such time that a written approval is obtained from the NYSDEC.

(B) The Contractor is advised that all work shall be governed by the provisions and requirements of the obtained permit, and their said provisions and requirements shall be made a part of the contract and the Contractor shall be responsible for strict adherence thereto.

The cost of all work required for applying, complying and obtaining required dewatering permits including the cost for any required updating of permits shall be deemed included in the prices bid for all item of this contract. No additional or separate payment will be made for any work required in order to comply with these requirements.

(6) **Refer** to **Subsection 71.41.4 - Specific Pavement Restoration Provisions**, Page 530:
Add the following to **Subsection 71.41.4**:

(E) Specific Pavement Restoration Provisions:

(1) In all street area requiring both sewer and distribution water main work, the restoration will be as follows:

(a) The permanent restoration over the **trench width and cutbacks only** will consist of a top course of one and one-half (1-1/2) inches of binder mixture on a base course of a minimum of four and one-half (4-1/2) inches of binder mixture, or a top course of a minimum of three (3) inches of binder mixture on a base course of a minimum of six (6) inches of concrete, to match the existing pavement or as directed by the Engineer.
(b) Finally, an overlay of two (2) inches of asphaltic concrete wearing coarse will be installed over the entire width of the roadway from **curb to curb** or **edge to edge** of existing roadway.

(2) If the street area with requiring distribution water main work only, the restoration will be as follows:

(a) The permanent restoration over the **trench width and cutbacks only** will consist of a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a base course of a minimum of four and one-half (4-1/2) inches of binder mixture, or a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a minimum of one and one-half (1-1/2) inches of binder mixture on a base course of a minimum of six (6) inches of concrete, to match the existing pavement as directed by the Engineer.

(4) The Following Requirements Apply:
(a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course will be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal will be in accordance with paragraph (b) below.

(b) Pavement excavation along with saw cutting of pavements for sewer and water main trenches will be in accordance with **Section 71.21 - Pavement Excavation** of the Standard Sewer And Water Main Specifications.

(c) At locations requiring the installation of a concrete base course, a reflective cracking membrane will be installed over joints prior to restoration, the cost of which will be deemed included in the prices bid for all pavement restoration items. Additionally, appropriate pavement keys as described below will be used.

(d) Pavement keys **Type B-1** will be used to insure a desired four (4) inch curb reveal (two and one-half (2-1/2) inch absolute minimum). Pavement key **Type A** will be used in all intersections. Both keys are to be per Bureau of Highways Operations Specifications and Standard Details of Construction.

(e) Unless otherwise specified, the cost for Proctor analyses, in-place soil density tests, tack coating, eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings for all roadway work will be deemed included in the prices bid for all pavement restoration items.

(f) Payment for placement of temporary pavement marking will be made under Item No. 6.49 - TEMPORARY PAVEMENT MARKINGS (4" WIDE).

(g) Payment for removal of existing pavement markings will be made under Item No. 6.53 - REMOVE EXISTING LANE MARKINGS (4" WIDE).

(h) Payment for placement of permanent pavement marking with thermoplastic reflectorized pavement markings (crosswalk and lane dividers) will be made under Item No. 6.44 - THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE).

(i) Payment for pavement restoration will be made under the following items:

Item No.	Item	Payment Description
4.02 AB-R	Asphaltic Concrete Wearing Course, 1-1/2" Thick	(For asphaltic concrete wearing course top course when no overlay is required.)
4.02 AF-R	Asphaltic Concrete Wearing Course, 2" Thick	(For 2" asphaltic concrete wearing course overlay from curb to curb or edge to edge.)
4.02 CA	Binder Mixture	(For binder mixture base course over trenches and cutbacks; binder mixture top filler course under asphaltic concrete wearing course when no overlay is required; binder mixture top course when overlay is required; binder mixture in Type A and B Keys; and binder mixture to fill in roadway depressions and to provide a leveling course prior to overlay where ordered.)
4.04 H	Concrete Base For Pavement, Variable Thickness For Trench Restoration (High Early Strength)	(For concrete base course over trenches and cutbacks.)

D. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(No Text)

END OF SECTION
This Section consists of twenty-eight (28) pages Plus four (4) pages of Attachments

NEW YORK CITY DOT

Department of Transportation

Ydanis Rodriguez, Commissioner

OCMC TRAFFIC STIPULATIONS

October 7, 2022

OCMC FILE NO: **BXEC-22-649**
CONTRACT NO: **HED-578**
PROJECT: **REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER**
LOCATION(S): **MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE (BOROUGH OF THE BRONX)**

PERMISSION IS HEREBY GRANTED TO **NYC DEPARTMENT OF DESIGN AND CONSTRUCTION** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

I. SPECIAL STIPULATIONS

A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.

B. **BIKE LANES** – FOR ANY WORK IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST COMPLY WITH THE **NEW GUIDELINES FOR THE MANITENANCE & PROTECTION OF TRAFFIC PLAN FOR CYCLING**, WHICH ARE AVAILABLE AT:

HTTPS://WWW1.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/BIKE-MPT-GUIDELINES.PDF

C. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE A123 ST 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.

D. **CITYBENCH:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT CITYBENCH@DOT.NYC.GOV PRIOR TO COMMENCING WORK.

E. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE:** THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. THE PERMITTEE MUST PROTECT NYC DEP GREEN INFRASTRUCTURE DOWNSTREAM OF THE WORK OR WITHIN FIVE (5) FEET OF THE WORK AREA. THE PERMITTEE MUST EMAIL NYC DEP AT SUSTAINABILITY@DEP.NYC.GOV FOR PROTECTION REQUIREMENTS PRIOR TO COMMENCING WORK. THE PERMITTEE IS RESPONSIBLE FOR RESTORATION OF DAMAGED NYC DEP INFRASTRUCTURE AS DIRECTED BY NYC DEP.

F. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.

G. **STREET LIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.

H. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.

I. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.

J. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.

K. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.

L. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.

M. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.

N. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.

O. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF

II. MAINTENANCE AND PROTECTION OF TRAFFIC

- Coordinate with MTA Bus Operations (contact michael.wallin@nyct.com) prior to mobilization.

1. CRANFORD AVENUE BETWEEN MUNDY LANE AND SETON AVENUE

- Work hours shall be 9am to 4pm Monday to Friday, and Saturday from 9am to 7pm.
- Maintain one 12'-wide lane for local and emergency traffic only with flaggers on each end of the work zone.
- After work hours, restore all travel lanes to traffic.
- Work in one sidewalk at a time. May fully close one sidewalk during work hours, while directing pedestrians to the opposite sidewalk, via the use of flaggers and signage at each intersection. After work hours, restore the full width of the sidewalk to pedestrians.

2. MUNDY LANE BETWEEN EAST 241ST STREET AND CRANFORD AVENUE

3. MUNDY LANE BETWEEN EAST 241ST STREET AND NEREID AVENUE

- Coordinate with MTA Bus Operations (contact michael.wallin@nyct.com) prior to mobilization.
- Work hours shall be 7am to 4pm, Monday to Friday, and 9am to 7pm Saturday.
- During work hours, may fully close the west sidewalk, while diverting pedestrians to the opposite/east sidewalk, via the use of flaggers and signage at each intersection. After work hours, restore full width of the sidewalk to pedestrians.
- During work hours maintain two 11'-wide lanes for traffic (one 11'-wide travel lane in each direction). After work hours, restore all travel lanes to traffic.

4. EAST 241ST STREET BETWEEN MUNDY LANE AND SETON AVENUE

- Work hours shall be 7am to 4pm Monday to Friday, and 9am to 7pm Saturday.
- During work hours, maintain one 12'-wide lane for two-way traffic with flaggers on each end of the work zone. After work hours, restore all travel lanes to traffic.
- During work hours, may fully close one sidewalk at a time, while diverting pedestrians to the opposite sidewalk, via the use of flaggers and signage at each intersection. After work hours, restore full width of the sidewalks to pedestrians.

5. NEREID AVENUE BETWEEN MUNDY LANE AND SETON AVNEUE

- Coordinate with Mount Saint Michael Academy school prior to mobilization.
- Coordinate with MTA Bus Operations (contact michael.wallin@nyct.com) prior to mobilization.
- Work hours shall be 9am to 4pm Monday to Friday when school is not session, 9am to 2pm Monday to Friday when school is in session, and 9am to 7pm Saturday. A school variance (VAR001) is granted to work during school hours; the contractor must notify the school principal in writing 48 hours prior to beginning any work.
- During work hours, maintain two 11'-wide lanes for traffic (one 11'-wide lane for traffic in each direction). After work hours, restore all travel lanes to traffic.
- During work hours, may fully close the north sidewalk, while diverting pedestrians to the opposite/south sidewalk, via the use of flaggers and signage at each intersection. After work hours, restore full width of the sidewalks to pedestrians.

6. INTERSECTION OF MUNDY LANE AND CRANFORD AVENUE

- Work hours shall be 9am to 4pm Monday to Friday, and 9am to 7pm Saturday.
- During work hours, may fully close one (1) pedestrian crossing, while maintaining all other pedestrian crossings open to pedestrians. After work hours, must restore all pedestrian crossings.
- During work hours, maintain two 11'-wide lanes for traffic (one 11'-wide lane for traffic in each direction) on Mundy Lane, and maintain one 12'-wide lane for local and emergency traffic with flaggers at each end of the work zone on Cranford Avenue. After work hours, restore full width of the intersection to traffic.

7. INTERSECTION OF MUNDY LANE AND EAST 241ST STREET

- Work hours shall be 7am to 4pm Monday to Friday, and 9am to 7pm Saturday.
- During work hours, may fully close one (1) pedestrian crossing, while maintaining all other pedestrian crossings open to pedestrians. After work hours, must restore all pedestrian crossings.
- During work hours, maintain two 11'-wide lanes for traffic (one 11'-wide lane for traffic in each direction) on Mundy Lane, and maintain one 12'-wide lane for two-way traffic with flaggers at each end of the work zone on East 241st Street. After work hours, restore full width of the intersection to traffic.
- During pedestrian ramp installation, may fully close the southwest corner of the sidewalk and direct pedestrians to the opposite sidewalks, via the use of flaggers and signage at each intersection. May fully close a maximum of two (2) pedestrian crossings at a time, provided all other pedestrian crossings are maintained and open to pedestrians. After work hours, must provide and maintain a minimum 5-foot protected pedestrian walkway adjacent to the curb, and restore all pedestrian crossings.

8. INTERSECTION OF MUNDY LANE AND NEREID AVENUE

- Work hours shall be 9am to 4pm Monday to Friday, when school is not session, 9am to 2pm Monday to Friday when school is in session, and 9am to 7pm Saturday.
- During work hours, may fully close one (1) pedestrian crossing, while maintaining all other pedestrian crossings open to pedestrians. After work hours, must restore all pedestrian crossings.
- During work hours, maintain two 11'-wide lanes for traffic (one 11'-wide lane for traffic in each direction) on both Nereid Avenue and on Mundy Lane. After work hours, restore full width of the intersection to traffic.
- During pedestrian ramp installation, shall work on one corner of the street at time (northwest or southwest), while fully closing the sidewalk and directing pedestrians to the opposite sidewalk, via the use of flaggers and signage at each intersection. May fully close a maximum of two (2) pedestrian crossings at a time, provided all other pedestrian crossings are maintained and open to pedestrians. After work hours, must provide and maintain a minimum 5'-wide protected pedestrian walkway adjacent to the curb, and restore all pedestrian crossings.

III. GENERAL NOTES

A. **THIS IS NOT A PERMIT**. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.

B. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

C. THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

1. STREET FAIRS / FESTIVALS

- ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
- PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

2. RUNNING / WALKING / BIKING EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

3. PARADES

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

4. MAYORAL EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.

E. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.

F. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.

G. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.

H. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

I. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW.**

J. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.

L. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

DUANE BARRA
DIRECTOR
OCMC

ALEX LUBMAN
PROJECT MANAGER
OCMC

NO TEXT ON THIS PAGE

EP7 (1.0) - PAGES

GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

NOTICE

THE PAGES CONTAINED IN THIS SECTION REPRESENT THE GAS COST SHARING WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

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I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b.Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. The Engineer will notify the gas facility operator in writing of overruns. The Contractor must invoice the gas facility operator for payment of all overruns, which will be paid by the gas facility operator at the contract bid price. Gas facility operator will be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of

excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or

water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

A. Upstream invert chute is more than six (6) feet deep because of gas facilities.

B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:
Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL- GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility

operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Warp then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in it's entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or city structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractors trench by authorized Con Edison personnel who will remove the Coal Tar Wrap as per Con Edison and/or NYC-DEP approved procedures. This access shall conform to all applicable codes, rules & regulations. This work by Con Edison personnel shall be performed in a timely fashion and shall not unduly impede the Contractors progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities,

then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of

unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to

the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.

B. For Encroaching Facilities: Volume calculated as: Depth of trench as allowable by OSHA, maximum up to five (5) feet multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").

C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.

D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as measured from existing street surface to the bottom of the trench excavation multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.06a - Special Care Excavation and Backfilling for Transmission Mains. (Transmission Main is described as any gas main with a MAOP greater than 124 psig)

1. Description:

Under this section, the contractor shall provide all labor, materials (except for sand to be utilized for backfill of a one foot envelope around the facility to be furnished by the facility operator), equipment, and incidentals required to support and protect the integrity of Gas Transmission Main during excavations. This facility is owned by the gas company operating in the area, hereafter referred to as facility operator. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability of Section:

This section shall apply to Transmission Main of various sizes located within any excavation sheeted or unsheeted (excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently unsheeted/sheeted using approved shoring methods and paralleling, encroaching and crossing any excavation. Parallel facilities are not exposed at any time during excavation (within 2' of edge of excavation)). Encroaching facilities are partially/fully exposed inside the limit of excavation. This section shall also apply to gas facility crossing catch basins excavation and catch basins sewer connections (chutes), water mains, fire hydrant branch connections, sanitary sewer, storm sewer, combination sewer, house sewer and/or water service connections excavations. The excavation around fully exposed live gas facilities along and within limits of excavation shall be covered by this section also, however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the contractor and facility operator.

3. Payment Restriction:

The bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "minimum clearances" described in the General Provisions for Gas Cost Sharing (Para. No.8) cannot be maintained, the excavation shall be abandoned and the contractor shall be compensated as per the provisions specified in Paragraphs Nos. 5 and 6 of this item (6.06A).

4. Method of Construction:

All excavations in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. No saw cutting of pavement or masonry for gas mains having less than 2 feet of cover to break asphalt/concrete as determined by the facility operator. The contractor shall use power excavation for the removal of pavement or masonry but only to the depth of such pavement or masonry **(breaking of pavement or masonry shall be done by means of hand held pneumatic breaking equipment).** Upon removal of pavement or masonry the contractor shall use hand excavation methods only **(pick and shovel; no power tools)** to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer and the facility operator the contractor shall then proceed with hand only within the zone of protection described as 2 feet from the face of the facility in all directions of the facility as required to preserve the integrity of the facility. Once outside of the zone of protection as described above the contractor may use a combination of hand and machine to complete the excavation.

5. Method of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with special care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method of Measurement:

A. For Paralleling Facilities:
Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multiplied by, the width measured as two (2) feet from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility, beyond 2 feet from the face of facility the contractor can use a combination of hand and machine.

B. For Encroaching Facilities:
Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multiplied by, the width measured as two (2) feet plus the exposed facility toward the center of excavation, multiplied by the length of the encroached facility, divided by twenty-seven (27) cubic feet per cubic yard Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility, beyond 2 feet from the face of facility the contractor can use a combination of hand and machine.

C. Fully Exposed Gas Facilities:
Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multiplied by, the width measured as two (2) feet from the face of the facility on

either side plus the facility, multiplied by the length of the facility, divided by 27 cubic feet per cubic yard. Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility in all directions, beyond 2 feet from the face of facility in all directions the contractor can use a combination of hand and machine.

D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be maintained Due To Its Lack of Cohesiveness:
Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services:
Volume calculated as: Depth as defined above multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

7. Price to Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer, sanitary sewer, storm sewer, combination sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work. Breaking shall be done by means of hand held pneumatic breaking equipment. Inspection of exposed mains shall be performed by facility operator in a timely fashion and shall not unduly impede contractor's progress or productivity.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

   (a) Industrial Code Rule 753.
   (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

   Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

B. Maintenance Of Test Pits: Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the

Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

SECTION 6.08 - "NO TEXT"

SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat

straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

SECTION 6.09a Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.6, General Specification for Backfilling of Trench and Small Openings.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as

directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The width and depth of the trench shall conform to Con Edison Gas Operations drawing 309495 rev. 4, Trench Excavation for Gas Mains Up to 350 PSIG, or as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract

drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

1. National Grid - $586.90 per Service/and Visit
2. Con Edison - $524.00 per Service/and Visit

IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle

Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle

Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings

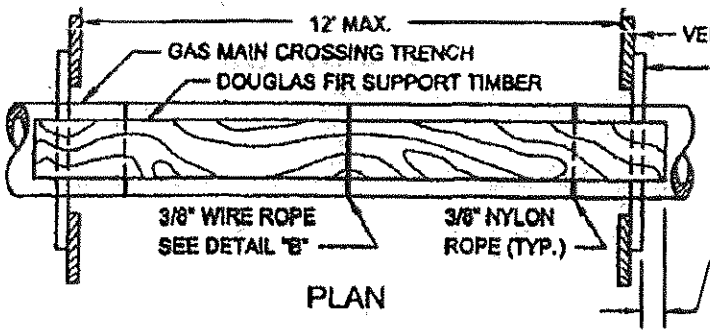
Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation

Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)

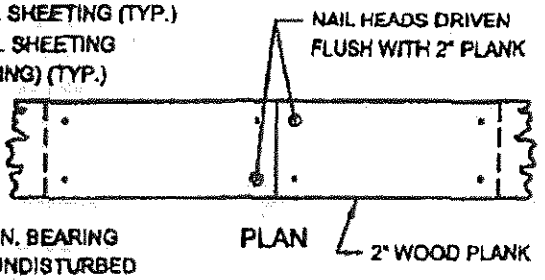
Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

GAS COST SHARING WORK (SKETCH NO. 1)

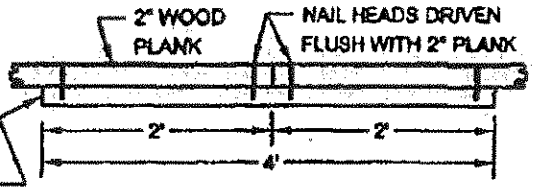
SUPPORT REQUIREMENTS FOR GAS MAINS SUSPENDED IN EXCAVATIONS UP TO 12'-0" WIDE AT ANY ANGLE



PLAN

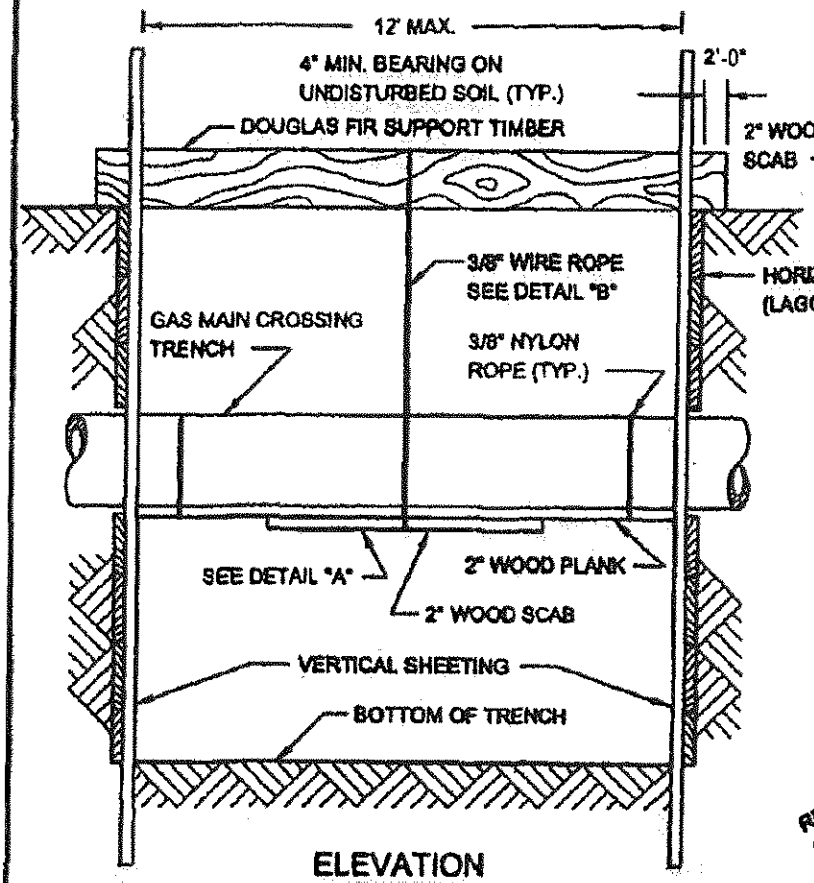


PLAN

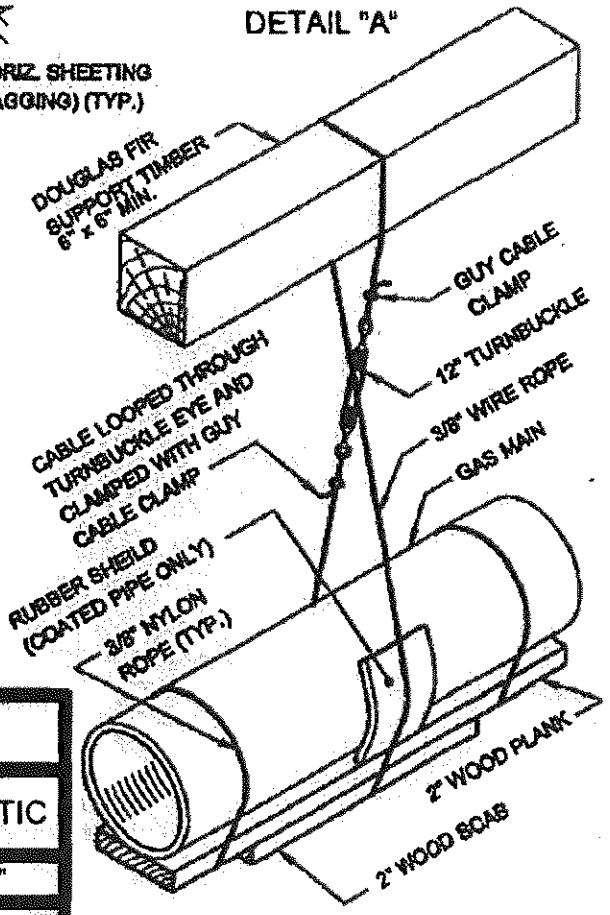


ELEVATION

DETAIL "A"



ELEVATION



DETAIL "B"

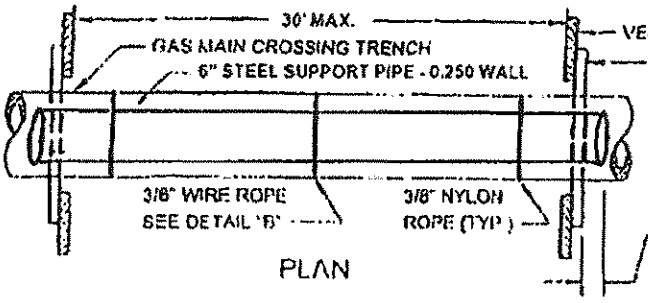
CABLE SUPPORT SPACING

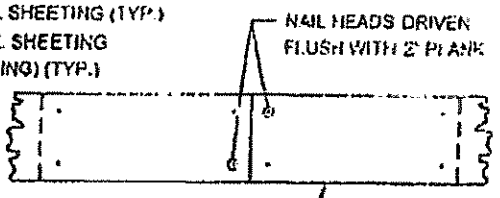
PIPE SIZE	CAST IRON	STEEL	PLASTIC
UP TO 2"	-	10'-0"	3'-0"
3" TO 4"	4'-0"	15'-0"	6'-0"
6" TO 10"	4'-0"	15'-0"	6'-0"
12" OR LARGER	6'-0"	15'-0"	6'-0"

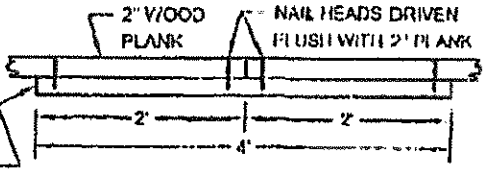
NOTE: SUPPORTS FOR GAS TRANSMISSION FACILITIES SHALL BE REVIEWED WITH GAS ENGINEERING PRIOR TO INSTALLATION.

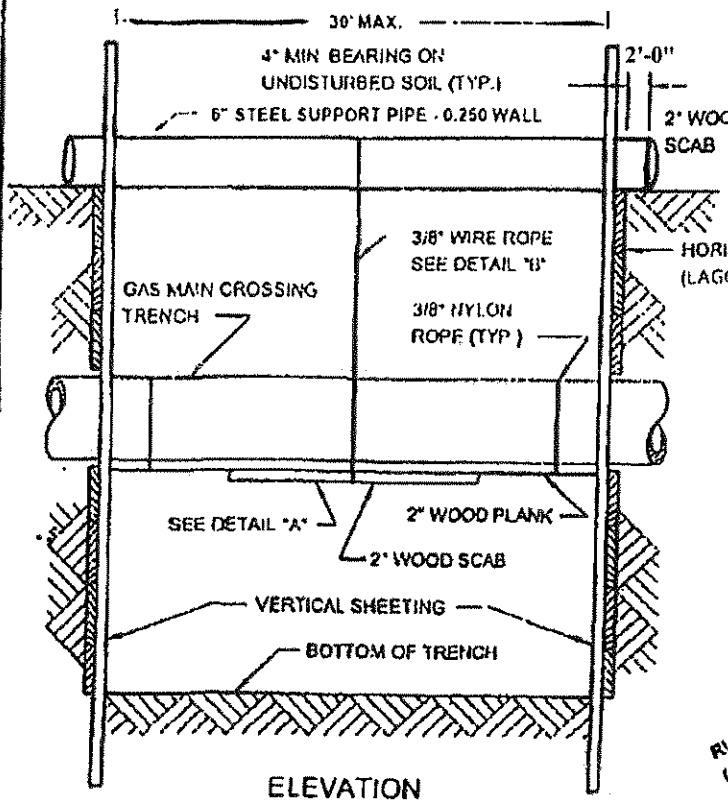
REVISED DEC. 2018 - J.YIP

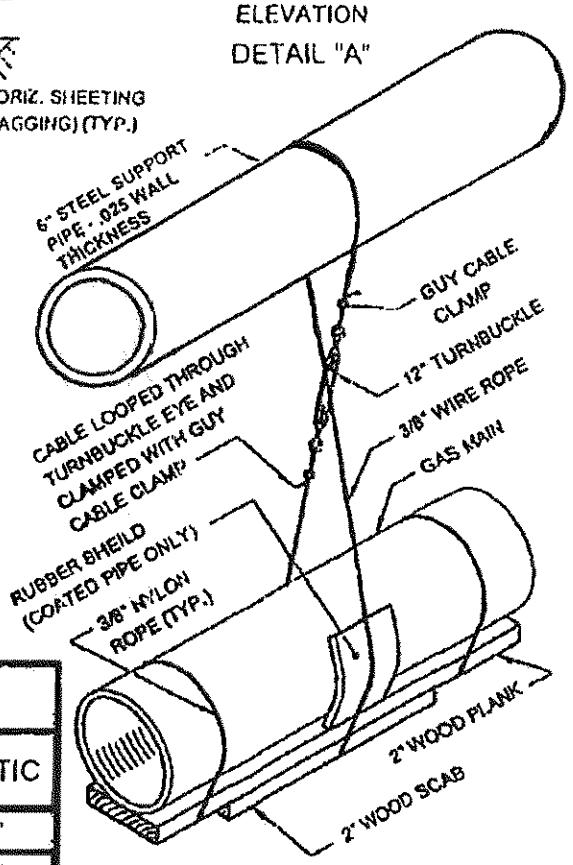
GAS COST SHARING WORK (SKETCH NO. 1A)
SUPPORT REQUIREMENTS FOR GAS MAINS SUSPENDED IN EXCAVATIONS BETWEEN 12'-0" AND 30'-0" WIDE AT ANY ANGLE









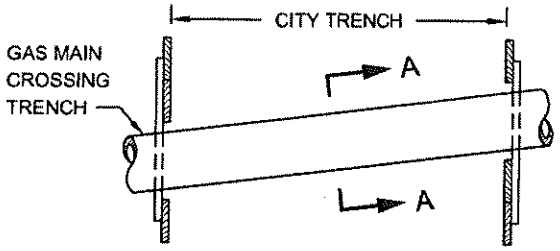


CABLE SUPPORT SPACING			
PIPE SIZE	CAST IRON	STEEL	PLASTIC
UP TO 2"	-	10'-0"	3'-0"
3" TO 4"	4'-0"	15'-0"	6'-0"
6" TO 10"	4'-0"	15'-0"	6'-0"
12" OR LARGER	6'-0"	15'-0"	6'-0"

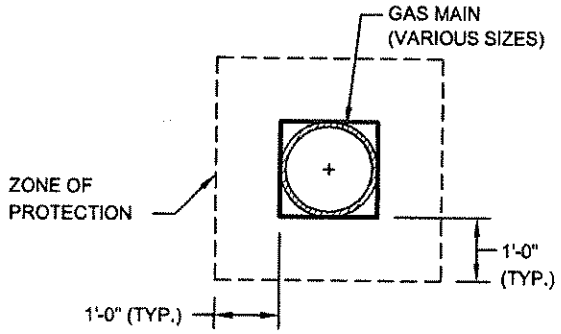
NOTE: SUPPORTS FOR GAS TRANSMISSION FACILITIES SHALL BE REVIEWED WITH GAS ENGINEERING PRIOR TO INSTALLATION.

GAS COST SHARING WORK (SKETCH NO. 2)

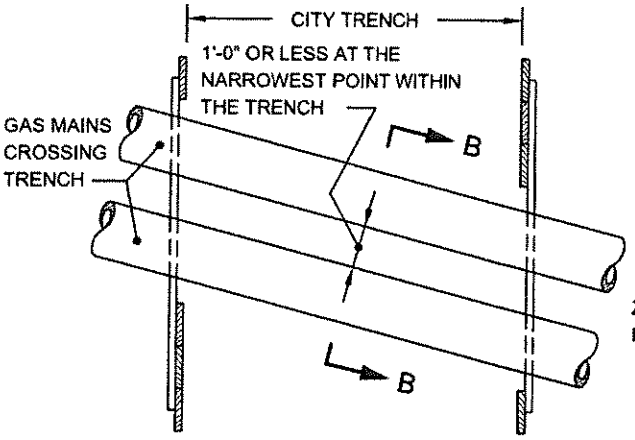
TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS



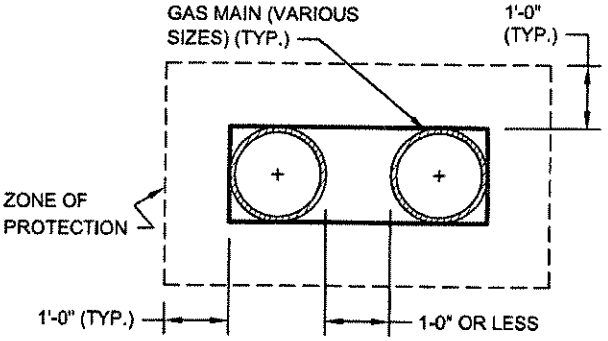
SINGLE FACILITY CROSSING



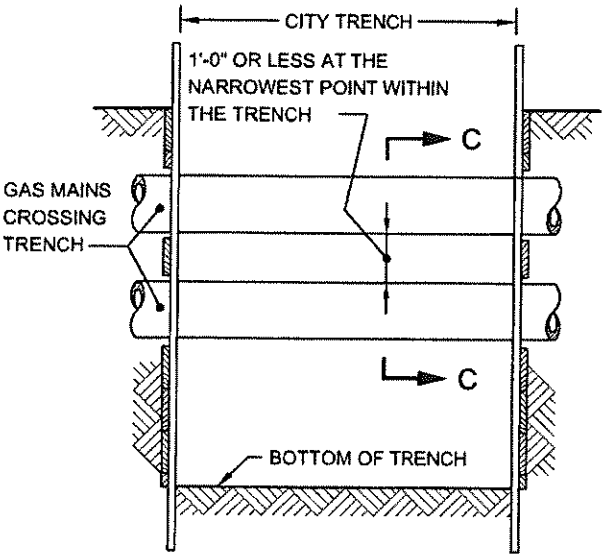
SECTION A-A



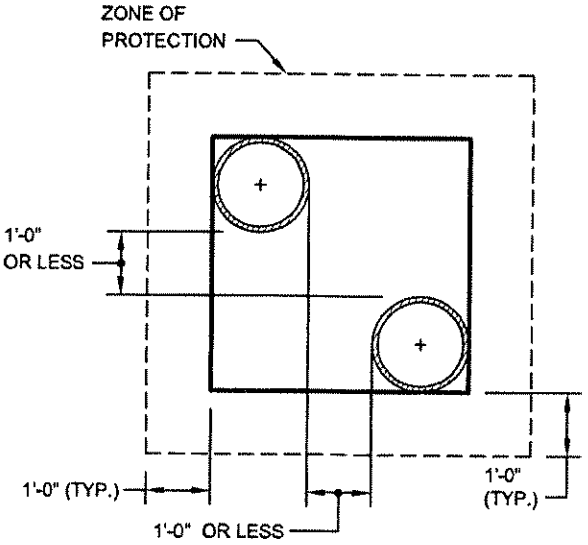
MULTIPLE FACILITIES
(GAS MAINS AT SAME ELEVATION)



SECTION B-B



MULTIPLE FACILITIES
(ONE CROSSING AT DIFFERENT ELEVATIONS)



SECTION C-C

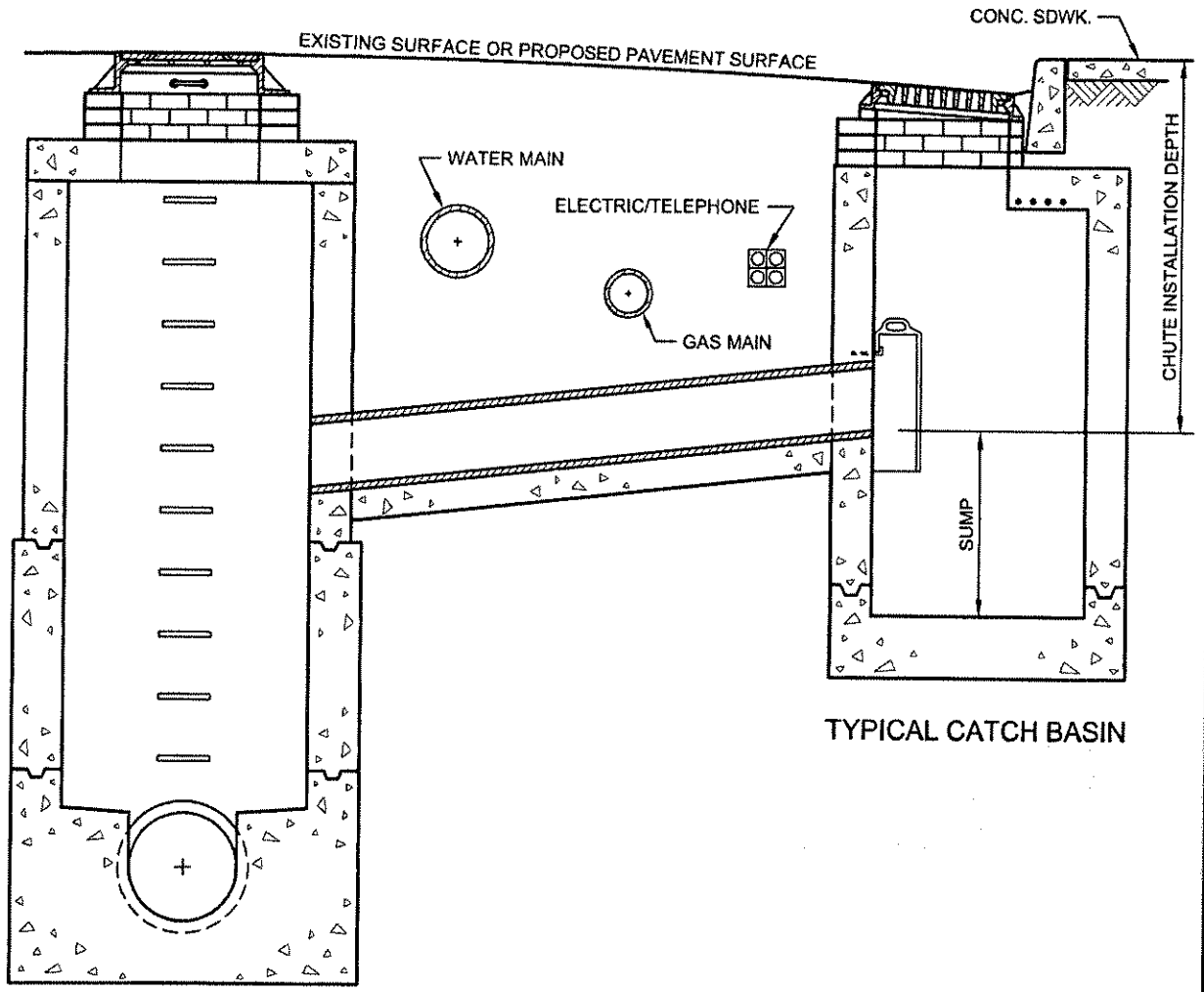
NOTE:

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

REVISED SEPT. 2004 - L. ADRIEN
REVISED SEPT. 2004 - J. WONG/W. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 3)

UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



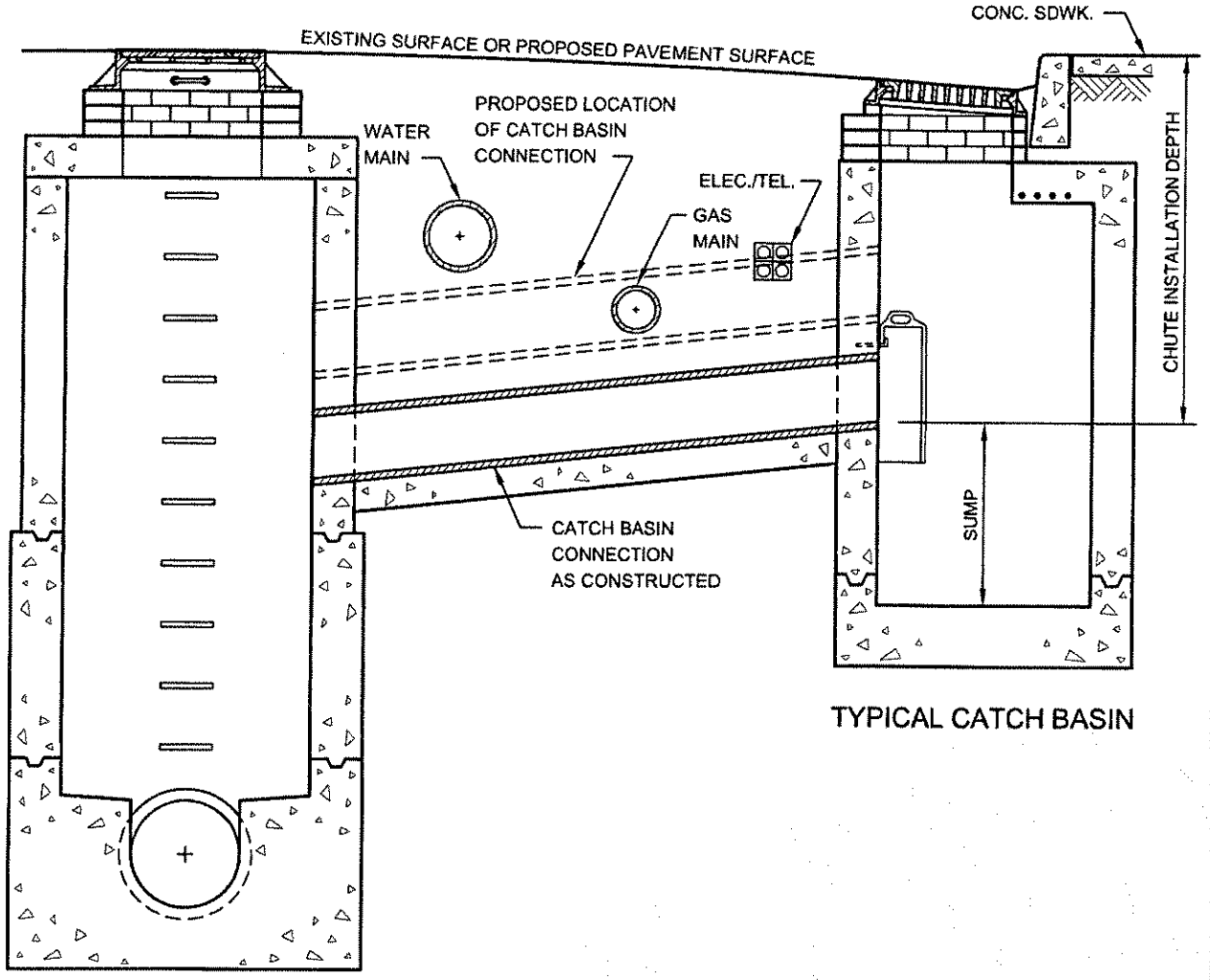
TYPICAL CATCH BASIN

TYPICAL SEWER MANHOLE

REVISED OCT. 2004 - L. ADRIEN
REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 4)

UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



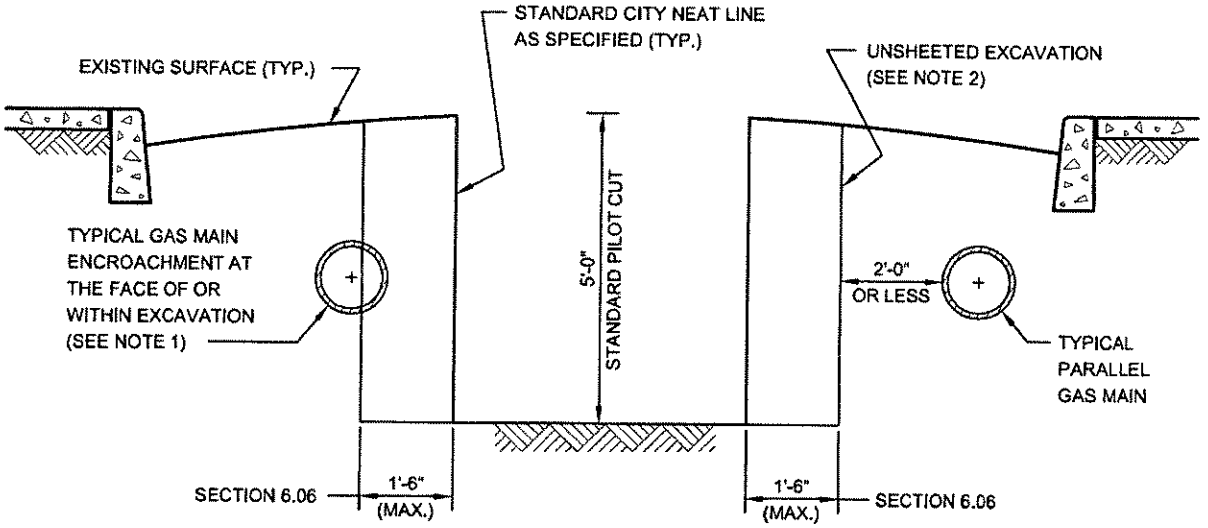
TYPICAL CATCH BASIN

TYPICAL SEWER MANHOLE

REVISED OCT. 2004 - I. ADRIEN
REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 5)

GAS MAIN ENCROACHMENT ON AND/OR PARALLEL TO EXCAVATION OF UNSHEETED TRENCH



NOTES:

(1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.

(2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

REVISED OCT. 2004 - L. ADRIEN
REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

APPLICABLE TO ALL GAS DRAWINGS:

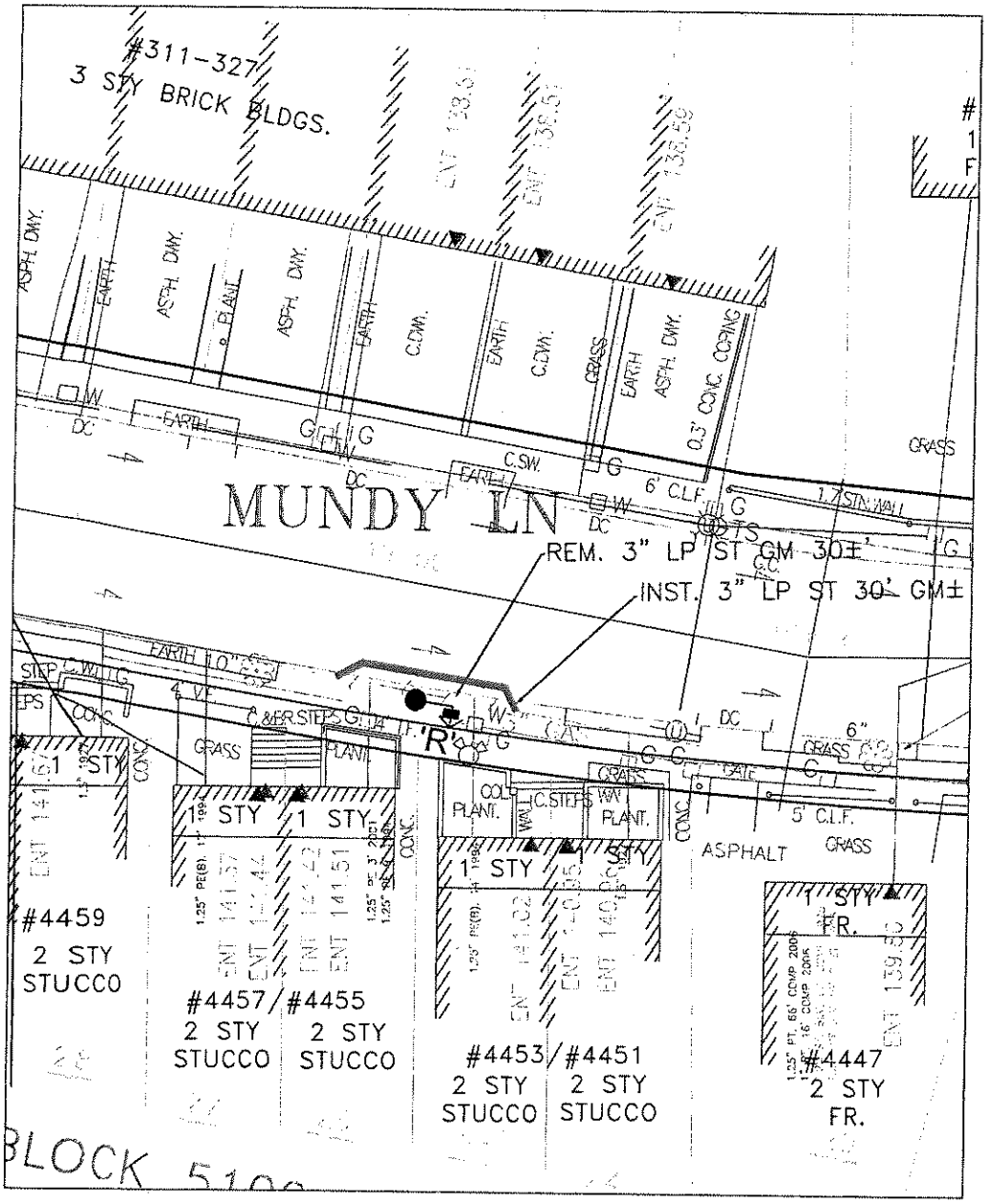
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR.
- ALL RELOCATION WORK SHOWN IN THIS SECTION IS TO BE PERFORMED BY FACILITY OPERATOR.
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

Dennis Brady
Consolidated Edison | Public Improvement Planning and Engineering
4 Irving Pl, 12th Floor
New York, NY 10003
TEL.: 917-608-3435
Email Address: bradyd@conedison.com

(NO TEXT IN THIS AREA, TURN PAGE)

GAS FACILITY COST ALLOCATION AGREEMENT
PROJECT NO.
CAPITAL GAS MAIN INSTALLATION

SHEET #	LOC.	ON STREET	FROM	TO	ITEM	SIZE	TYPE	LENGTH	REIMB LENGTH	REMARKS
1		CRANFORD	MUNDY LANE		82J	8"	LP	100	100	REP. 6" LP CI GM
2		MUNDY LANE	E. 241TH ST.	NEREID AVE.	80H	3"	LP	30	30	REPL. 3" LP ST GN



FOR REFERENCE ONLY

F NEW YORK
SIGN AND CONSTRUCTION
NFRASTRUCTURE
J OF DESIGN

GAS CAPITAL PLAN

W.ZHENG
DRAWN BY

CADD FILE

REPLACEMENT OF SANITARY SEWER
BOROUGH OF BRONX

PROJECT ID: HED-578

DATE:

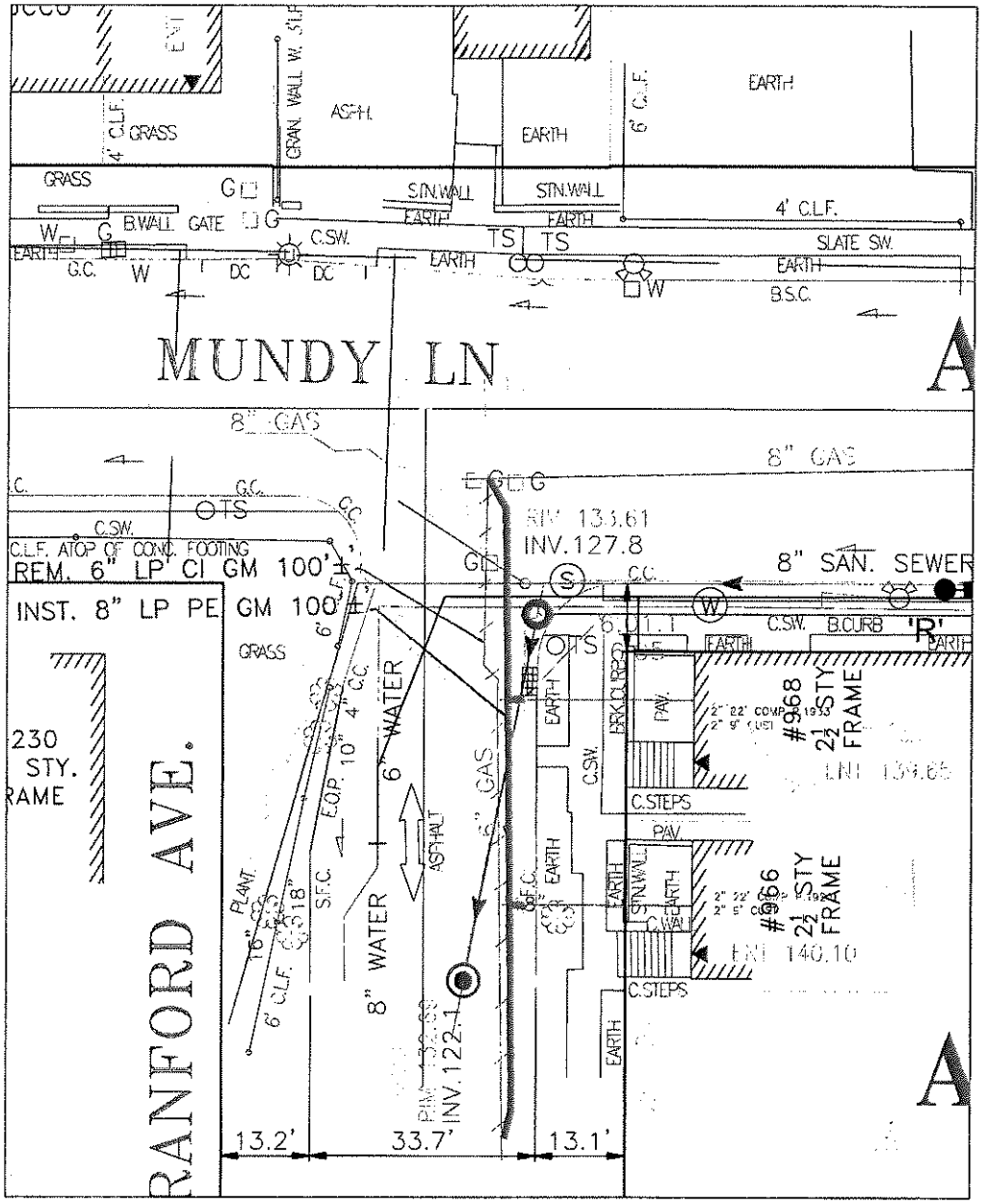
SHEET
OF –

PROJECT ID. HED-578

IN-HOUSE DESIGN

EP7-27A2

HED578



SCALE: NOT TO SCALE

conEdison
a conEdison, Inc company

Consolidated Edison Co.
of New York, Inc.
4 Irving Place
New York, NY 10003

FINAL DESIGN PREPARED BY:
A. ANGILLETTA
ENGINEER-IN-CHARGE
DATE
DESIGN ENGINEER
DATE

DEPARTMENT
DIVISI

EP7-27A3

VI – LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

(NO TEXT IN THIS AREA, TURN PAGE)

SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT NUMBER HED-578

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

6.01.1(CE)- Gas Main Crossing Sewer Up to 24" in diameter (Ea.)

10 in the vicinity of Mundy Lane Various Locations

6.01.9(CE) - Gas Main Crossing Water Main Up To 20" In Diameter (Ea.)

30 in the vicinity of Mundy Lane Various Locations

6.03(CE)- Removal of Abandoned Gas Facilities- All Sizes (L.F.)

130 in various locations as required

6.03.1a(CE)- Removal of abandoned gas facilities with possible coal tar wrap. All sizes (LF).

10 in the vicinity of Mundy Lane Various Locations

6.04(CE)-Adjust Hardware to grade using spacer rings/adaptors.(Street repaving) (Ea)

10 in the vicinity of Mundy Lane Various Locations

6.05(CE)- Adjust Hardware to Grade by Resetting (Road Reconstruction) (Ea.)

30 in the vicinity of Mundy Lane Various Locations

6.06(CE)- Special Care Excavation & Backfilling (C.Y.)

80 in Various as required

6.07(CE)-Test pits for gas Facilities (CY)

10 in various locations as required

6.09A(CE)-Trench Excavation and Backfill for Gas Mains & Services. Gas Installed by Others

40 in various locations as required

END OF EP7-PAGES

THE EP7-PAGES CONSIST OF FOURTY-TWO (42) PAGES

HAZ - PAGES

SUPPLEMENTAL DOCUMENTATION FOR USE WITH SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS

NOTICE

THE PAGES CONTAINED IN THIS SECTION ARE ISSUED FOR THE PURPOSE OF SPECIFYING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HEREBY MADE PART OF SAID CONTRACT DOCUMENTS.

SUPPLEMENTAL DOCUMENTATION FOR USE WITH SPECIFICATIONS FOR HANDLING, TRANSPORTATION, AND DISPOSAL OF POTENTIAL AND IDENTIFIED CONTAMINATED AND HAZARDOUS MATERIALS

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE

BOROUGH OF BRONX
CITY OF NEW YORK

Project ID: HED-578

Prepared By:

Department of Design and Construction
30-30 Thomson Avenue
Long Island City, New York 11101

These Haz-Pages are to be read in conjunction with the corresponding 8.01 sections of STANDARD HIGHWAY SPECIFICATIONS, May 16, 2022.

ATTACHMENT 1

Draft Phase I Corridor Assessment
and
Phase II Subsurface Corridor Investigation Report
For
Replacement of Distribution Water Main and Sanitary Sewer
In Mundy Lane Between Cranford Avenue and Nereid Avenue
(LiRo Engineers dated September 26, 2022)

- Final -

Phase I Corridor Assessment and Phase II Subsurface Corridor Investigation Report

For

Replacement of Distribution Water Main and Sanitary Sewer in Mundy Lane between Cranford Avenue and Nereid Avenue Bronx, New York

DDC PROJECT NO. HED-578

TASK ID NO. 2022OEHS0733-01

WORK ORDER NO. OEHS-20201409798-WOL-208

CONTRACT REGISTRATION NO. 20201409798

Prepared for:

Office of Environmental and Hazmat Services
30-30 Thomson Avenue, Third Floor
Long Island City, New York 11101

Prepared by:

LiRo Engineers, Inc.
703 Lorimer Street
Brooklyn, New York 11211

PROJECT NO. 19-294-0265

November 14, 2022

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3 Summary of Environmental Boring Data
4 Summary of Target Compound List (TCL) Volatile Organic Compounds (VOCs) Detected in Soil
5 Summary of Polycyclic Aromatic Hydrocarbons (PAHs) Detected in Soil
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C Regulatory Agency Database Report
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G Statement of Limitations

EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (NYCDDC), LiRo Engineers, Inc. (LiRo) conducted a combined Phase I Corridor Assessment (CA) and Phase II Subsurface Corridor Investigation (SCI) of the HED-578 Corridor to reasonably determine the existence of any potential source of subsurface contamination that may adversely impact proposed construction activities. The Corridor is located within the Wakefield section of Bronx, New York. The proposed construction activities for the Corridor consist of excavation for the replacement of distribution water mains and sanitary sewers.

The Corridor is approximately 1,800-feet long and is comprised of the following street segments. Mundy Lane is located at the boundary of Bronx County and Westchester County with only the west side of Mundy Lane located in the Bronx.

Street Segments	Length (feet)
Mundy Land between Cranford Avenue and Nereid Avenue	1,775
Nereid Avenue from Mundy Lane to approximately 25 feet west of Mundy Lane	25

Currently, the Corridor is developed with paved roadways and existing infrastructure systems, and exhibits evidence of underground utilities, such as manholes, pavement scars, utility mark-outs, and valve covers throughout the roadways and sidewalk areas. Overhead utility lines are present throughout the Corridor. Property usage along the Corridor consists primarily of residences and commercial/public operations. Based on the review of available information provided by the DDC, the proposed depth of excavation ranges between 7 and 9 feet below grade (ftbg), and mostly at 8 ftbg. Figure 1 shows the location of the Corridor on a topographic map.

The Phase I CA portion of this report was conducted to reasonably determine the potential for environmental concerns and possible contamination posed by properties along the Corridor or within the immediately surrounding area. The CA process involved conducting a site reconnaissance on June 20, 2022 to document current property use and conditions, a review of historical Sanborn Fire Insurance Maps to document past property use, and a review of a regulatory agency database report to identify Corridor properties and immediately surrounding sites of potential environmental concern.

Based on the Risk Criteria protocol established by the NYCDDC, LiRo identified 40 sites categorized as initially having a “High” risk with respect to potential impact on the project. The sites were re-classified because they are outside of the Corridor limits or new modifying information indicated a lower risk. Modifying information included sites with spills that had been closed by the New York State Department of Environmental Conservation (NYSDEC), sites identified on one or more databases with no evidence or records of spills or other concerns, and older sites that were redeveloped or located such that they no longer posed significant risks. After evaluation of additional modifying information, two “High” risk sites and two “Moderate” risk sites were identified and are summarized below.

"High" Risk Sites:

Risk Site No.	Facility Name	Address	Map ID
1	East Coast Auto Repair Shop, Inc. and Underground Storage Tank (UST) and Aboveground Storage Tank (AST) site.	211-215 S. 11th Avenue	H1
2	Commercial building including Jamaican Restaurant (former auto repair facility and gas station).	150 W. 3rd Street	H2

"Moderate" Risk Sites:

Risk Site No.	Facility Name	Address	Map ID
1	Commercial building and storage yard including EMS Paving (former junkyard).	209 S. 11th Street	M1
2	Commercial building and vacant lot (former manufacturing facility and possible auto facility).	160-162 W. 3rd Street	M2

Based on the findings of the Phase I CA, the two "High" and two "Moderate" risk sites could impact the subsurface (soil and/or groundwater) of the Corridor.

As requested by the NYCDDC, LiRo also conducted a Phase II SCI in conjunction with the Phase I CA. The objective of the Phase II SCI was to assess the presence of any subsurface contamination that may potentially impact proposed construction activities.

The Phase II SCI activities consisted of the following components:

- The advancement of three borings (SB-01 through SB-03) to terminal depths of 8 feet below ground surface (ftbg), 6 ftbg, and 5 ftbg, respectively. Field screening consisted of classification and identification of soils from surface grade to the bottom of each boring. Soil samples were classified in the field using the Unified Soil Classification System (USCS), including photo-ionization detector (PID) readings, and identification of visual and olfactory indicators of contamination (staining, odors). SB-01 and SB-02 were cleared to 6 ftbg and soil boring SB-03 was cleared to its terminal depth of 5 ftbg using a post hole digger, hand auger, and/or air knife. It should be noted that the borings were proposed to be advanced to 10 ftbg within the Phase II SCI work plan dated July 15, 2022. However, due to refusal (assumed to be bedrock), the boring depths did not reach 10 ftbg.

- The collection of one grab soil sample from each of the three soil borings (SB-01 through SB-03). The grab soil samples were analyzed for United States Environmental Protection Agency (USEPA) Target Compound List (TCL) volatile organic compounds (VOCs);

- The collection of one composite soil sample from each of the three soil borings (SB-01 through SB-03). The composite soil samples were analyzed for the following parameters: (1) Polycyclic Aromatic Hydrocarbons (PAHs) via USEPA Method 8270C; (2) Polychlorinated Biphenyls

(PCBs) via USEPA Method 3550B/8082; (3) Total Petroleum Hydrocarbon (TPHC) Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO) via USEPA Method 8015B; (4) Resource Conservation and Recovery Act (RCRA) Characteristics via USEPA SW-846; and, (5) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals via USEPA SW-846;

- Since groundwater was not encountered within the proposed temporary well point (TWP) location, no groundwater sample was collected; and,

- The preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution.

In order to evaluate the subsurface soil quality, laboratory analytical results for the soil samples were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) Soil Cleanup Objectives (SCOs), and/or, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and Title 6 of the New York Codes, Rules and Regulations (NYCRR) Part 371.

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following findings, conclusions, and recommendations are presented:

Findings

- The subsurface soils encountered during this Phase II SCI consisted predominantly of brown fine to medium sand with gravel from grade to 8 ftbg. Man-made material (i.e., brick), which is indicative of urban fill, was encountered within SB-02 and SB-03. Groundwater was not encountered within any of the borings. The borings encountered refusal at depths of 8 ftbg at SB-01, 6 ftbg at SB-02, and 5 ftbg at SB-03. The condition causing boring refusal is inferred to be bedrock.

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify impacted soils within the Corridor.

- Three VOCs were detected in one or more of the three grab samples collected. Acetone, methyl ethyl ketone, and/or methylene chloride, were detected at concentrations below the corresponding Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO regulatory standards. Acetone and methylene chloride are common laboratory cross contaminants.

- Twelve PAHs were detected in one or more of the three composite samples collected. Acenaphthylene, anthracene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, fluoranthene, indeno(1,2,3-cd)pyrene, phenanthrene, and/or pyrene were detected at concentrations below their corresponding Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCOs. The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of urban fill material placed at the Corridor.

- One PCB was detected in two of the three composite samples collected. Aroclor 1260 was detected in SB-02-COMP and SB-03-COMP. Total PCBs were detected below the Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO.

- TCLP RCRA metals were detected in all three composite samples collected. Barium, cadmium, lead, and/or selenium were detected below their corresponding 6 NYCRR Part 371 and RCRA standards. Based on their consistency, most of the detected concentrations are attributed to background levels. However, some of the detected concentrations may be attributed to contaminants in urban fill material placed throughout the Corridor.

- Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges in the three composite samples collected.

- TPHC-DRO were detected at concentrations of 54.0 mg/kg in SB-01-COMP, 60.1 mg/kg in SB-02-COM, and 20.9 micrograms per kilograms (mg/kg) in SB-03-COMP. TPHC-GRO were detected at concentrations of 0.718 mg/kg in SB-01, 0.616 mg/kg in SB-02-COMP and 0.768 mg/kg in SB-03-COMP. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste characterization prior to off-site disposal.

Conclusions

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify any petroleum-impacted soils within the Corridor;

- Laboratory analytical results did not identify petroleum-impacted soils within the Corridor; however, DRO and GRO concentrations were reported. The presence of elevated concentrations of petroleum components (i.e., DRO/GRO) in subsurface soils may be attributed to: (a) residuals from releases of petroleum products from the "High" and "Moderate" risk sites identified on or in the vicinity of the Corridor; and, (b) contaminants in urban fill material placed on the Corridor;

- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,

- Since groundwater was not encountered within the proposed temporary well point (TWP) location, no groundwater sample was collected.

Recommendations

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous contaminated soil. All soil shall be managed, transported and disposed of in accordance with NYSDEC Part 360 requirements. The Contractor should submit a Material Handling Plan, to identify the specific protocols and procedures that will be employed to manage potentially contaminated soil, if encountered, during construction, in accordance with applicable regulations;

- Due to the presence of DRO and GRO, to minimize the creation and dispersion of fugitive airborne dust, the Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of remedial work activities;

- Should dewatering become necessary during construction activities within the Corridor, the Contractor will be required to obtain NYCDEP sewer discharge permit. If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,

- Before beginning any excavation activity, the Contractor should submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures for DRO/GRO).

1.0 INTRODUCTION

1.1 Background Information

On behalf of the New York City Department of Design and Construction (NYCDDC), LiRo Engineers, Inc. (LiRo) conducted a combined Phase I Corridor Assessment (CA) and Phase II Subsurface Corridor Investigation (SCI) of the HED-578 Corridor to reasonably determine the existence of any potential source of subsurface contamination that may adversely impact proposed construction activities. The Corridor is located within the Wakefield section of Bronx, New York. The proposed construction activities for the Corridor consist of excavation for the replacement of distribution water mains and sanitary sewers.

The Corridor is approximately 1,800-feet long and is comprised of the following street segments. Mundy Lane is located at the boundary of Bronx County and Westchester County with only the west side of Mundy Lane located in the Bronx.

Street Segments	Length (feet)
Mundy Land between Cranford Avenue and Nereid Avenue	1,775
Nereid Avenue from Mundy Lane to approximately 25 feet west of Mundy Lane	25

Currently, the Corridor is developed with paved roadways and existing infrastructure systems, and exhibits evidence of underground utilities, such as manholes, pavement scars, utility mark-outs, and valve covers throughout the roadways and sidewalk areas. Overhead utility lines are present throughout the Corridor. Property usage along the Corridor consists primarily of residences and commercial/public operations. Based on the review of available information provided by the DDC, the proposed depth of excavation ranges between 7 and 9 feet below grade (ftbg), and mostly at 8 ftbg. Figure 1 shows the location of the Corridor on a topographic map.

1.2 Scope of Work

At the request of the NYCDDC, the scope of the Phase I CA was limited to:

1. Conducting a site reconnaissance of the Corridor and adjacent properties;

2. Providing photographic documentation of properties within, and adjacent to the Corridor that are categorized as initial “High” or “Moderate” risk sites, or otherwise considered a potential environmental concern;

3. Conducting a review of Sanborn Fire Insurance Maps to document historical property use; and,

4. Conducting a review of government regulatory agency databases for properties along the Corridors and adjoining sites that are listed.

Once the Phase I CA evaluation was completed, the scope of work for the Phase II SCI was determined based on the Phase I CA findings. The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this combined report, which includes tables summarizing the laboratory

analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution.

Drilling activities for the field investigation were performed by Associated Environmental Services, Limited (AES) of Hauppauge, New York. Oversight of drilling activities was performed by LiRo. Laboratory analyses were provided by Chemtech of Mountainside, New Jersey, a NYS Department of Health (NYSDOH) certified laboratory (No. 11376). Field derived Quality Assurance/Quality Control samples (i.e., field blanks, trip blanks, duplicates) were not collected for this project. The field investigation was conducted on July 13, 2022 and consisted of the following components:

- The advancement of three borings (SB-01 through SB-03) to terminal depths of 8 feet below ground surface (ftbg), 6 ftbg, and 5 ftbg, respectively.

- The borings were cleared to their terminal depths indicated above using a post hole digger, hand auger, and/or air knife. Soil samples were collected using disposable spoons. In addition, a HASP was prepared prior to commencing fieldwork.

- Field screening, classification, and identification of soils was conducted from the ground surface to the bottom of each boring. Soil samples were visually classified in the field using the Unified Soil Classification System (USCS). Field screening consisted of visual and olfactory indicators of impacts as well as screening with a PID.

- The collection of one composite and one grab sample from each of the three soil boring locations (SB-01 through SB-03). The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the bottom 6-inch interval in each boring.

- Laboratory analysis of the grab samples for TCL volatile organic compounds (VOCs) by USEPA Method 8260C.

- Laboratory analysis of the composite samples for: (1) Polycyclic Aromatic Hydrocarbons (PAHs) via United States Environmental Protection Agency (USEPA) Method 8270D; (2) Polychlorinated Biphenyls (PCBs) via USEPA Method 3550B/8082; (3) Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO) via USEPA Method 8015B; (4) Resource Conservation and Recovery Act (RCRA) Characteristics via USEPA SW-846; and, (5) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals via USEPA SW-846.

- Groundwater was not encountered within the proposed temporary well point (TWP) location; therefore, no groundwater sample was collected.

2.0 CORRIDOR INFORMATION

2.1 Corridor Location, Description, and Use

The approximately 1,800-foot long Corridor is located in the Wakefield section of the Borough of the Bronx, New York. Currently, the Corridor is developed with paved roadways and existing infrastructure systems, and exhibits evidence of underground utilities, such as manholes, pavement scars, utility mark-outs, and valve covers throughout the roadways and sidewalk areas. Overhead utility lines are present throughout the Corridor. Adjoining property usage consists primarily of residences and commercial/public operations. No properties of potential environmental concern were observed along the Corridor. An area map of the Corridor is presented as Figure 2.

2.2 Description of Surrounding Properties

The area surrounding the Corridor consists primarily of residences and commercial/public operations. One property of potential environmental concern was observed in the area surrounding the Corridor, an auto repair shop (High Risk Site No. 1).

2.3 Corridor and Regional Topographic Setting

LiRo reviewed the United States Geologic Survey (USGS) 7.5-minute Topographic Quadrangle Maps for Mt. Vernon, New York (2021) to determine the topography at the Corridor. The Corridor exhibits a generally flat topography at an elevation of approximately 140 feet above mean sea level (MSL). Under natural conditions, surface runoff at the Corridor would be expected to follow the topography, which slopes westerly toward the Bronx River.

2.4 Corridor and Regional Geology

Based on the Geologic Map of New York State (Lower Hudson Sheet dated 1970), the Site is located within the Manhattan Formation, undivided. The Manhattan Formation is characterized by pelitic schists and amphibolite.

Based on the Surficial Geologic Map of New York (Lower Hudson Sheet dated 1989), the surficial geology in the Site area is characterized by till. The till thickness varies from 1 to 150 feet.

The Site is located within the Atlantic Coastal Plain Physiographic Province, which is characterized by flat to gently undulating plains of unconsolidated sedimentary deposits. The Site is located within the southern portion of the Wisconsin glaciation of the New York/New England region.

The subsurface soils encountered during this Phase II SCI consisted predominantly of brown fine to medium sand with gravel from grade to 8 ftbg. Man-made material (i.e., brick), which is indicative of urban fill, was encountered within SB-02 and SB-03. Boring refusal, likely on bedrock, was encountered within all three borings.

2.5 Corridor and Regional Hydrogeology

The depth to the water table in the Bronx varies but generally follows topography. Based on the topographic map of the Corridor area, groundwater is anticipated to be present at a depth greater than 50 ftbg. During the Phase II SCI, groundwater was not encountered within any of the on-site borings. The nearest surface water body is the Bronx River which is located approximately 0.75 miles west of the Corridor. Based on the topography of the area, groundwater is anticipated to flow towards the west. Groundwater can also be influenced by seasonal fluctuations in precipitation, local variations in geology, tidal variations, underground anthropogenic structures, and/or local dewatering operations.

According to the National Wetlands Inventory, the closest national wetland area (English Kills) is located approximately 0.75 miles west of the Corridor and is identified as R2UBH (Riverine Lower Perennial Unconsolidated Bottom Permanently Flooded). According to the New York State Department of Environmental Conservation (NYSDEC) wetland mapper, the closest state wetland is located 0.85 miles south of the Corridor.

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) were accessed from the FEMA website. One map panel (Panel 36119C0339F, revision 9/28/2007) shows that the Corridor is in Zone X, an area of minimal flood hazard.

3.0 PHASE I CA EVALUATION

Based on a review of the regulatory environmental database report and historical fire insurance maps, as well as observations from the Corridor reconnaissance, the Corridor was evaluated to determine potential environmental risks due to historical and current usage of the Corridor itself and adjacent properties. Sites identified from the Corridor reconnaissance, historical map review, and environmental database report evaluation are categorized using the DDC Risk Criteria in Table 1 and placed in a Risk Category of "High", "Moderate", or "Low", to allow for consistent evaluation of the potential risk posed by certain establishments.

3.1 Corridor Reconnaissance

A Corridor reconnaissance was performed by Ms. Eva Jakubowska of LiRo on June 20, 2022 to visually identify sites of potential environmental concern, based on their current use and/or conditions located within and adjoining the Corridor. Available project information and an environmental database report were used to identify and evaluate individual properties within and adjacent to the Corridor. The sites of potential environmental concern identified during the reconnaissance were correlated with street address, block and lot information, regulatory agency database listings, and Sanborn Map review. Properties adjoining and surrounding the Corridor consists primarily of residences and commercial/public operations. One property of potential environmental concern was identified surrounding the Corridor during the Corridor reconnaissance, an auto repair facility (High Risk Site No. 1). This risk site is presented in Table 2. Corridor photographs are presented in Appendix A.

3.2 Historical Sanborn Map Review

Environmental Data Resources, Inc. (EDR) of Shelton, Connecticut provided historical Sanborn Fire Insurance Maps for the Corridor. The purpose of the Sanborn Map review was to identify sites of potential environmental impact within and adjoining to the Corridor based on their historical use. LiRo reviewed copies of Sanborn Fire Insurance Maps for the Corridor for the years 1896, 1897, 1908, 1918, 1932, 1935, 1942, 1950, 1967, 1977, 1981, 1983, 1986, 1988-1996, 1998, and 2001-2007. This information was utilized during the Corridor reconnaissance to correlate historical properties of environmental concern with their current street address, block, and lot information. Four properties of potential environmental concern were identified during the Sanborn Map review.

- High Risk Site No. 1 – Garage.
- High Risk Site No. 2 – Auto repair and gas station.
- Moderate Risk Site No. 1 – Junkyard
- Moderate Risk Site No. 2 – Manufacturing facility.

A list of risk sites identified from the historical map review are presented in Table 2. Copies of the Sanborn Fire Insurance Maps are provided as Appendix B.

3.3 Regulatory Agency Database Report Review

An environmental database report was obtained from EDR to review available regulatory environmental databases to identify sites that are known to be contaminated or pose potential environmental risk within a 1/8-mile radius of the Corridor centerline. Databases searched include, but are not limited to: National Priority List (NPL); Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS); CERCLIS No Further Remedial Action Planned (NFRAP); Resource Conservation and Recovery Act (RCRA) Treatment, Storage, and Disposal facilities (TSD); RCRA Corrective Action Report (CORRACTS); RCRA Generators (GEN); Emergency Response Notification System (ERNS); New York State Inactive Hazardous Waste Sites (State Sites); New York State 1990 Spills (Spills-1990); New York State Solid Waste Landfills (SWL); New York State Regulated Underground Storage Tanks / Aboveground Storage Tanks (REG UST/AST); and, New York State Leaking Underground Storage Tanks (LUST). The environmental regulatory database report is provided as Appendix C. A list of risk sites identified from the review of regulatory environmental database report is presented in Table 2, Summary of Assessment Results (High and Moderate Risk Sites). Figure 3 shows the location of the final "High" and "Moderate" risk sites relative to the Corridor.

3.4 Findings and Recommendations of the Phase I CA

Based on the Risk Criteria protocol established by the NYCDDC, LiRo identified 40 sites categorized as initially having a "High" risk with respect to potential impact on the project.

The sites were re-classified because they are outside of the Corridor limits or new modifying information indicating a lower risk. Modifying information could include sites with spills that had been closed by the NYSDEC, sites identified on one or more databases with no evidence or records of spills or other concerns, and older sites that were redeveloped or located such that they no longer posed significant risks. Based on modifying information, LiRo recommends that two of the initial 40 "High" risk sites be reclassified as "Moderate" risk sites and 36 of the initial 40 "High" risk sites be reclassified as "Low" risk sites. Therefore, the final evaluation has identified the following two "High" risk sites and two "Moderate" risk sites that might pose potential impact on the Corridor. Details of the final "High" and "Moderate" risk sites are shown on Table 2. Figure 3 shows the location of the final "High" and "Moderate" risk sites relative to the Corridor.

"High" Risk Sites:

Risk Site No.	Facility Name	Address	Map ID
1	East Coast Auto Repair Shop, Inc. and UST and AST site.	211-215 S. 11th Avenue	H1
2	Commercial building including Jamaican Restaurant (former auto repair facility and gas station).	150 W. 3rd Street	H2

"Moderate" Risk Sites:

Risk Site No.	Facility Name	Address	Map ID
1	Commercial building and storage yard including EMS Paving (former junkyard).	209 S. 11th Street	M1
2	Commercial building and vacant lot (former manufacturing facility and possible auto facility).	160-162 W. 3rd Street	M2

Based on the findings of the Phase I CA, the two "High" risk sites and two "Moderate" risk sites could impact the subsurface (soil and/or groundwater) of the Corridor. As requested by the NYCDDC, LiRo also conducted a Phase II SCI and the results are presented in this report.

4.0 PHASE II SCI CORRIDOR EVALUATION

4.1 Soil Quality Investigation

Three borings (SB-01 through SB-03) were advanced to terminal depths of 6 feet below ground surface (ftbg), 6 ftbg, and 5 ftbg, respectively. It should be noted that the borings were proposed to be advanced to 10 ftbg within the Phase II SCI work plan dated July 15, 2022. However, due to refusal (assumed to be bedrock), the boring depths did not reach 10 ftbg. The borings were cleared to their terminal depths using a post hole digger, hand auger, and/or air knife. Soil samples were collected using disposable spoons. Soil boring locations are shown on Figure 2. The designations and sampling intervals for the samples that were submitted to the laboratory are included in Table 3. Boring logs are provided in Appendix D. The locations of each boring are described below and identified on Figure 4, Boring Location Sketch:

- **SB-01** – Advanced on the sidewalk along Mundy Lane, 8 feet south of Cranford Avenue and 2 feet west of the Mundy Lane curb line.
- **SB-02 –** Advanced on the sidewalk along Mundy Lane, 31 feet north of East 241st Street and 0.5 feet west of the Mundy Lane curb line.
- **SB-03** – Advanced on the sidewalk along Mundy Lane, 323 feet north of northern edge of Nereid Avenue and 1 foot west of the Mundy Lane curb line.

Soil from each boring was classified and examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. Continuous soil samples were collected from each of the borings. In addition, a PID was used to screen the soil for VOC vapors. All re-useable sampling equipment was decontaminated using a deionized water and Alconox soap wash and then rinsed with deionized water.

In order to identify representative conditions relative to the presence of PAHs, PCBs, TPHC DRO/GRO, RCRA Characteristics, and TCLP RCRA metals over the entire soil column in each boring, composite soil samples were collected by mixing the soil from the entire column in a stainless steel bowl. Boring composite samples were collected from all three soil borings.

In order to identify representative conditions relative to the presence of VOCs, grab soil samples were collected from the bottom 6-inch interval in all three soil borings.

4.2 Groundwater Quality Investigation

Since groundwater was not encountered within the proposed temporary well point (TWP) location, no groundwater sample was collected.

4.3 Laboratory Analyses

The soil samples were submitted to Chemtech, a NYSDOH approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blank, trip blank, duplicate) were not collected for this project. Laboratory analytical reports are included in Appendix E.

The grab soil samples were analyzed for USEPA Target Compound List (TCL) volatile organic compounds (VOCs) by Method 8260C. The boring composite soil samples were analyzed for: (1) PAHs via USEPA Method 8270D; (2) PCBs via USEPA Method 3550B/8082; (3) TPHC DRO/GRO via USEPA Method 8015B; (4) RCRA Characteristics via USEPA SW-846; and, (5) TCLP RCRA Metals via USEPA SW-846.

4.4 Data Evaluation

In order to evaluate the subsurface soil quality, the laboratory analytical results of the grab and composite soil samples were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) Soil Cleanup Objectives (SCOs); and/or, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and Title 6 of the New York Codes, Rules and Regulations (NYCRR) Part 371.

5.0 PHASE II SCI FINDINGS

This section discusses the analytical data and findings for the activities discussed in Section 4.0. Boring logs can be found in Appendix D. Complete analytical data reports are included in Appendix E.

5.1 Field Screening

Field screening did not identify any visual or olfactory evidence of impacts or elevated PID readings within the soil borings. Refer to Table 3 for a summary of environmental boring data.

5.2 Soil and Groundwater Laboratory Analytical Results

5.2.1 Volatile Organic Compounds (VOCs) in Soil

Three VOCs were detected in one or more of the three grab samples collected. Acetone, methyl ethyl, ketone, and/or methylene chloride, were detected at concentrations below the corresponding Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO regulatory standards. Acetone and methylene chloride are common laboratory cross contaminants. Refer to Table 4 for a summary of TCL VOC detection.

5.2.2 Polycyclic Aromatic Hydrocarbons (PAHs) in Soil

Twelve PAHs were detected in one or more of the three composite samples collected. Acenaphthylene, anthracene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k) fluoranthene, chrysene, fluoranthene, indeno(1,2,3-cd)pyrene, phenanthrene, and/or pyrene were detected at concentrations below their corresponding Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCOs. The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of urban fill material placed at the Corridor. Refer to Table 5 for a summary of PAH detections.

5.2.3 PCBs in Soil

One PCB was detected in two of the three composite samples collected. Aroclor 1260 was detected in SB-02-COMP and SB-03-COMP. Total PCBs were detected below the Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO. Refer to Table 6 for a summary of the PCB detections.

5.2.4 Toxicity Characteristic Leaching Procedure (TCLP) Resource Conservation and Recovery Act (RCRA) Metals in Soil

TCLP RCRA metals were detected in all three composite samples collected. Barium, cadmium, lead, and/or selenium were detected below their corresponding 6 NYCRR Part 371 and RCRA standards. Based on their consistency, most of the detected concentrations are attributed to background levels. However, some of the detected concentrations may be attributed to contaminants in urban fill material placed throughout the Corridor. Refer to Table 7 for a summary of TCLP RCRA metals detections.

5.2.5 Waste Classification of Soil

Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were detected or within the acceptable RCRA ranges. TPHC-DRO were detected at concentrations ranging from approximately 20.9 mg/kg in SB-03-COMP to 60.1 mg/kg in SB-02-COMP. TPHC-GRO were detected at concentrations ranging from approximately 0.616 mg/kg in SB-02-COMP to 0.768 mg/kg in SB-03-COMP. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste characterization prior to off-site disposal. Refer to Table 7 for a summary of TCLP parameters, RCRA Characteristics, and TPHC DRO/GRO results.

5.2.6 Analysis of NYCDEP Parameters in Groundwater

Since groundwater was not encountered within the proposed temporary well point (TWP) location, no groundwater sample was collected.

6.0 PHASE II SCI CONCLUSIONS AND RECOMMENDATIONS

Based on the results of the Phase II SCI, which included the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented:

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify any petroleum-impacted soils within the Corridor;

- Laboratory analytical results did not identify petroleum-impacted soils within the Corridor; however, DRO and GRO concentrations were reported. The presence of elevated concentrations of petroleum components (i.e., DRO/GRO) in subsurface soils may be attributed to: (a) residuals from releases of petroleum products from the "High" and "Moderate" risk sites identified on or in the vicinity of the Corridor; and, (b) contaminants in urban fill material placed on the Corridor;

- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,

- Since groundwater was not encountered within the proposed temporary well point (TWP) location, no groundwater sample was collected.

Based on the results of the field investigation and laboratory analytical results, LiRo recommends the following:

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous contaminated soil. All soil shall be managed, transported and disposed of in accordance with NYSDEC Part 360 requirements. The Contractor should submit a Material Handling Plan, to identify the specific protocols and procedures that will be employed to manage potentially contaminated soil, if encountered, during construction, in accordance with applicable regulations;

- Due to the presence of DRO and GRO, to minimize the creation and dispersion of fugitive airborne dust, the Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A CAMP shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of remedial work activities;

- Should dewatering become necessary during construction activities within the Corridor, the Contractor will be required to obtain NYCDEP sewer discharge permit. If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,

- Before beginning any excavation activity, the Contractor should submit a Corridor-specific HASP that will meet the requirements set forth by the OSHA, the NYSDOH and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures for DRO/GRO).

7.0 STATEMENT OF LIMITATIONS

Qualifications of the Environmental Professionals associated with this project are included within Appendix F. The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report (see Appendix G).

Report Prepared By:

Amy Hewson
Senior Environmental Analyst

Report Reviewed By:

Stephen Frank
Senior Geologist

Report Reviewed By:

Robert Kreuzer
Project Manager

FIGURES

FIGURE 1 – TOPOGRAPHIC CORRIDOR LOCATION MAP

FIGURE 2 – CORRIDOR AREA MAP

FIGURE 3 – RISK SITES ON CORRIDOR AREA MAP

FIGURE 4 – BORING LOCATION SKETCH

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Department of Design and Construction

LiRo Engineers, Inc.
703 Lorimer Street, Brooklyn, New York

DDC ID NO: HED-578 | WOL NO: OEHS-20201409798-WOL-208

TOPOGRAPHIC CORRIDOR LOCATION MAP

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE BRONX, NEW YORK

SCALE: AS SHOWN	DATE: 11/2022	FIGURE: 1

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CORRIDOR AREA MAP

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE
BRONX, NEW YORK

SCALE: AS SHOWN	DATE: 11/2022	FIGURE: 2

V:\NYCDDC\19-294-0265 - 2019 DDC OEGS\Design\Phase I - Phase II\20220EHS0733-01 Mundy Ln CAR-SCI\Combined Report\Mundy Lane Corridor Map.dwg 11/10/2022 11:37 AM

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HIGH AND MODERATE RISK SITES

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE
BRONX, NEW YORK

SCALE: AS SHOWN	DATE: 11/2022	FIGURE: 3

V:\NYCDDC\19-294-0265 - 2019 DDC OEGS\Design\Phase I - Phase II\20220EHS0733-01 Mundy Ln CAR-SCI\Combined Report\Mundy Lane Risk Sites.dwg 11/10/2022 11:36 AM

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BORING LOCATION SKETCH

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE
BRONX, NEW YORK

SCALE: AS SHOWN	DATE: 11/2022	FIGURE: 4

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TABLES

TABLE 1 – NYCDDC SPECIFIC RISK CRITERIA

TABLE 2 - SUMMARY ASSESSMENT RESULTS (HIGH AND MODERATE RISK SITES)

TABLE 3 – SUMMARY OF ENVIRONMENTAL BORING DATA

TABLE 4 – SUMMARY OF TARGET COMPOUND LIST (TCL) VOLATILE ORGANIC COMPOUNDS (VOCs) DETECTED IN SOIL

TABLE 5 – SUMMARY OF POLYCYCLIC AEROMATIC HYDROCARBONS (PAHS) DETECTED IN SOIL

TABLE 6 – SUMMARY OF POLYCHLORINATED BIPHENYS (PCBs) DETECTED IN SOIL

TABLE 7 – SUMMARY OF WASTE CHARACTERIZATION IN SOIL

TABLE 1. NYCDDC SPECIFIC RISK CRITERIA

Risk Category	Land Use
HIGH	**REGULATORY AGENCY DATABASE** • Sites identified on the regulatory agency database as NYSDEC New York Spills (NY Spills) or Leaking Storage Tank Incident Report (LTANKS) facilities. • Sites identified on the regulatory agency database as Federal sites (NPL, CERCLIS, ERNS, TRIS, FINDS, Superfund, Hazardous Waste Site HWS or HWDS, or RCRA Hazardous Waste Generators); State sites (Voluntary Cleanup Program, Brownfield, Manufactured Gas Plant MGP, Auto Station, Dry Cleaners, Underground Storage Tank (UST) or Above Ground Storage Tank (AST) facilities); and Local sites (Brownfield, E designated for underground storage testing protocol) **HISTORICAL SANBORN MAP REVIEW AND SITE RECONNAISSANCE** • Industrial/Manufacturing facilities (i.e., paper mills, pulp mills, meat packing plants, textiles, wood finishing/preserving, fertilizers, cement, steel works, furnaces, foundries, motor vehicle parts and accessories). •Petroleum retailers, storage facilities including gasoline filling stations, bulk terminals, oil refineries, historic gasoline tanks or underground storage tanks. •Motor vehicle dealerships with service stations, general automotive repair shops and service stations, and vehicle maintenance. •Chemical Storage including Dry Cleaning Facilities and Funeral Homes/Mortuaries/Crematorium. •Electric power/natural gas generation and transmission facilities (i.e., generators, substations, transformers, etc.). •Transportation facilities - airports, heliports, bus depots, railroad track rights-of-way, harbors and marinas. •Waste treatment, waste water treatment, and disposal facilities (i.e., landfills).
MODERATE	• Hospitals, clinics, doctor's offices • Construction activities (i.e., highway and street construction, wrecking and demolition work) • Commercial office buildings • Parks, community gardens, golf course • Vacant land, previously developed • Printers, photo shops • High Intensity Agriculture (i.e., nurseries, farms, feed lots, orchards, etc.)
LOW	• Retail buildings, restaurants, etc. • Private residences, apartment buildings • Schools and playgrounds • Vacant land, no prior development

*NYCDDC Specific Criteria is based on a review of a Regulatory Agency Database with a 1/8 mile search radius surrounding the Corridor, historical Sanborn maps, and a Site Reconnaissance of the Corridor and surrounding areas. A list of acronyms is available in the Regulatory Agency Database included as Appendix C.

TABLE 2
SUMMARY OF ASSESSMENT RESULTS (HIGH AND MODERATE RISK SITES)
REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN
MUNDY LANE BETWEEN CRANFORD AVE. AND NEREID AVENUE - BRONX, NY
DDC Project No. HED-578
Work Order No. OEHS-20201409798-WOL-208

Risk Site No.	Photo Log No.	EDR Map ID No.	Site Description / Block-Lot[1]	Site Reconnaissance Information	Historical Use (Sanborn Map Review)	Regulatory Agency Database Review[2]	Potential Environmental Concern	Initial Risk Category (High or Moderate)	Modifying Information	Final Risk Category (High or Moderate)
HIGH RISK SITES										
High Risk Site No. 1	Photo Log No. 1	EDR Map ID Nos. E11 and E12	Off Corridor and Down-gradient 211-215 S. 11th Ave. / SBL No. 16902130250300000000	East Coast Auto Repair Shop, Inc.	1932-2006: Garage. 1896-1918: Vacant lot.	UST - Faad Realty Corp. AST - Faad Realty Corp. NY LTANKS - Mile Square Transport, 1 closed NY Spills - Mile Square Transport, 1 closed	Potential for petroleum impact.	High	The potential for contamination exists based on the presence of UST(s) and being located in close proximity to the Corridor. Therefore, the risk category has not been modified.	High
High Risk Site No. 2	Photo Log No. 2	EDR Map ID No. E23	Off Corridor and Down-gradient 150 W. 3rd St. / SBL No. 16902130200010000000	Commercial building including Jamaican Restaurant	1988-2006: Auto repair. 1932-1967: Gas station. 1896-1918: Vacant lot.	NY Spills - 1 closed	Potential for petroleum impact.	High	The potential for contamination exists based on the past use as a gas station and being located in close proximity to the Corridor. Therefore, the risk category has not been modified.	High
MODERATE RISK SITES										
Moderate Risk Site No. 1	Photo Log No. 3	EDR Map ID No. E17	Off Corridor and Down-gradient 209 S. 11th Ave. / SBL No. 16902130250310000000	Commercial building including EMS Paving	2006: School bus parking. 1932-1996: Junk yard/storage. 1918: Mainly vacant lot with a small out-building. 1896: Vacant lot.	NY Spills - TBD Bus Company, 1 closed	Potential for petroleum impact.	High	Although there exists a potential for contamination based on the former use of the site as a junkyard and being located in close proximity to the Corridor, the previous release has been closed. Therefore, the risk category was modified.	Moderate
Moderate Risk Site No. 2	Photo Log No. 4	EDR Map ID No. F24	Off Corridor and Down-gradient 160-162 W. 3rd St. / SBL No. 16902130200130000000	Commercial building (use unknown) and a vacant lot	1967-2006: Manufacturer of light fixtures. 1896-1950: Residence with out-buildings.	EDR Hist Auto - Creek Gas Outlet, Inc.	Potential for miscellaneous impacts.	High	Although there exists a potential for contamination based on the former use of the site for manufacturing and possibly auto repair and being located in close proximity to the Corridor, there are no reported releases. Therefore, the risk category was modified.	Moderate

[1] Block and Lot information obtained from NYC Department of Buildings, where available.
[2] The regulatory database search information for this table was obtained from Environmental Data Resources, Inc.

Table 3. Summary of Environmental Boring Data

Boring No.	Sample ID	PID (ppm)	Sample Interval (ftbg)	Total VOCs (ug/kg)	Total PAHs (ug/kg)	Total PCBs (ug/kg)	Depth to Water (ftbg)	Total Depth (ftbg)	Other Comments
SB-01	SB-01-7.5-8.0	<1	7.5-8.0	46	NA	NA	Not encountered	8.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-01-COMP		0-8.0	NA	5,450	ND			
SB-02	SB-02-5.5-6.0	<1	5.5-6.0	19	NA	NA	Not encountered	6.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-02-COMP		0-6.0	NA	5,580	74			
SB-03	SB-03-4.5-5.0	<1	4.5-5.0	1,000	NA	NA	Not encountered	5.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-03-COMP		0-5.0	NA	4,092	13			

Notes:
All grab samples were analyzed for Target Compound Liust (TCL) Volatile Organic Compounds (VOCs). All composite soil samples were analyzed for Polycyclic Aromatic Hydrocarbons (PAHs), TCL Polychlorinated Biphenyls (PCBs), Total Petroleum Hydrocarbon (TPHC) Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO), Resource Conservation and Recovery Act (RCRA) Characteristics, and Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals.
NA = Not Analyzed/Not Applicable
ND = Non detect
ftbg = feet below grade surface
ppm = parts per million (or mg/kg)
ug/kg = microgram per kilogram

Table 4. Summary of Target Compound List (TCL) Volatile Organic Compounds (VOCs) Detected in Soil

TCL VOC	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)		
		SB-01-7.5-8.0	SB-02-5.5-6.0	SB-03-4.5-5.0
		9/12/2022	9/12/2022	9/12/2022
		7.5-8.0	5.5-6.0	4.5-5.0
Acetone	500,000	19.8 J	ND	ND
Methyl Ethyl Ketone	500,000	9.90 J	ND	1,000 J
Methylene chloride	500,000	15.9	18.6	ND
Total VOCs	NS	46	19	1,000

Notes:
All concentrations are reported in parts per billion (ppb or ug/kg)
ftbg = feet below grade surface
NS = No Standard
ND = Compound not detected above method detection limit (see attached lab report for mdl's)
J = Estimated value
SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Table 5. Summary of Polycyclic Aromatic Hydrocarbons (PAHs) Detected in Soil

PAHs	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)		
		SB-01-COMP	SB-02-COMP	SB-03-COMP
		9/12/2022	9/12/2022	9/12/2022
		0-8.0	0-6.0	0-5.0
Acenaphthylene	500,000	ND	150 J	82.1 J
Anthracene	500,000	100 J	ND	ND
Benzo(a)anthracene	5,600	580	520	390
Benzo(a)pyrene	1,000	550	680	500
Benzo(b)fluoranthene	5,600	650	820	600
Benzo(g,h,i)perylene	500,000	270	410	330
Benzo(k)fluoranthene	56,000	240	250	190
Chrysene	56,000	500	550	410
Fluoranthene	500,000	1,000	780	590
Indeno(1,2,3-cd)pyrene	5,600	250	340	270
Phenanthrene	500,000	480	320	160 J
Pyrene	500,000	830	760	570
Total PAHs	NS	5,450	5,580	4,092

Notes:
All concentrations are reported in parts per billion (ppb or ug/kg)
ftbg = feet below grade surface
ND = Compound not detected above method detection limit (see attached lab report for mdl's)
NS = No Standard
J = Estimated value

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Table 6. Summary of Polychlorinated Biphenyls (PCBs) Detected in Soil

PCBs	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)		
		SB-01-COMP	SB-02-COMP	SB-03-COMP
		9/12/2022	9/12/2022	9/12/2022
		0-8.0	0-6.0	0-5.0
Aroclor 1016	NS	ND	ND	ND
Aroclor 1221	NS	ND	ND	ND
Aroclor 1232	NS	ND	ND	ND
Aroclor 1242	NS	ND	ND	ND
Aroclor 1248	NS	ND	ND	ND
Aroclor 1254	NS	ND	ND	ND
Aroclor 1260	NS	ND	74.3 P	13.3 JP
Aroclor 1262	NS	ND	ND	ND
Aroclor 1268	NS	ND	ND	ND
Total PCBs	1,000	ND	74	13

Notes:
All concentrations are reported in parts per billion (ppb or ug/kg)
ftbg = feet below grade surface
ND = Compound not detected above method detection limit (see attached lab report for mdl's)
NS = No Standard
P = indicates >25% difference for detected concentrations between two GC columns
SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Table 7. Summary of Waste Characterization in Soil

Parameter	6 NYCRR Part 371 and RCRA	Sample ID, Date Collected, and Depth (ftbg)		
		SB-01-COMP	SB-02-COMP	SB-03-COMP
		9/12/2022	9/12/2022	9/12/2022
		0-8.0	0-6.0	0-5.0
METALs[1]	**ug/L**			
Barium	100,000	1,650	2,550	1,880
Cadmium	1,000	ND	10.2 J	4.52 J
Lead	5,000	66	415	186
Selenium	1,000	ND	42.6 J	ND
MISC. PARAMETERS (units)				
Reactivity Sulfide (mg/kg)	500	ND	ND	ND
Reactivity Cyanide (mg/kg)	250	ND	ND	ND
pH (SU)	2-12.5	8.36 H	8.23 H	8.50 H
Ignitability	>140 °F	No	No	No
TPHC Diesel Range Organics (mg/kg)	NS	54.0	60.1	20.9
TPHC Gasoiline Range Organics (mg/kg)	NS	0.718 J	0.616 J D	0.768 J

Notes:
ftbg = feet below grade surface
NS = No Standard
ND = Compound not detected above method detection limit (see attached lab report for mdl's)
SU = Standard unit
J = Estimated value
D = Dilution
H = Sample analysis out of hold time
mg/Kg = milligram per kilogram
ug/L = microgram per liter
[1] = TCLP RCRA Metals

APPENDIX A
SITE RECONNAISSANCE PHOTOGRAPHS

HIGH RISK SITES

Photo Log #1 –View of East Coast Auto Repair Shop, Inc. and Underground Storage Tank (UST) and Aboveground Storage Tank (AST) site located at 211-215 S. 11th Avenue. High Risk Site No: 1.

Photo Log #2 – View of the commercial building including Jamaican Restaurant (former auto repair facility and gas station) located at 150 W. 3rd Street. High Risk Site No: 2.

MODERATE RISK SITES

Photo Log #3 – View of the commercial building and storage yard including EMS Paving (former junkyard) located at 209 S. 11th Avenue. Moderate Risk Site No: 1.

Photo Log #4 – View of the commercial building and vacant lot (former manufacturing facility and possible auto facility) located at 160-162 W. 3rd Street. Moderate Risk Site No: 2.

APPENDIX B
SANBORN FIRE INSURANCE MAPS

Replacement of Dist Water Main & Sanitary Sewer

Mundy Ln. B/C E. 241st St. and Neried Ave.

Bronx, NY 10466

Inquiry Number: 7007952.5

June 10, 2022

Certified Sanborn® Map Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

06/10/22

Site Name:	Client Name:
Replacement of Dist Water Mai	The LiRo Group
Mundy Ln. B/C E. 241st St. anc	690 Delaware Avenue
Bronx, NY 10466	Buffalo, NY 14209
EDR Inquiry # 7007952.5	Contact: Amy Hewson

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Maps Provided:

2007	1996	1988	1935
2006	1995	1986	1932
2005	1994	1983	1918
2004	1993	1981	1908
2003	1992	1977	1897
2002	1991	1967	1896
2001	1990	1950	
1998	1989	1942	

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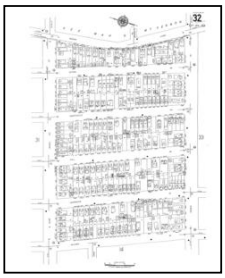
Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

2007 Source Sheets

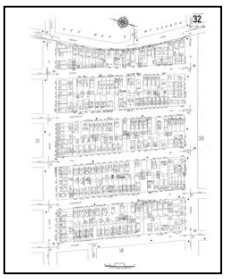
Volume 22, Sheet 31
2007



Volume 22, Sheet 32
2007

2006 Source Sheets

Volume 22, Sheet 31
2006



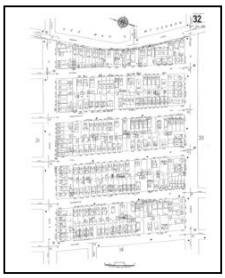
Volume 22, Sheet 32
2006

Volume 1, Sheet 31
2006

Volume 1, Sheet 33
2006

2005 Source Sheets

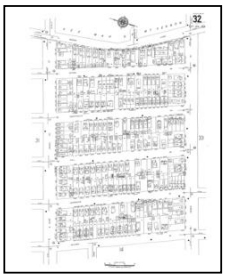
Volume 22, Sheet 31
2005



Volume 22, Sheet 32
2005

2004 Source Sheets

Volume 22, Sheet 31
2004



Volume 22, Sheet 32
2004

Sanborn Sheet Key

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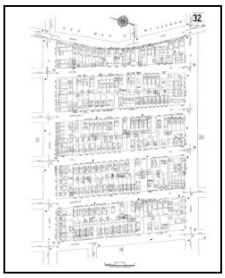
2003 Source Sheets

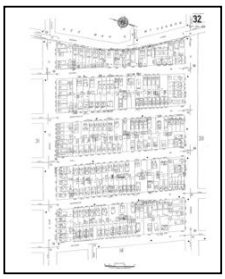
Volume 22, Sheet 31
2003



Volume 22, Sheet 32
2003

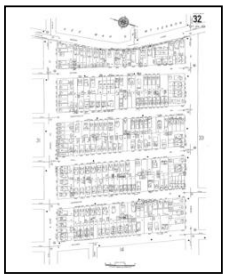
2002 Source Sheets

Volume 22, Sheet 31
2002



Volume 22, Sheet 32
2002

2001 Source Sheets



Volume 22, Sheet 32
2001

Volume 22, Sheet 31
2001

1998 Source Sheets

Volume 22, Sheet 31
1998

Volume 22, Sheet 32
1998

Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1996 Source Sheets

Volume 22, Sheet 31
1996

Volume 22, Sheet 32
1996

Volume 1, Sheet 31
1996

Volume 1, Sheet 33
1996

1995 Source Sheets

Volume 1, Sheet 33
1995

Volume 1, Sheet 31
1995

Volume 22, Sheet 31
1995

Volume 22, Sheet 32
1995

1994 Source Sheets

Volume 1, Sheet 31
1994

Volume 1, Sheet 33
1994

1993 Source Sheets

Volume 1, Sheet 31
1993

Volume 1, Sheet 33
1993

Volume 22, Sheet 31
1993

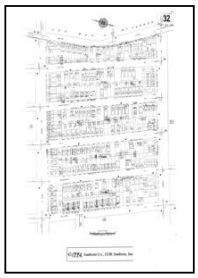
Volume 22, Sheet 32
1993

Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1992 Source Sheets

Volume 22, Sheet 31
1992



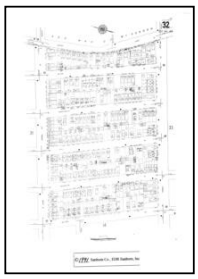
Volume 22, Sheet 32
1992

Volume 1, Sheet 31
1992

Volume 1, Sheet 33
1992

1991 Source Sheets

Volume 22, Sheet 31
1991



Volume 22, Sheet 32
1991

1990 Source Sheets

Volume 1, Sheet 31
1990

Volume 1, Sheet 33
1990

1989 Source Sheets

Volume 1, Sheet 31
1989

Volume 1, Sheet 33
1989

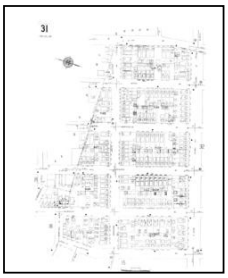
Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

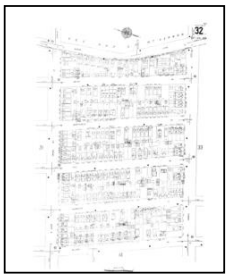
1988 Source Sheets

Volume 1, Sheet 31
1988

Volume 1, Sheet 33
1988

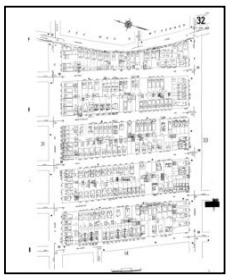


Volume 22, Sheet 31
1988



Volume 22, Sheet 32
1988

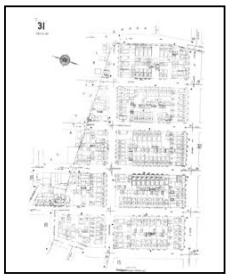
1986 Source Sheets



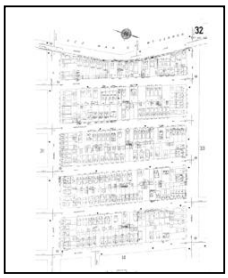
Volume 22, Sheet 32
1986

Volume 22, Sheet 31
1986

1983 Source Sheets



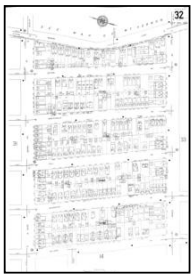
Volume 22, Sheet 31
1983



Volume 22, Sheet 32
1983

1981 Source Sheets

Volume 22, Sheet 31
1981



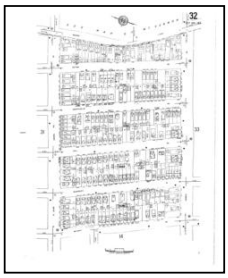
Volume 22, Sheet 32
1981

Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1977 Source Sheets

Volume 22, Sheet 31
1977



Volume 22, Sheet 32
1977

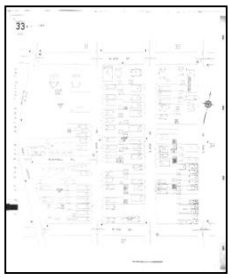
1967 Source Sheets

Volume 1, Sheet 31
1967

Volume 1, Sheet 33
1967

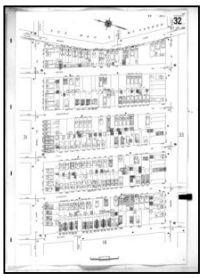
1950 Source Sheets

Volume 1, Sheet 31
1950



Volume 1, Sheet 33
1950

Volume 22, Sheet 31
1950



Volume 22, Sheet 32
1950

1942 Source Sheets

Volume 2, Sheet xxxx
1942

Sanborn Sheet Key

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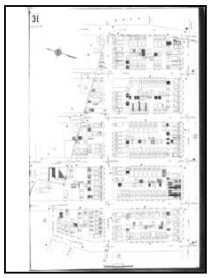
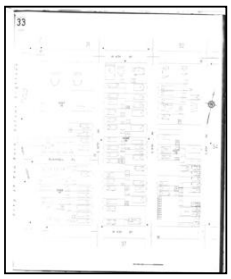
1935 Source Sheets



Volume 22, Sheet 31
1935

Volume 22, Sheet 32
1935

1932 Source Sheets



Volume 1, Sheet 33
1932

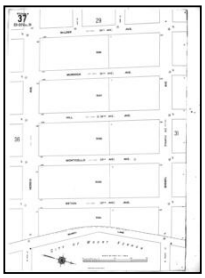
Volume 1, Sheet 31
1932

1918 Source Sheets

Volume 1, Sheet xxxx
1918

Volume 1, Sheet 53
1918

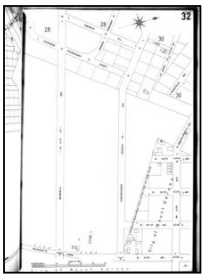
Volume 18, Sheet 31
1918



Volume 18, Sheet 37
1918

1908 Source Sheets

Volume B, Sheet 31
1908

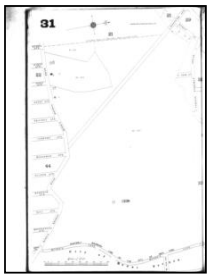


Volume B, Sheet 32
1908

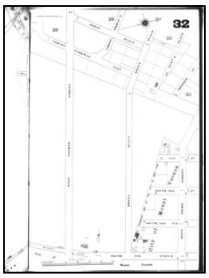
Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1897 Source Sheets

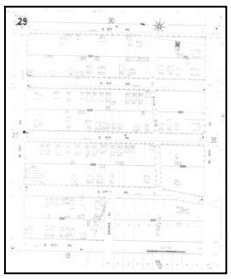


Volume B, Sheet 31
1897

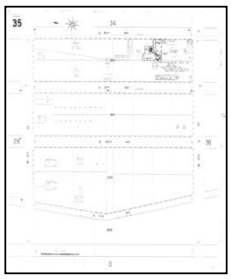


Volume B, Sheet 32
1897

1896 Source Sheets



Volume 1, Sheet 29
1896



Volume 1, Sheet 35
1896

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2007

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Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	2007

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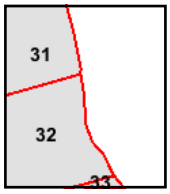
0 Feet 150 300 600



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Volume 22, Sheet 31

HAZ-52

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2006

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Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
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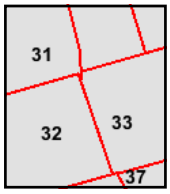

Volume 1, Sheet 33
Volume 1, Sheet 31
Volume 22, Sheet 32
Volume 22, Sheet 31

N

HAZ-53

Certified Sanborn® Map

2006

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Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
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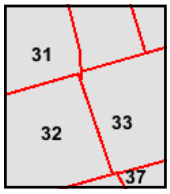

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Volume 1, Sheet 31
Volume 22, Sheet 32
Volume 22, Sheet 31

N

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2005

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Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	2005

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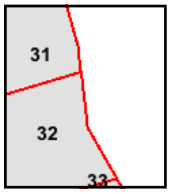

Volume 22, Sheet 32
Volume 22, Sheet 31

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Certified Sanborn® Map

2004

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Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	2004

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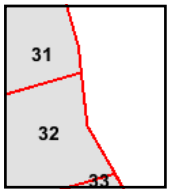

Volume 22, Sheet 32
Volume 22, Sheet 31

HAZ-56

N

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2003

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Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	2003

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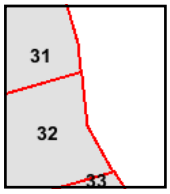

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Volume 22, Sheet 31

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Certified Sanborn® Map

2002

Site Name: Replacement of Dist Water Main & Sanitary Sewer

Address: Mundy Ln. B/C E. 241st St. and Neried Ave.

City, ST, ZIP: Bronx, NY 10466

Client: The LiRo Group

EDR Inquiry: 7007952.5

Order Date: 06/10/2022

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Certification # 7A45-4DB6-A7ED

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Outlined areas indicate map sheets within the collection.

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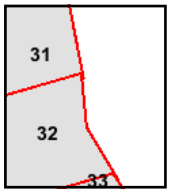

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N

Certified Sanborn® Map

2001

Site Name: Replacement of Dist Water Main & Sanitary Sewer
Address: Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP: Bronx, NY 10466
Client: The LiRo Group
EDR Inquiry: 7007952.5
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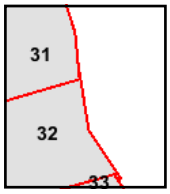

Volume 22, Sheet 31
Volume 22, Sheet 32

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N

Certified Sanborn® Map

1998

Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
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This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.

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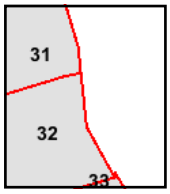

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N

Certified Sanborn® Map

1996

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Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1996

This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.

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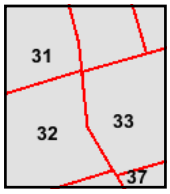

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Volume 22, Sheet 31

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1996

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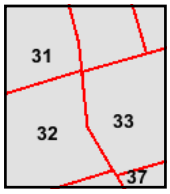
Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1996

This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.

0 Feet 150 300 600



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Volume 1, Sheet 31
Volume 22, Sheet 32
Volume 22, Sheet 31

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1995

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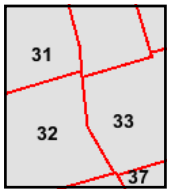

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HAZ-63

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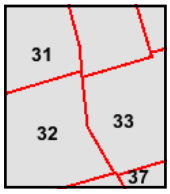

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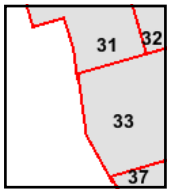

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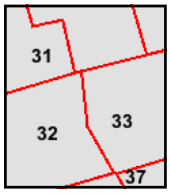

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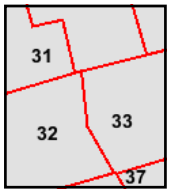

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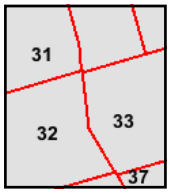

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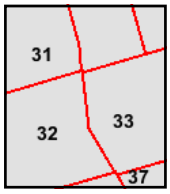

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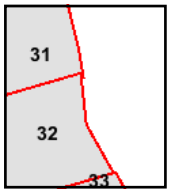

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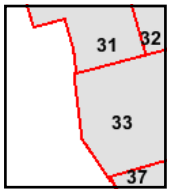

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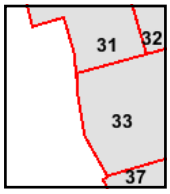

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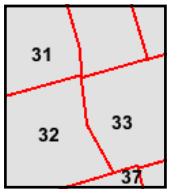

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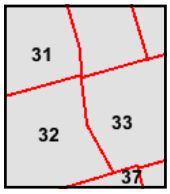

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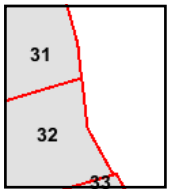

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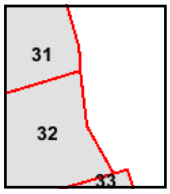

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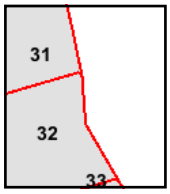

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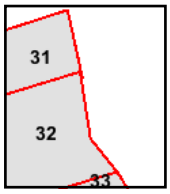

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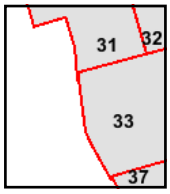

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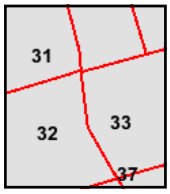

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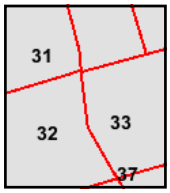

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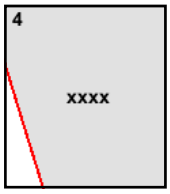

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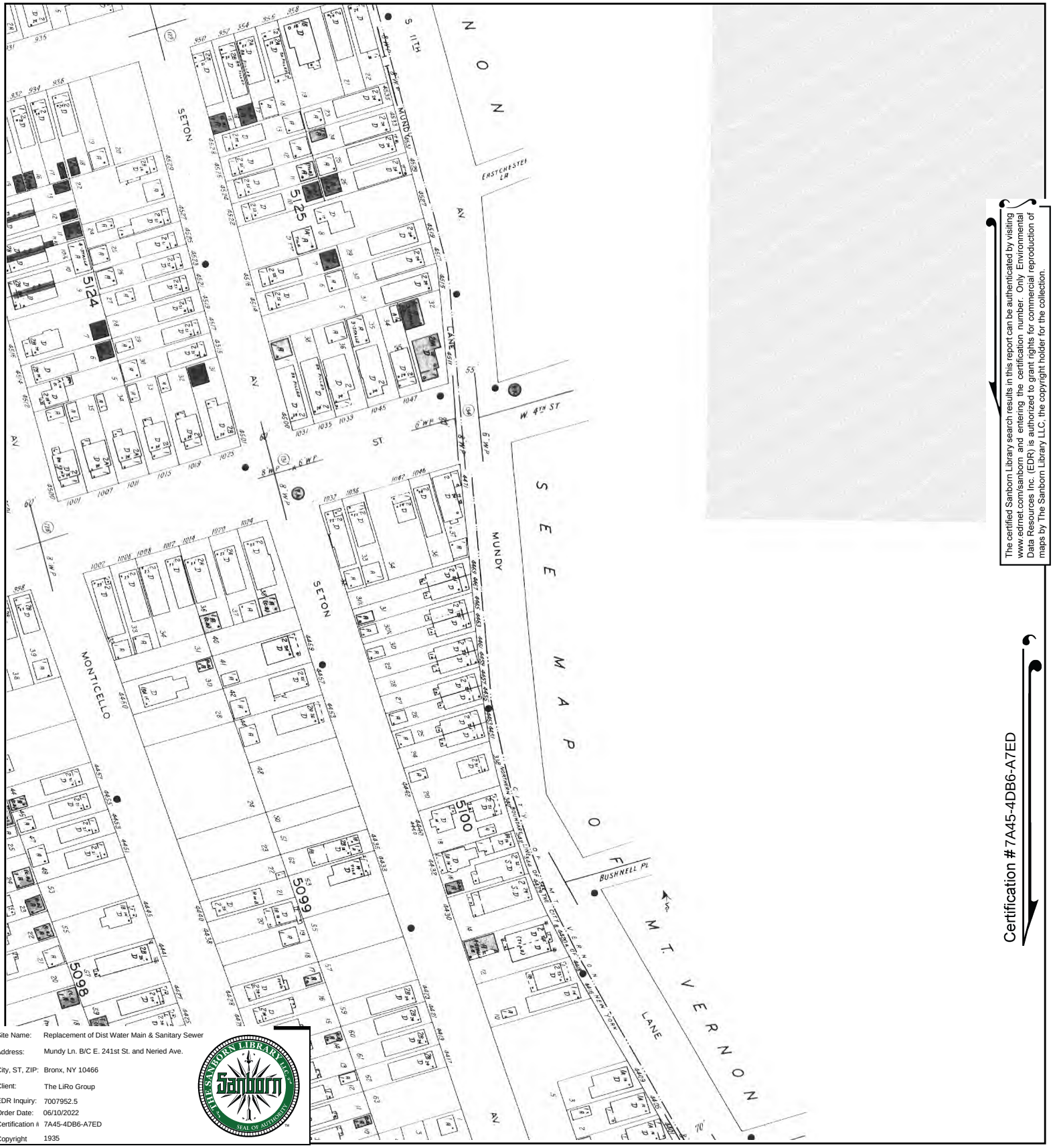
1935



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Certification # 7A45-4DB6-A7ED

Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1935

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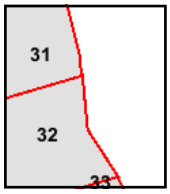

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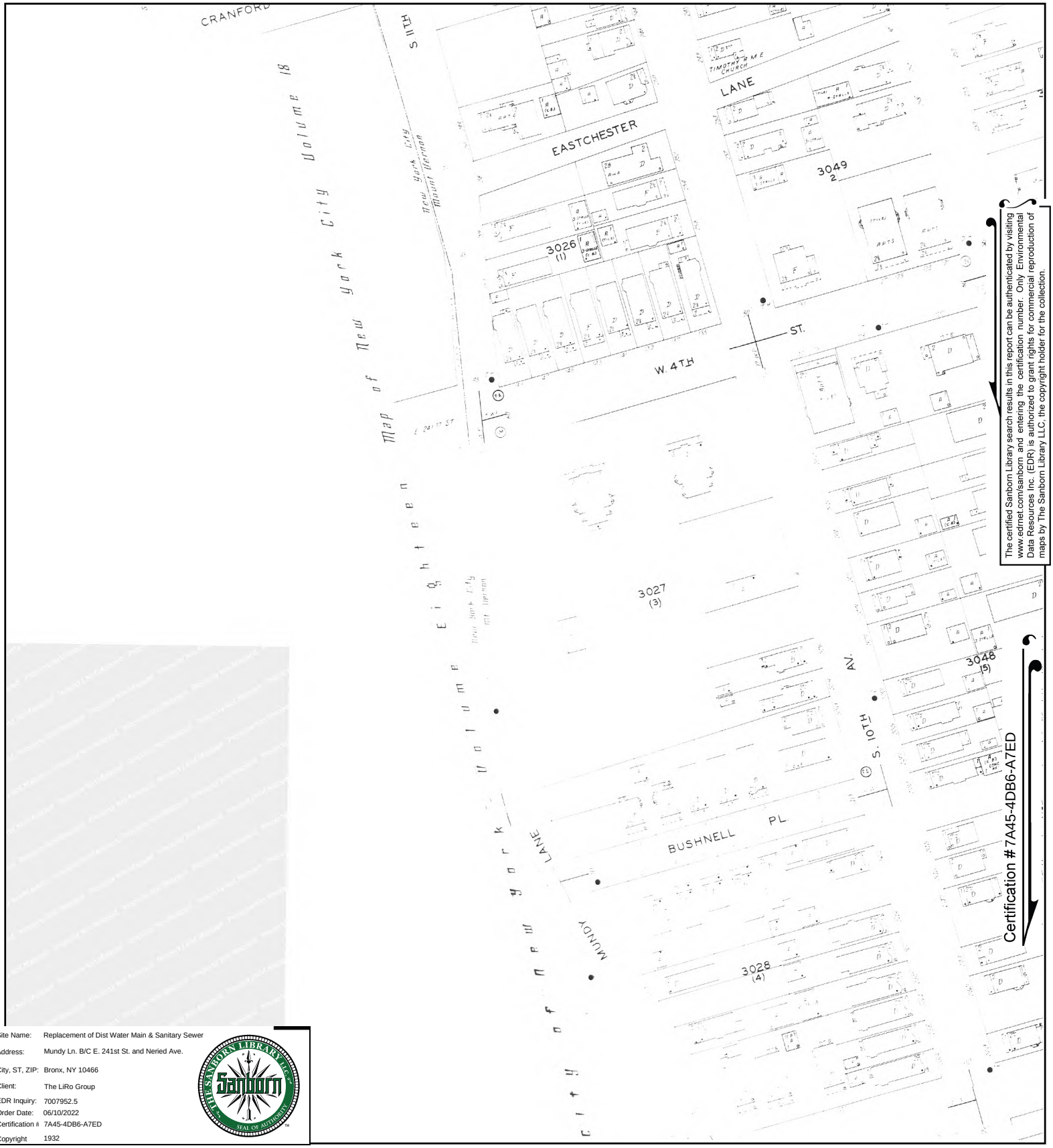
HAZ-83

N

Certified Sanborn® Map

1932



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City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1932

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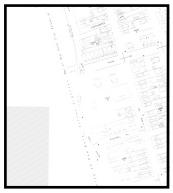

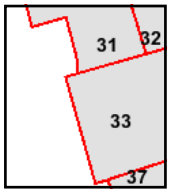

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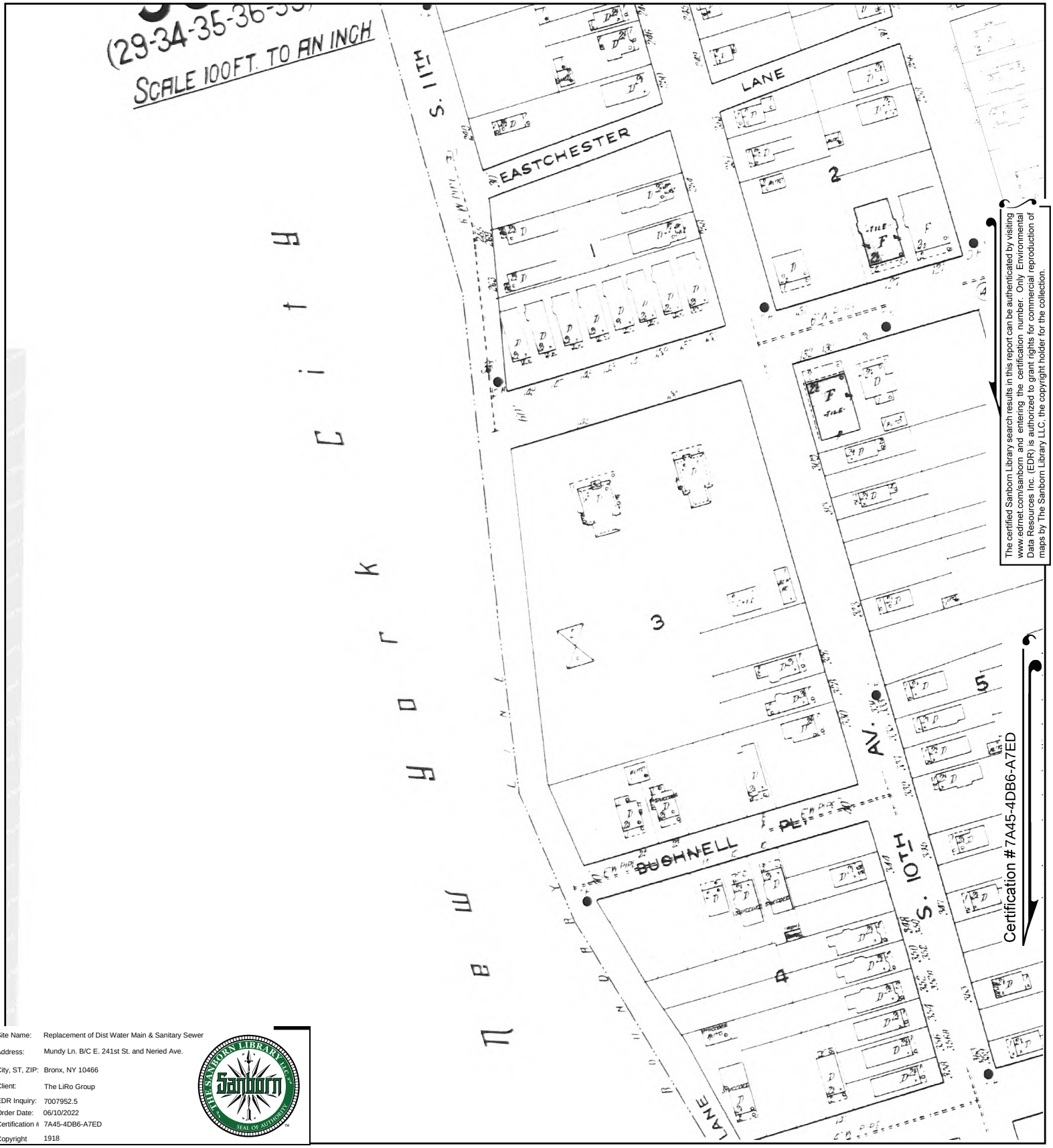
N

HAZ-84

Certified Sanborn® Map

1918



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Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1918

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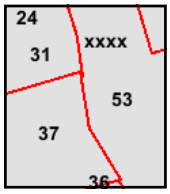

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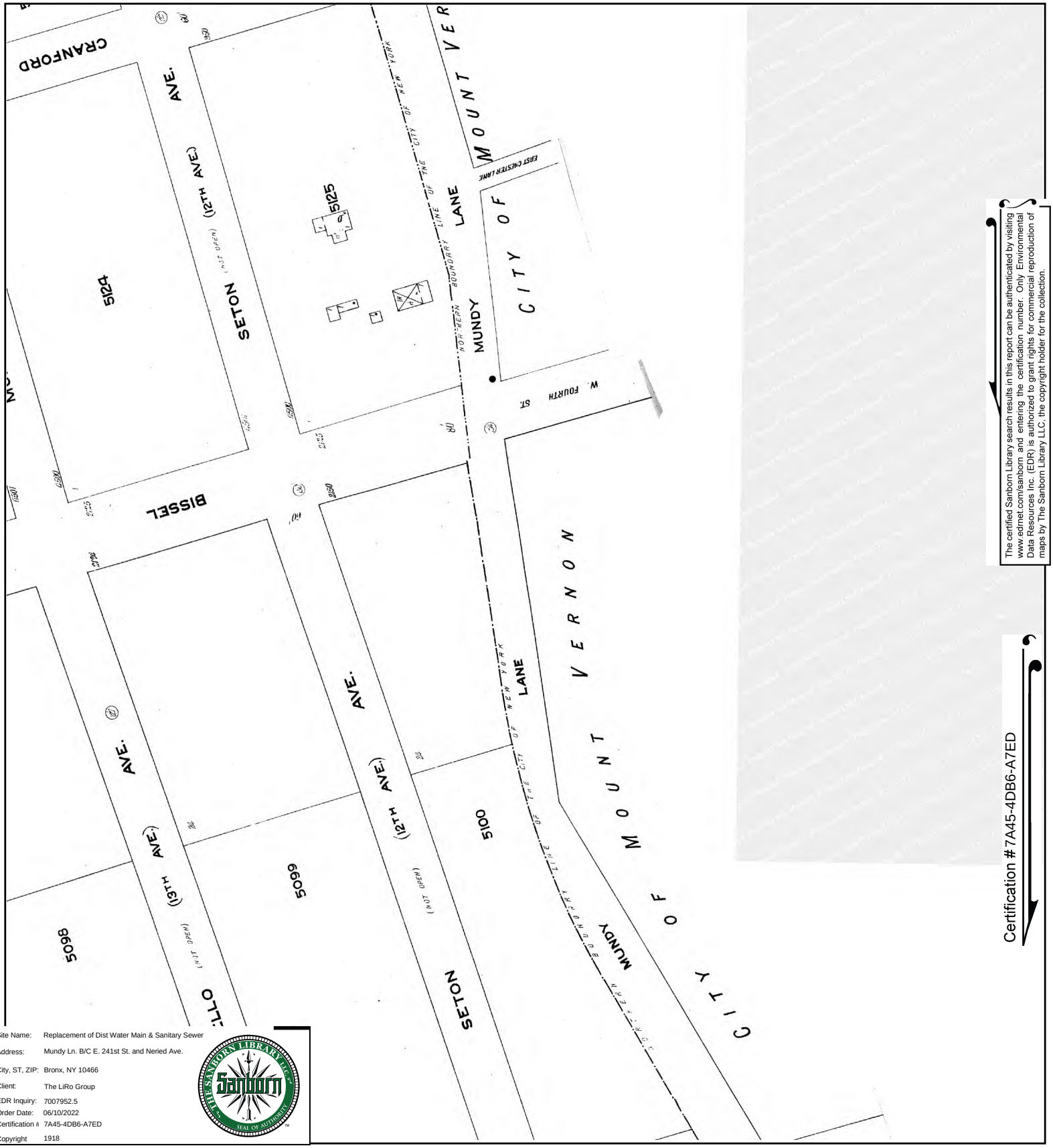
Volume 18, Sheet 31
Volume 1, Sheet 53
Volume 1, Sheet xxxx

HAZ-85

N



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Site Name:	Replacement of Dist Water Main & Sanitary Sewer
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City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1918

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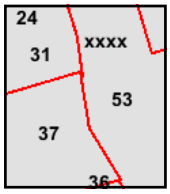

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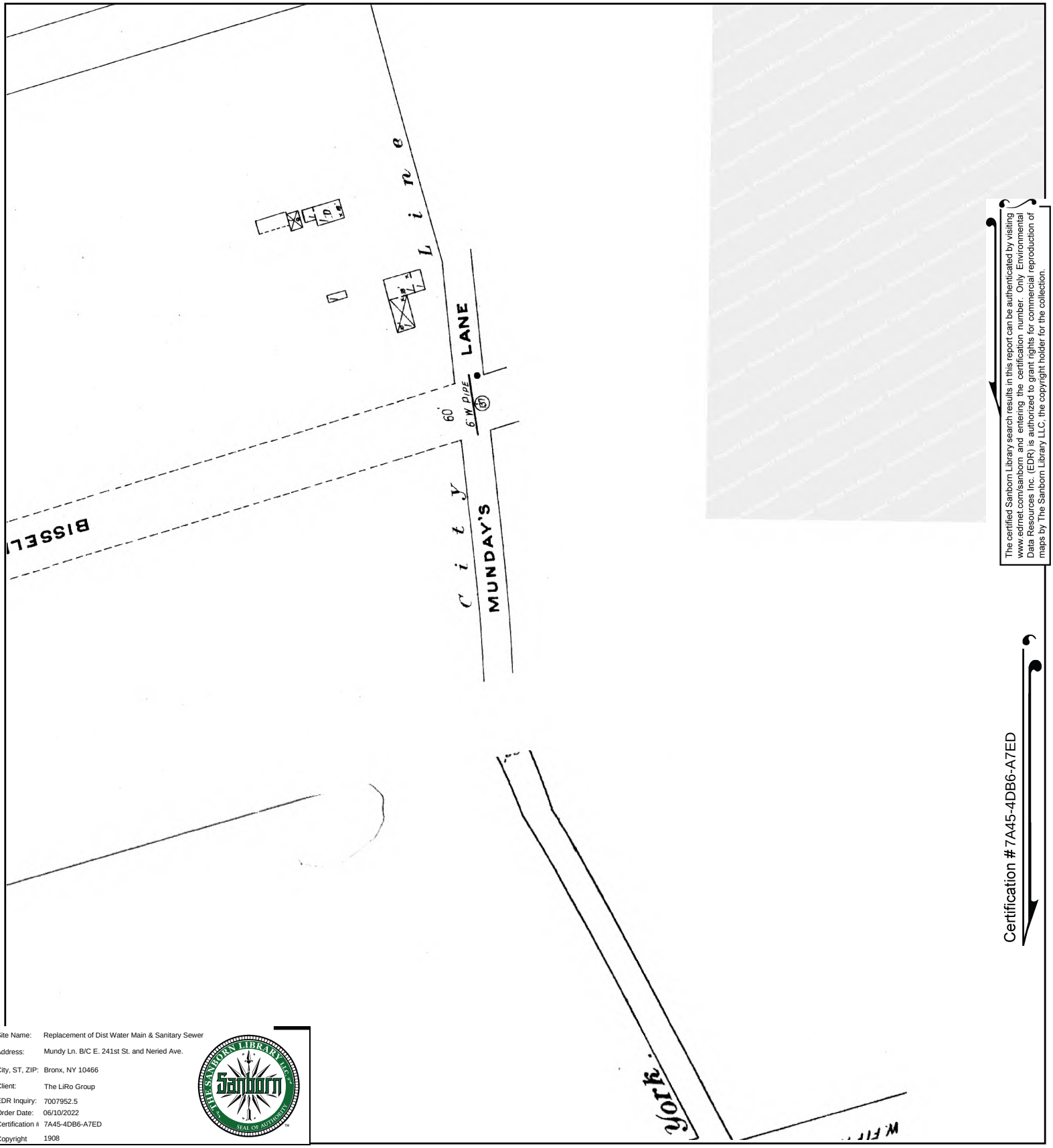
Volume 18, Sheet 31
Volume 1, Sheet 53
Volume 1, Sheet xxxx

HAZ-86

N



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Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1908

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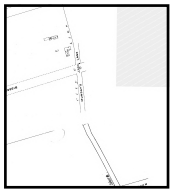

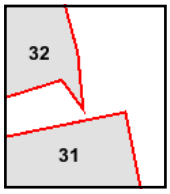

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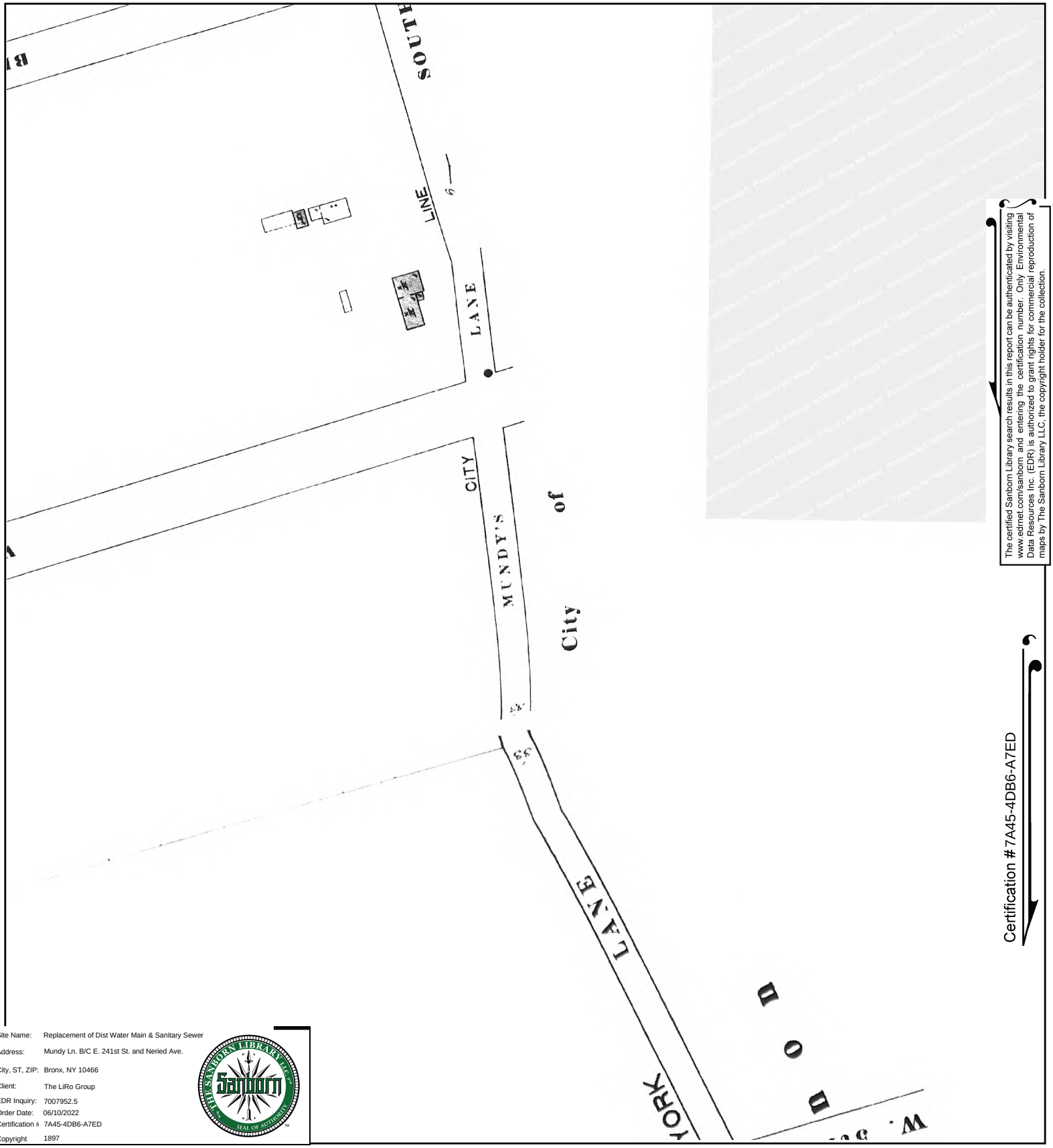
N

HAZ-87

Certified Sanborn® Map



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Certification # 7A45-4DB6-A7ED

Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1897

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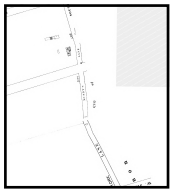

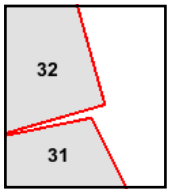

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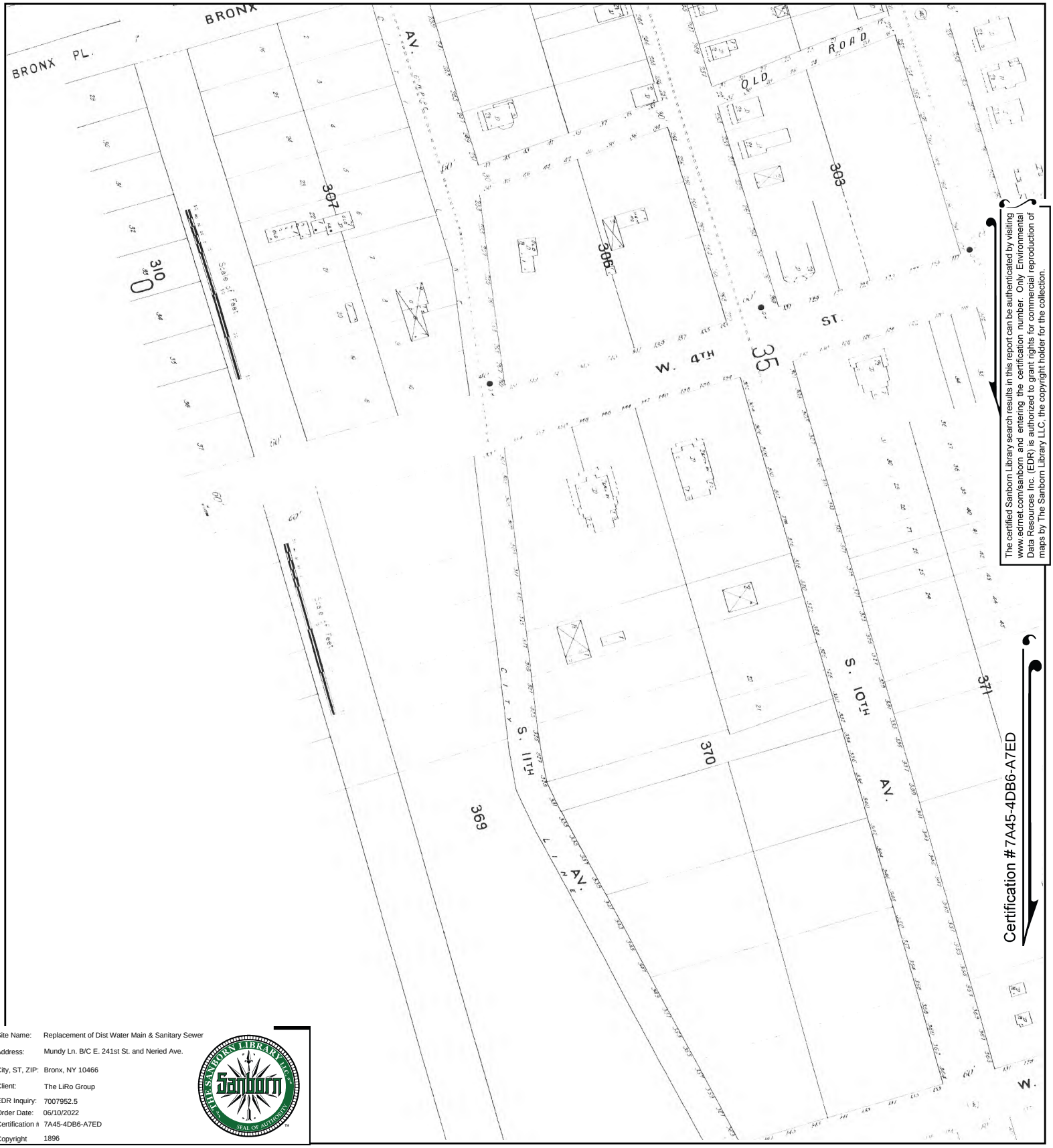
Volume B, Sheet 31

HAZ-88

N

Certified Sanborn® Map

1896



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Certification # 7A45-4DB6-A7ED

Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1896

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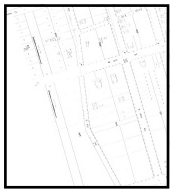

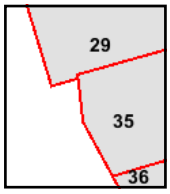

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HAZ-89

N

Replacement of Dist Water Main & Sanitary Sewer

Mundy Ln. B/C E. 241st St. and Neried Ave.

Bronx, NY 10466

Inquiry Number: 7007952.5

June 10, 2022

Certified Sanborn® Map Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

06/10/22

Site Name:	Client Name:
Replacement of Dist Water Mai	The LiRo Group
Mundy Ln. B/C E. 241st St. anc	690 Delaware Avenue
Bronx, NY 10466	Buffalo, NY 14209
EDR Inquiry # 7007952.5	Contact: Amy Hewson

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The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # 7A45-4DB6-A7ED

PO # 19-294-0265 - 145

Project OEHS

Maps Provided:

2007	1996	1988	1932
2006	1995	1986	1918
2005	1994	1983	1908
2004	1993	1981	1897
2003	1992	1977	1896
2002	1991	1967	
2001	1990	1950	
1998	1989	1935	

Sanborn® Library search results

Certification #: 7A45-4DB6-A7ED

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ✔ Library of Congress
- ✔ University Publications of America
- ✔ EDR Private Collection

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Sanborn Sheet Key

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2007 Source Sheets

Volume 22, Sheet 31
2007

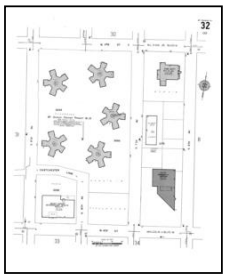
2006 Source Sheets

Volume 22, Sheet 31
2006

Volume 1, Sheet 29
2006

Volume 1, Sheet 30
2006

Volume 1, Sheet 31
2006



Volume 1, Sheet 32
2006

2005 Source Sheets

Volume 22, Sheet 31
2005

Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

2004 Source Sheets

Volume 22, Sheet 31
2004

2003 Source Sheets

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2003

2002 Source Sheets

Volume 22, Sheet 31
2002

2001 Source Sheets

Volume 22, Sheet 31
2001

Sanborn Sheet Key

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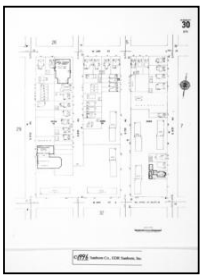
1998 Source Sheets

Volume 22, Sheet 31
1998

1996 Source Sheets

Volume 1, Sheet 29
1996



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1996

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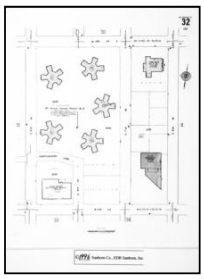
1996



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1996

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1996

1995 Source Sheets

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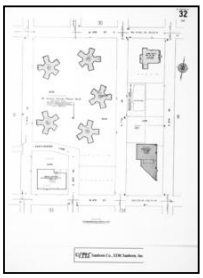
1995



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1995

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1995

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1995

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1994 Source Sheets

Volume 1, Sheet 29
1994

Volume 1, Sheet 30
1994

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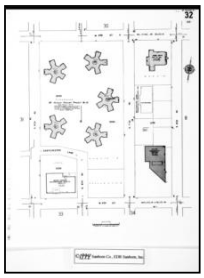
1994



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1994

Sanborn Sheet Key

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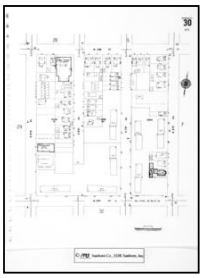
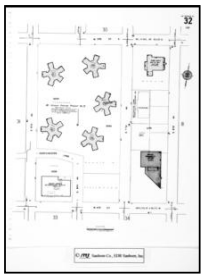
1993 Source Sheets

Volume 1, Sheet 29
1993


Volume 1, Sheet 30
1993

Volume 1, Sheet 31
1993


Volume 1, Sheet 32
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Volume 22, Sheet 31
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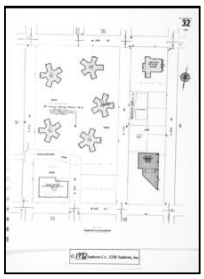
1992 Source Sheets

Volume 1, Sheet 29
1992

Volume 1, Sheet 30
1992

Volume 1, Sheet 31
1992


Volume 1, Sheet 32
1992

Volume 22, Sheet 31
1992

1991 Source Sheets

Volume 22, Sheet 31
1991

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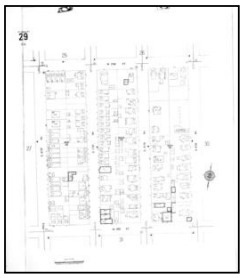
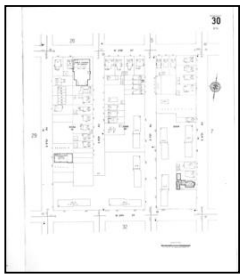

Volume 1, Sheet 29
1990


Volume 1, Sheet 30
1990

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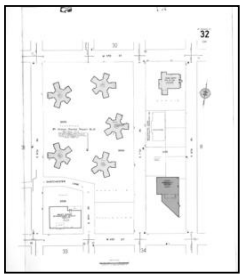
1990


Volume 1, Sheet 32
1990

Sanborn Sheet Key

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1989 Source Sheets

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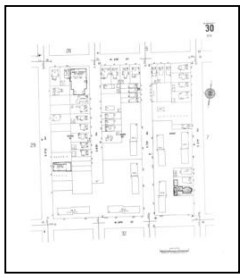
1989



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1989

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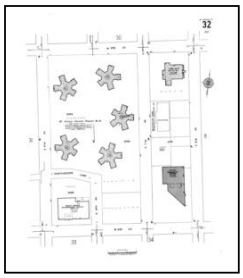
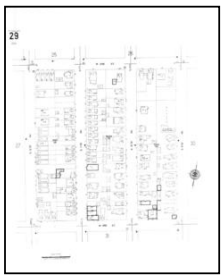
1989



Volume 1, Sheet 32
1989

1988 Source Sheets



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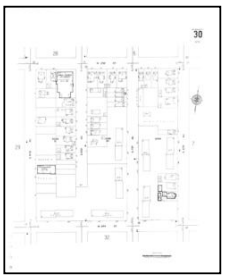
1988



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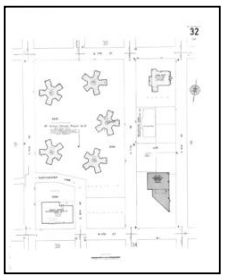
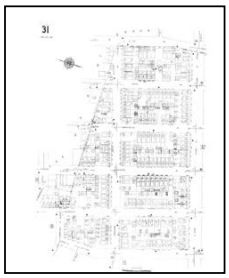
1988

Volume 1, Sheet 31
1988

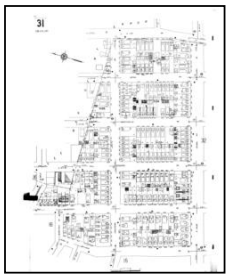


Volume 1, Sheet 32
1988



Volume 22, Sheet 31
1988

1986 Source Sheets



Volume 22, Sheet 31
1986

Sanborn Sheet Key

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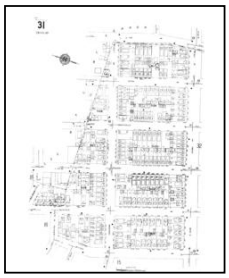
1983 Source Sheets



Volume 22, Sheet 31
1983

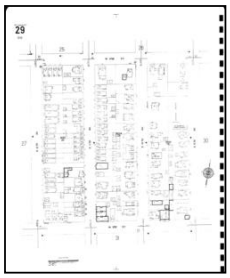
1981 Source Sheets

Volume 22, Sheet 31
1981

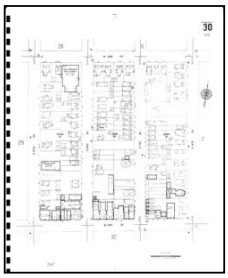
1977 Source Sheets

Volume 22, Sheet 31
1977

1967 Source Sheets

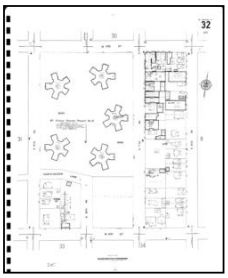


Volume 1, Sheet 29
1967



Volume 1, Sheet 30
1967

Volume 1, Sheet 31
1967



Volume 1, Sheet 32
1967

Sanborn Sheet Key

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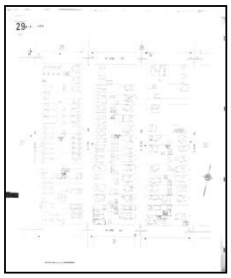
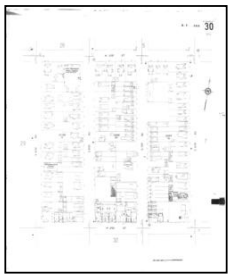
1950 Source Sheets

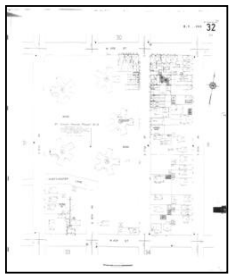


Volume 1, Sheet 29
1950



Volume 1, Sheet 30
1950

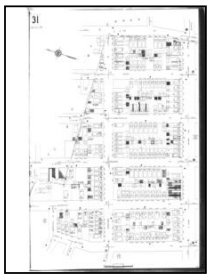
Volume 1, Sheet 31
1950



Volume 1, Sheet 32
1950

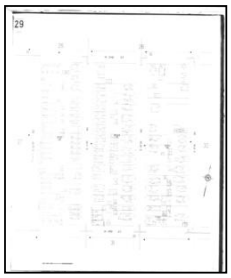
Volume 22, Sheet 31
1950

1935 Source Sheets

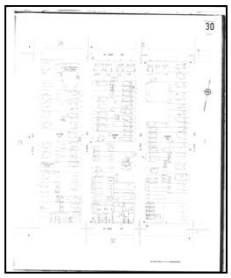


Volume 22, Sheet 31
1935

1932 Source Sheets

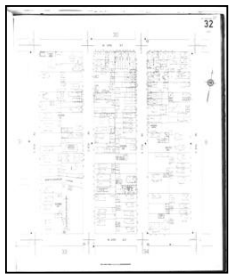


Volume 1, Sheet 29
1932



Volume 1, Sheet 30
1932

Volume 1, Sheet 31
1932



Volume 1, Sheet 32
1932

Sanborn Sheet Key

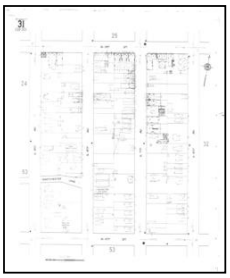
This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1918 Source Sheets

Volume 1, Sheet xxxx
1918

Volume 1, Sheet 24
1918

Volume 1, Sheet 25
1918

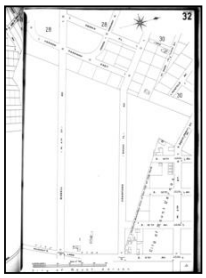


Volume 1, Sheet 31
1918

Volume 1, Sheet 53
1918

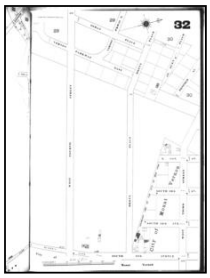
Volume 18, Sheet 31
1918

1908 Source Sheets



Volume B, Sheet 32
1908

1897 Source Sheets

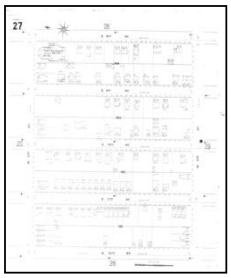


Volume B, Sheet 32
1897

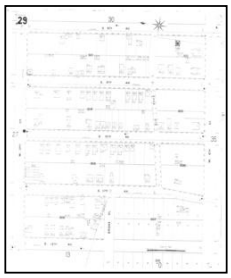
Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

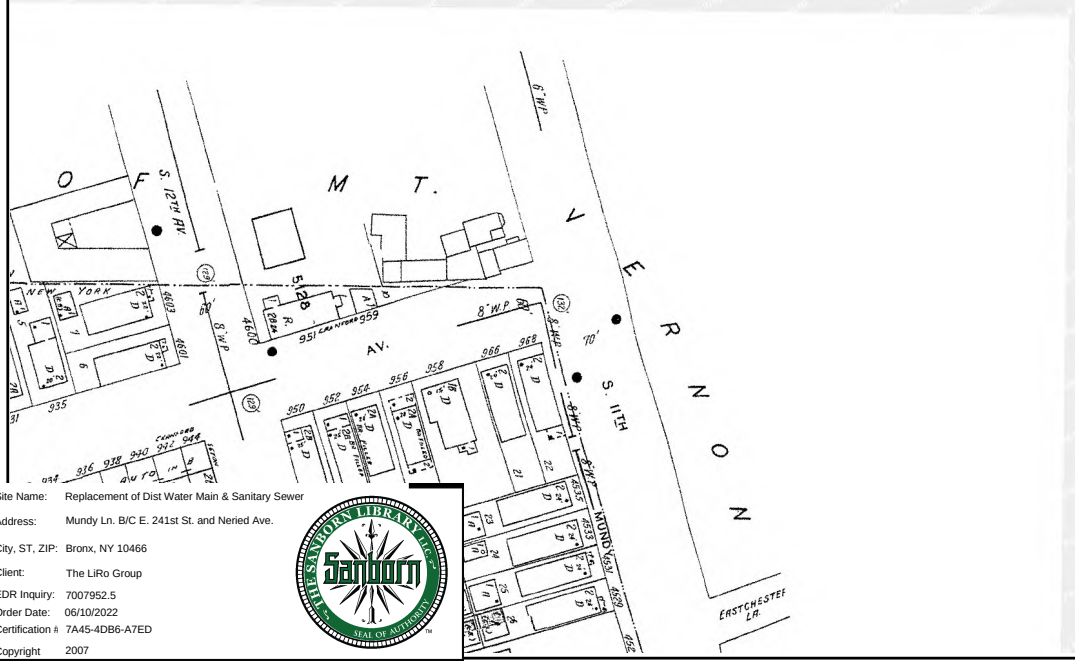
1896 Source Sheets



Volume 1, Sheet 27
1896



Volume 1, Sheet 29
1896



Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
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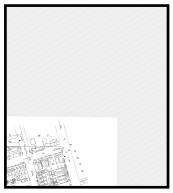

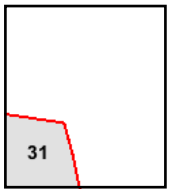

Volume 22, Sheet 31

N

HAZ-101

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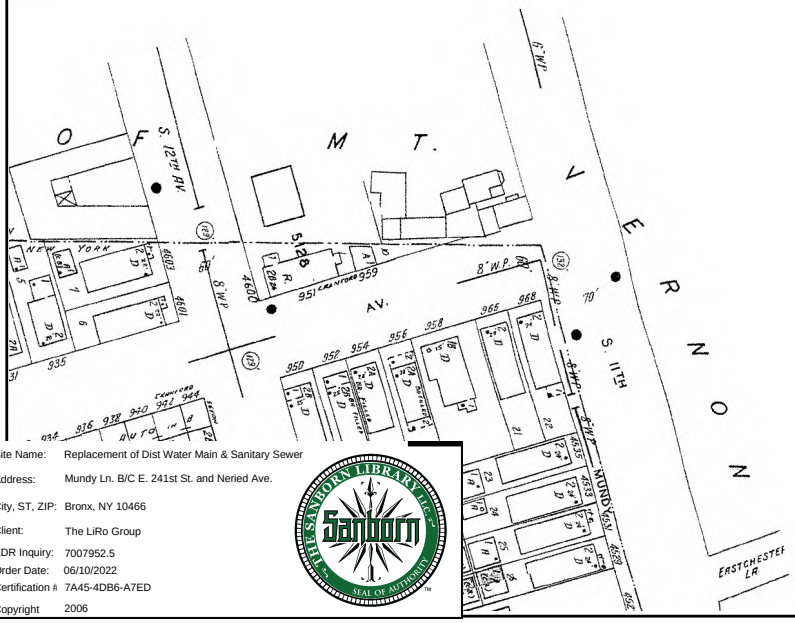
2006



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2006

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Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
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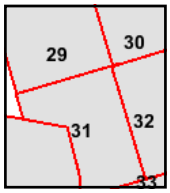

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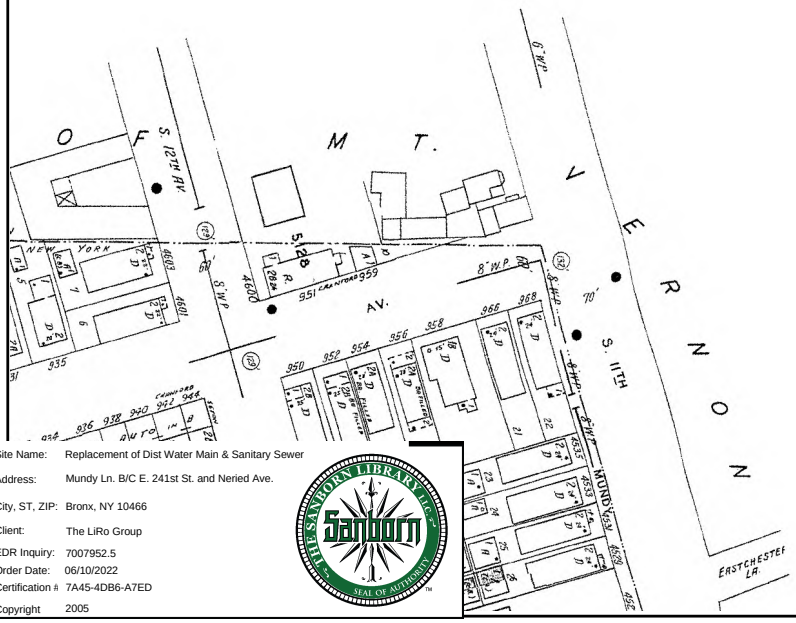
Volume 1, Sheet 31
Volume 1, Sheet 30
Volume 1, Sheet 29
Volume 22, Sheet 31

HAZ-103

Certified Sanborn® Map

2005



Site Name: Replacement of Dist Water Main & Sanitary Sewer
Address: Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP: Bronx, NY 10466
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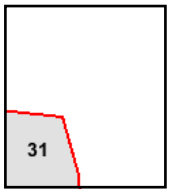

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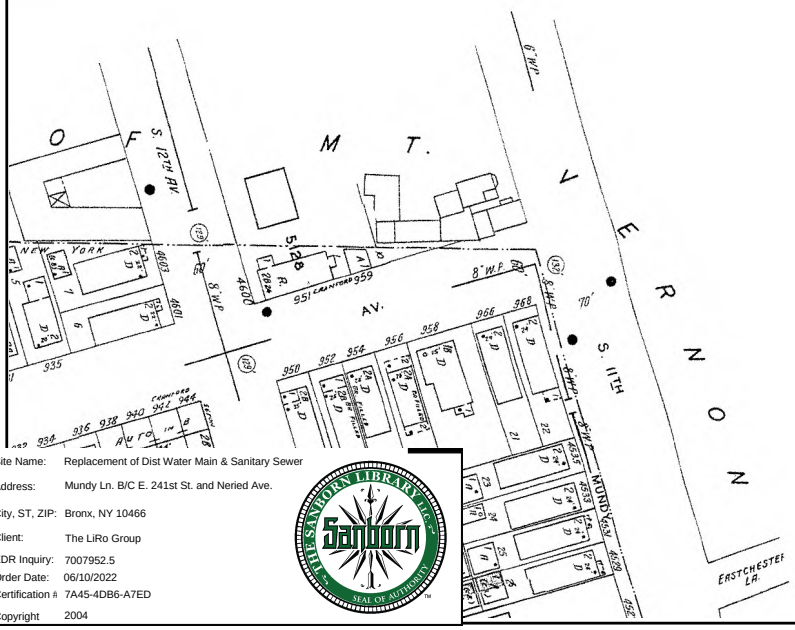
2004



Site Name: Replacement of Dist Water Main & Sanitary Sewer
Address: Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP: Bronx, NY 10466
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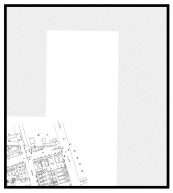

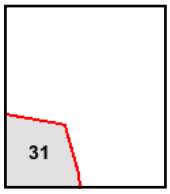

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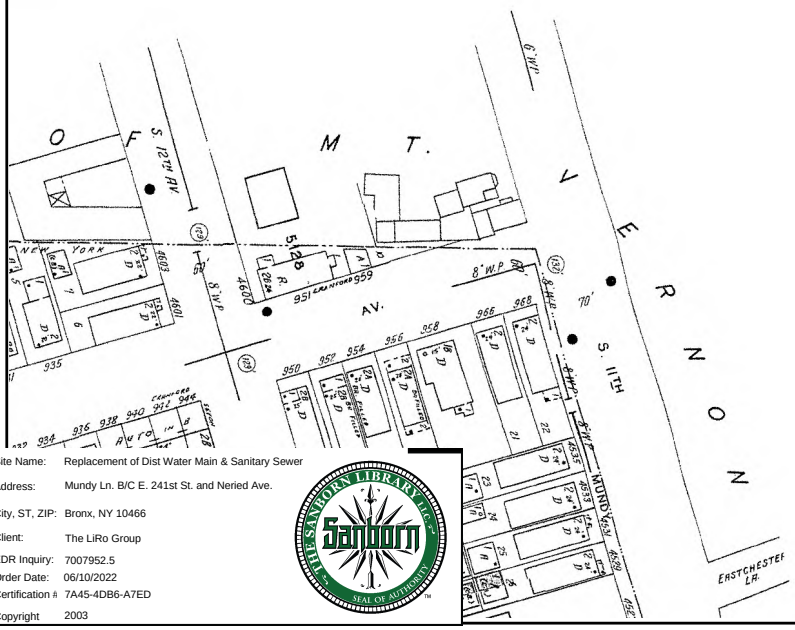
2003



Site Name: Replacement of Dist Water Main & Sanitary Sewer

Address: Mundy Ln. B/C E. 241st St. and Neried Ave.

City, ST, ZIP: Bronx, NY 10466

Client: The LiRo Group

EDR Inquiry: 7007952.5

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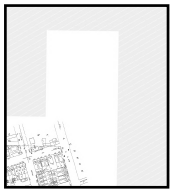

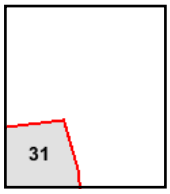

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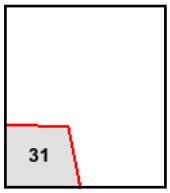

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2001

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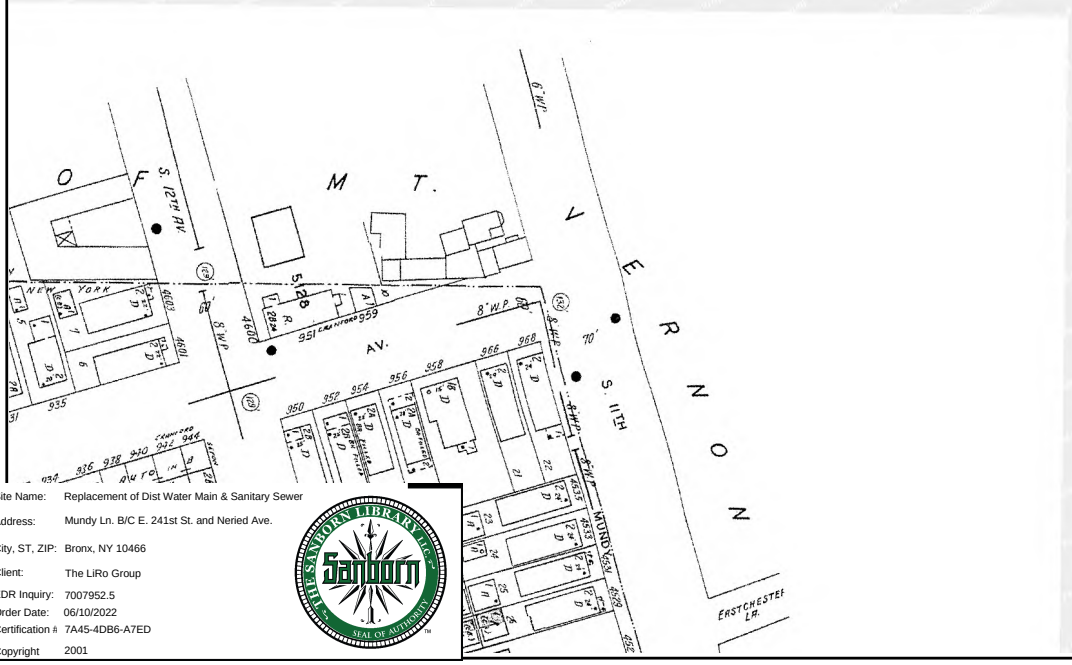

Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
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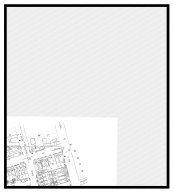

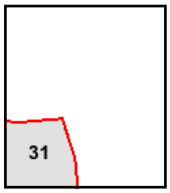

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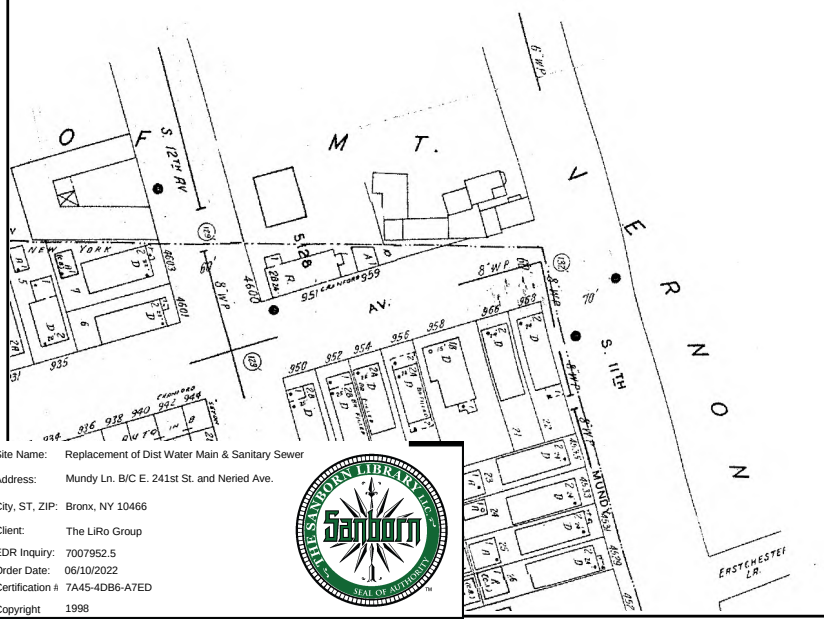
HAZ-108


O F M T. V E R N O N
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AV.
S. 11TH
MUNDY LN.
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NEW YORK
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1996

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City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
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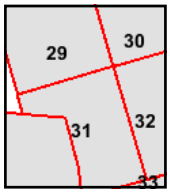


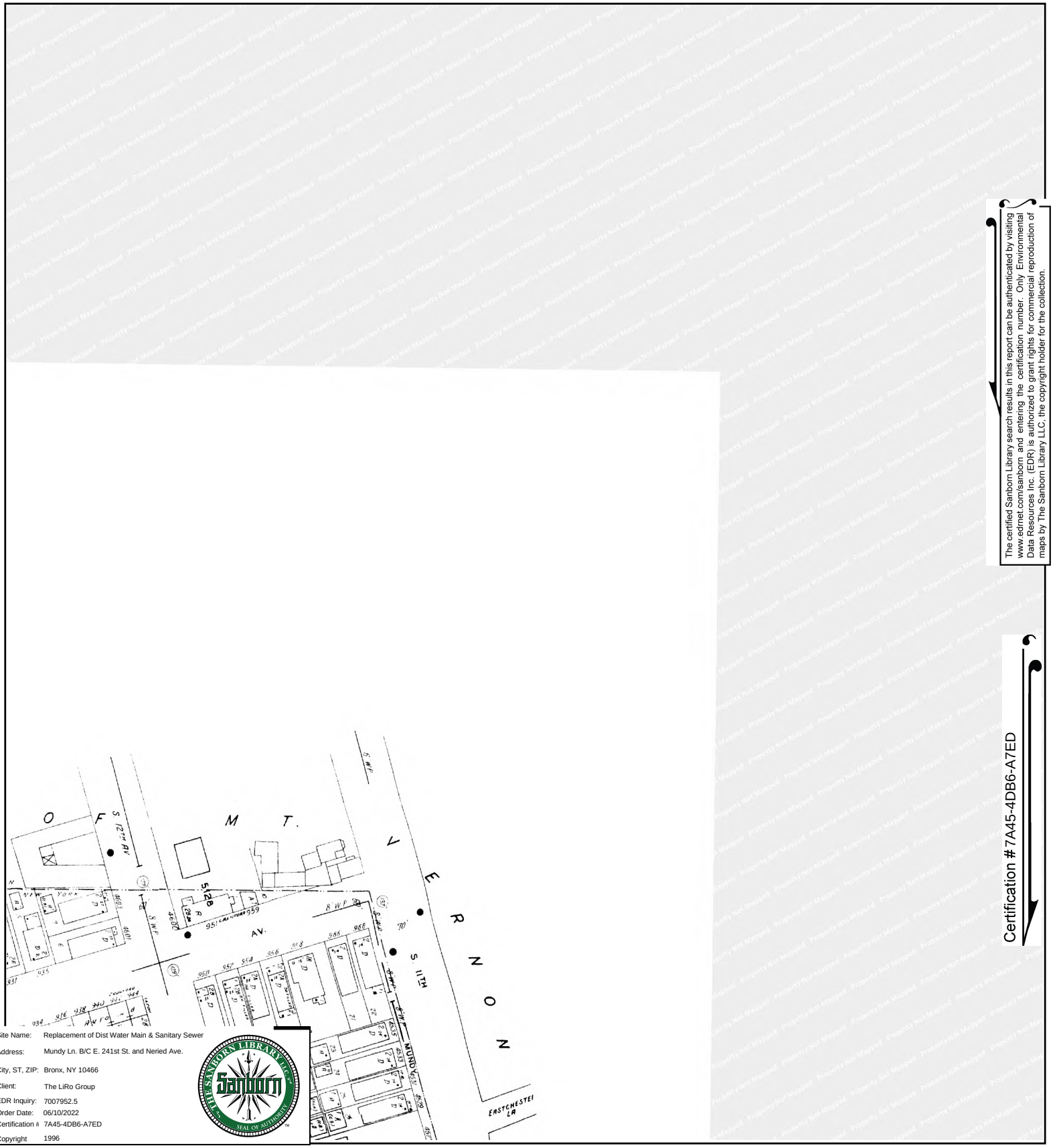
Volume 22, Sheet 31
Volume 1, Sheet 32
Volume 1, Sheet 31
Volume 1, Sheet 30
Volume 1, Sheet 29

HAZ-110

N

Certified Sanborn® Map

1996



Site Name: Replacement of Dist Water Main & Sanitary Sewer
Address: Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP: Bronx, NY 10466
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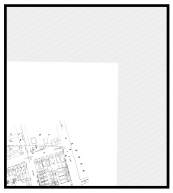

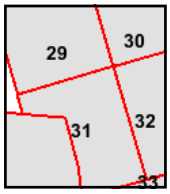

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HAZ-111

N

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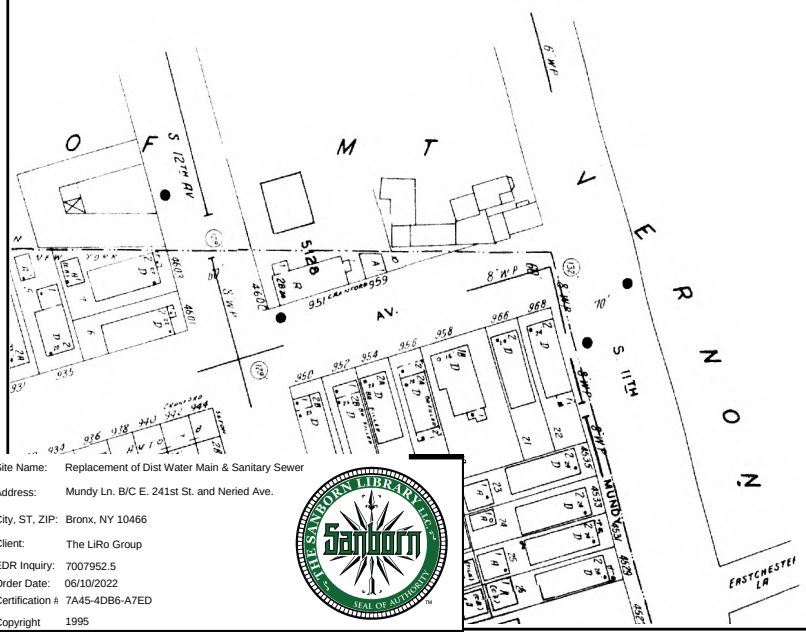
1995



Site Name: Replacement of Dist Water Main & Sanitary Sewer
Address: Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP: Bronx, NY 10466
Client: The LiRo Group
EDR Inquiry: 7007952.5
Order Date: 06/10/2022
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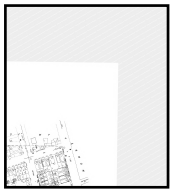

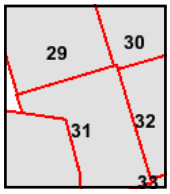

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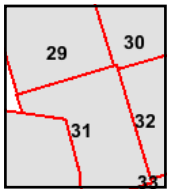

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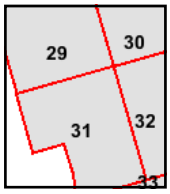

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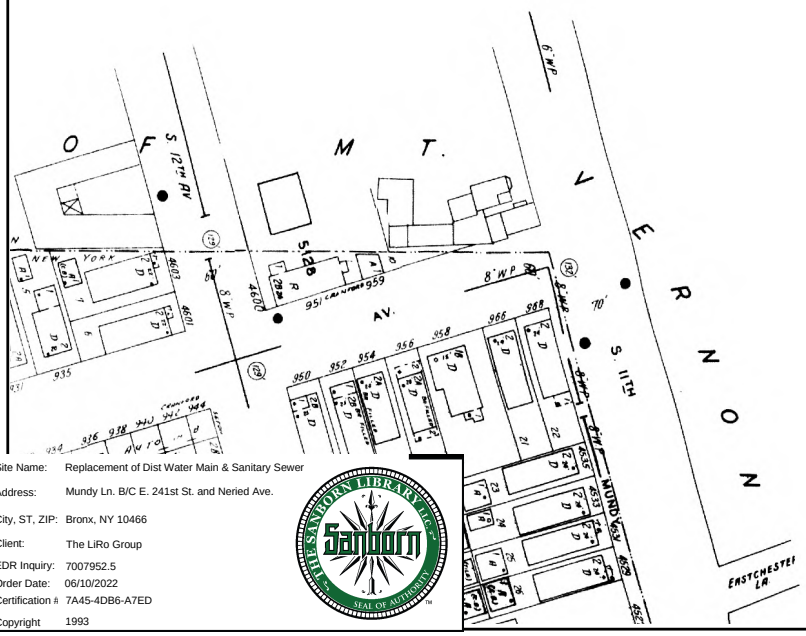

Site Name: Replacement of Dist Water Main & Sanitary Sewer
Address: Mundy Ln. B/C E. 241st St. and Neried Ave.
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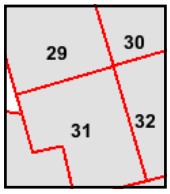

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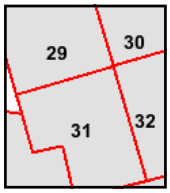

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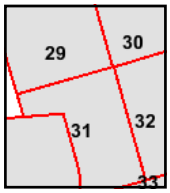

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N

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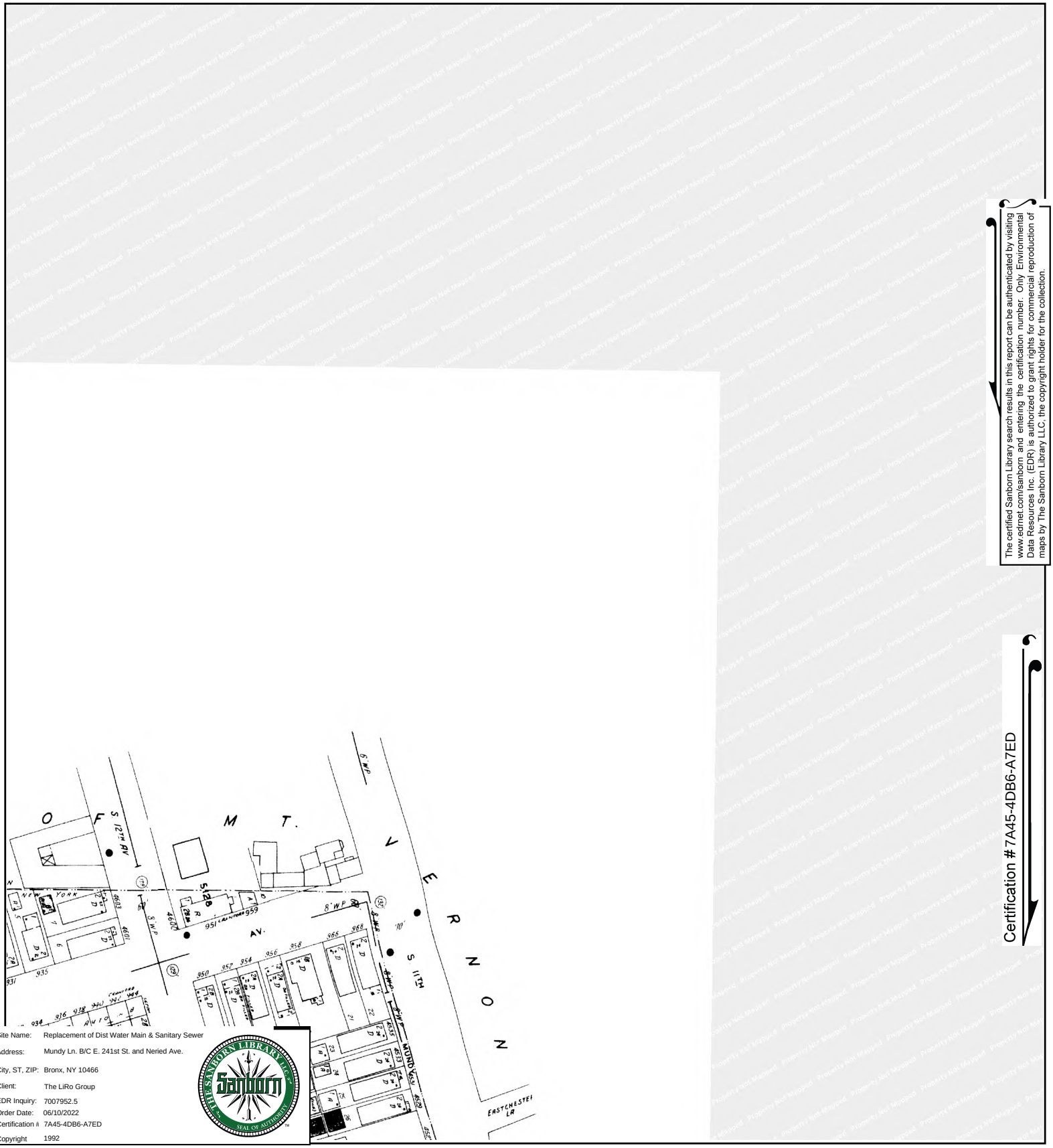
1992



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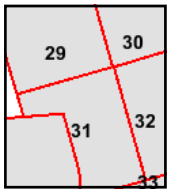

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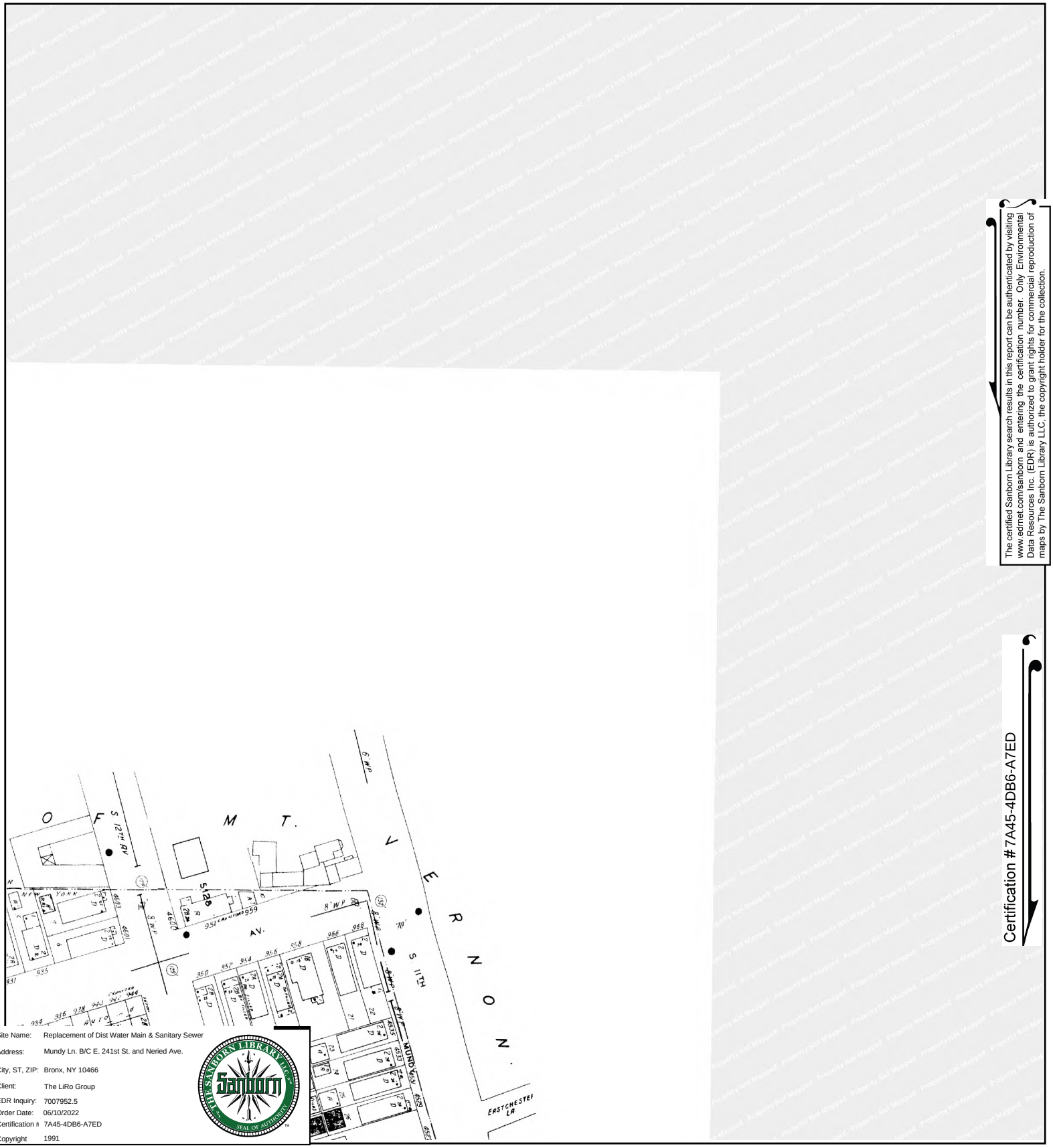
1991



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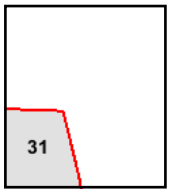

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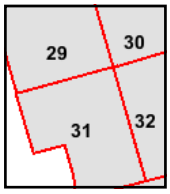

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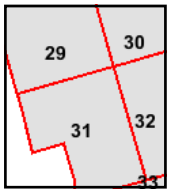

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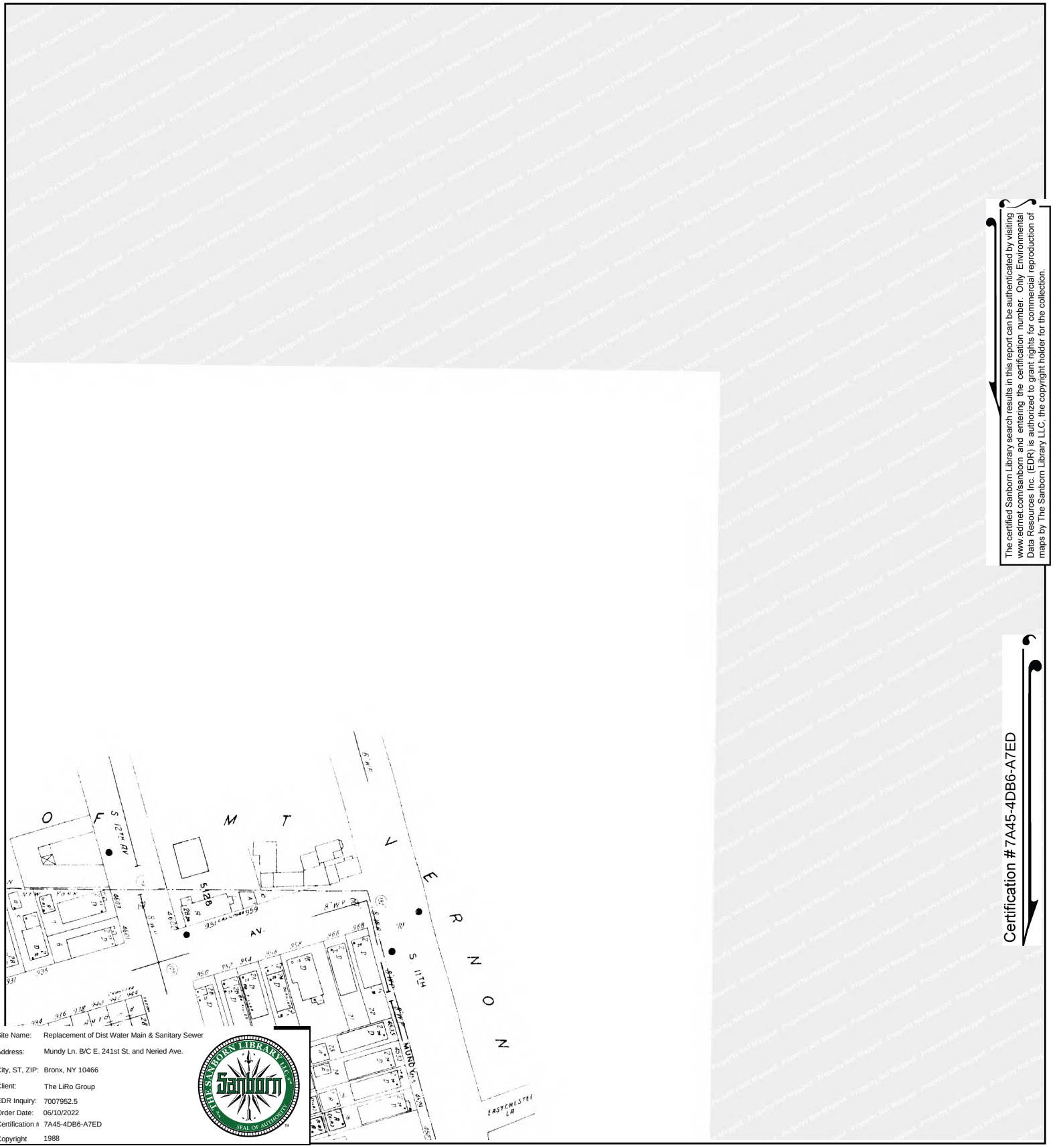
1988



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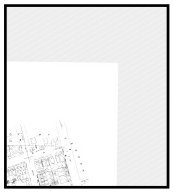

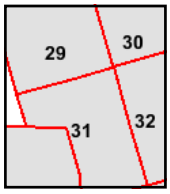

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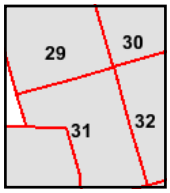

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HAZ-123

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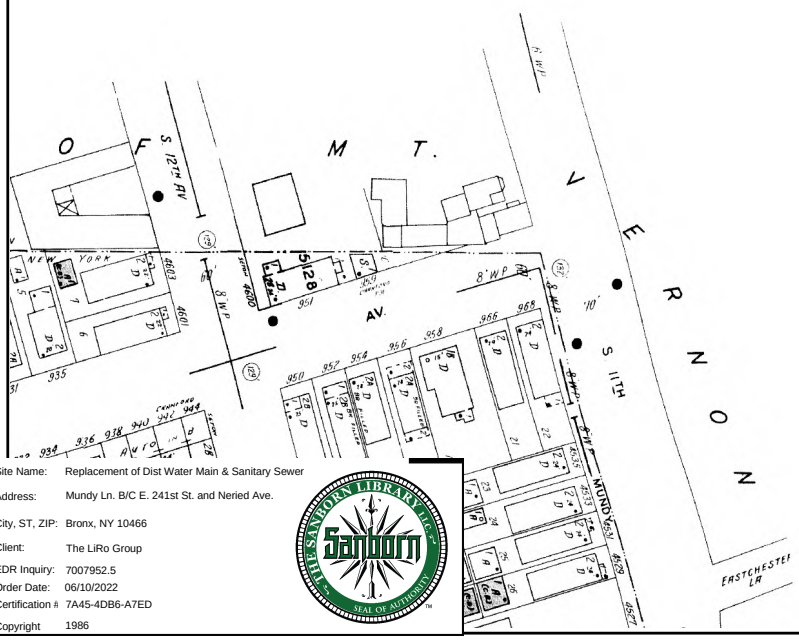
1986



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Address: Mundy Ln. B/C E. 241st St. and Neried Ave.
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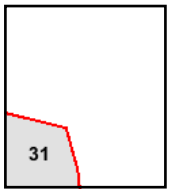

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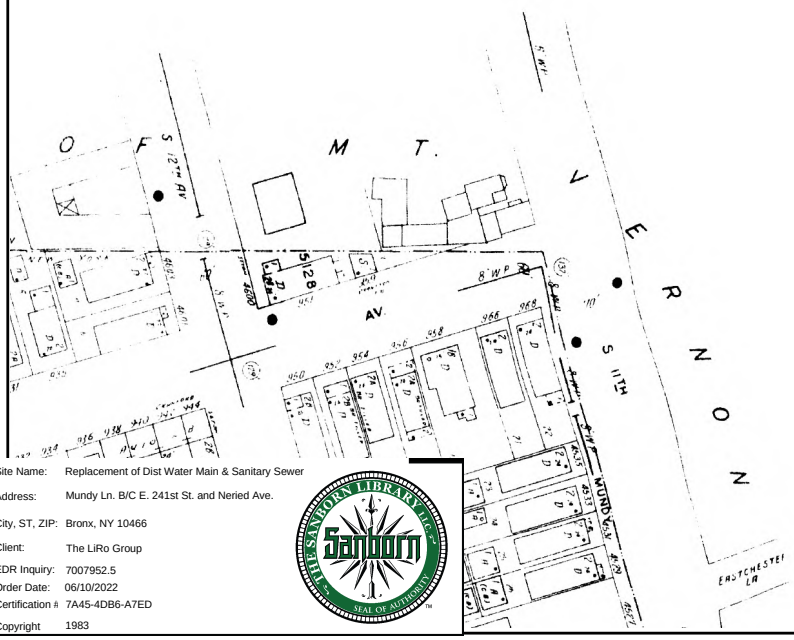
1983



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Address: Mundy Ln. B/C E. 241st St. and Neried Ave.
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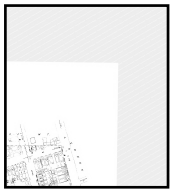

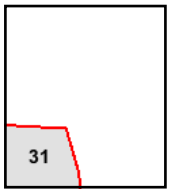

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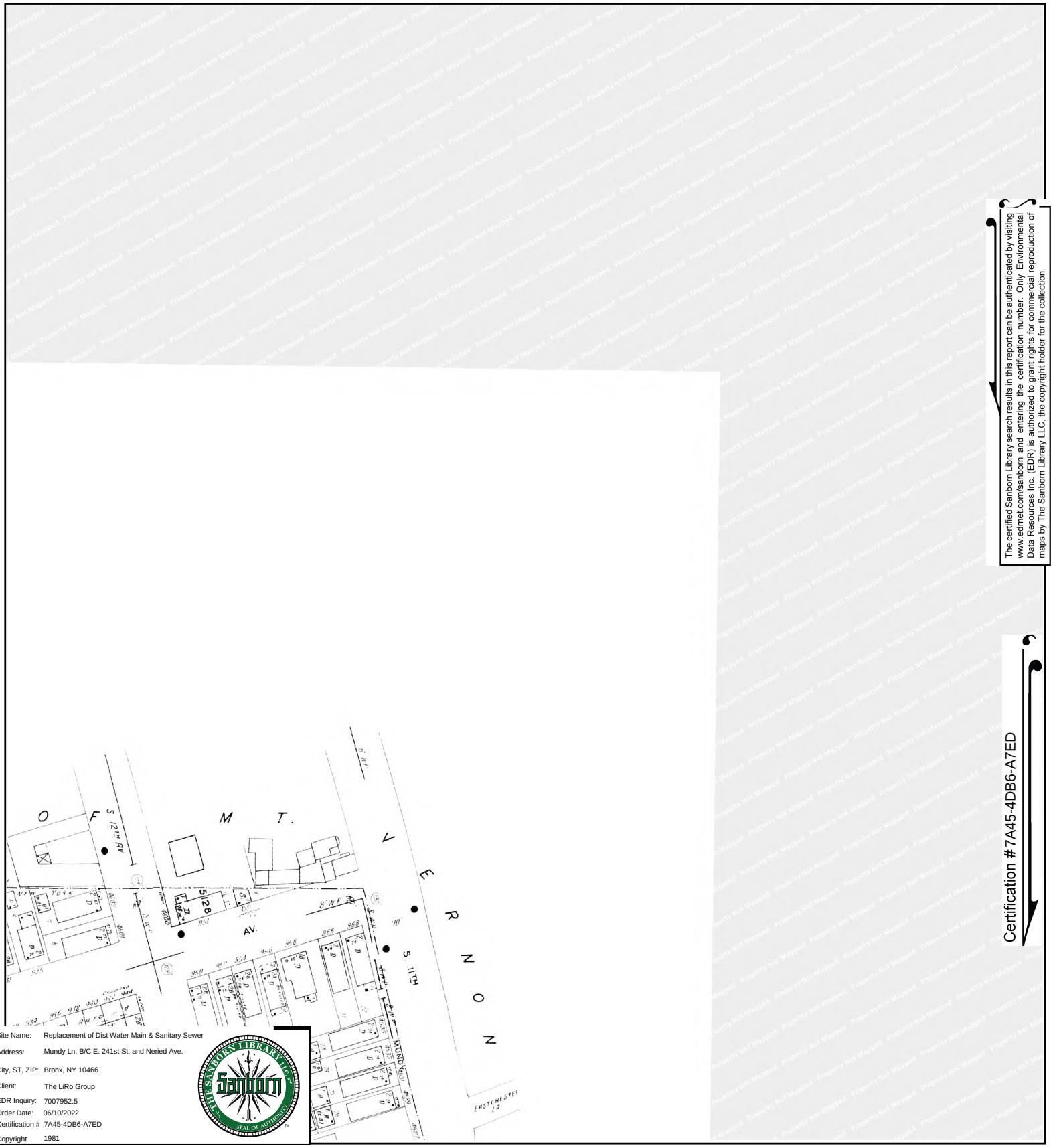
1981



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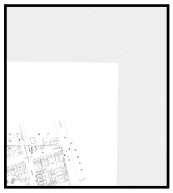

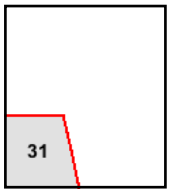

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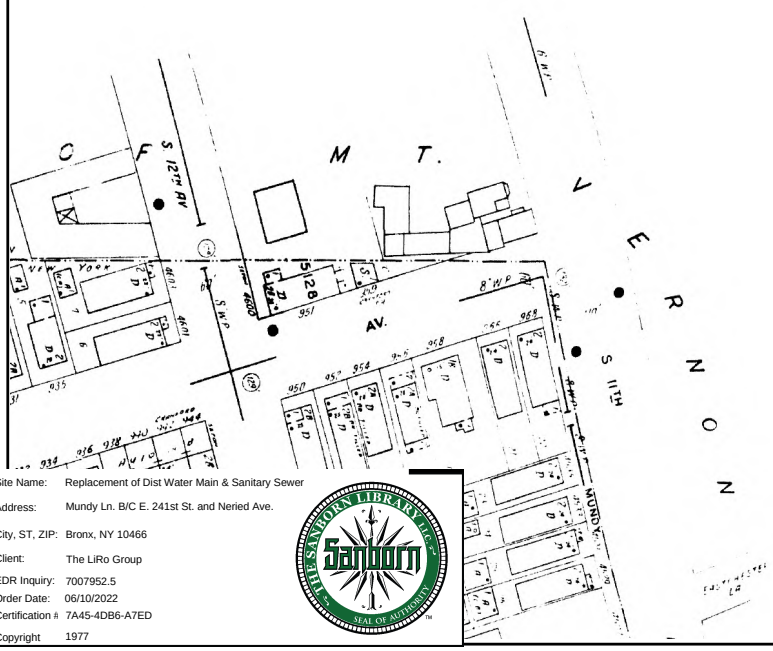
1977



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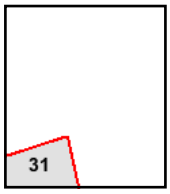

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Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1967

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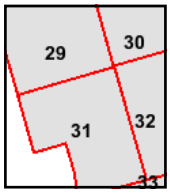

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HAZ-128

N

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1950

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Certification #	7A45-4DB6-A7ED
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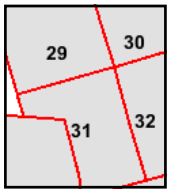

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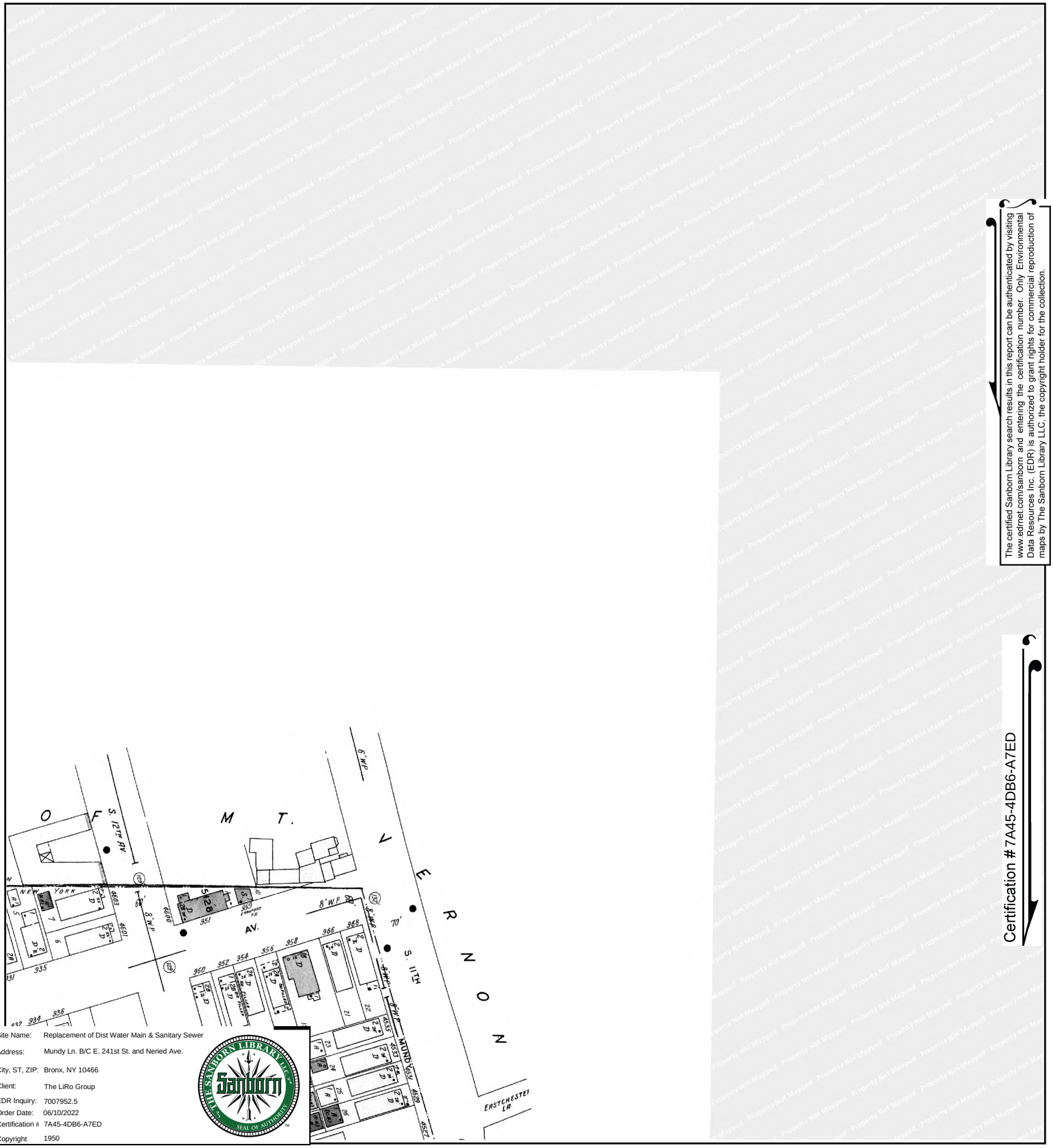
Volume 1, Sheet 31
Volume 1, Sheet 30
Volume 1, Sheet 29

N

HAZ-129

Certified Sanborn® Map

1950



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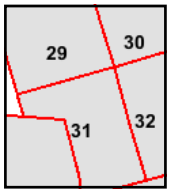

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Volume 1, Sheet 32
Volume 1, Sheet 31
Volume 1, Sheet 30
Volume 1, Sheet 29

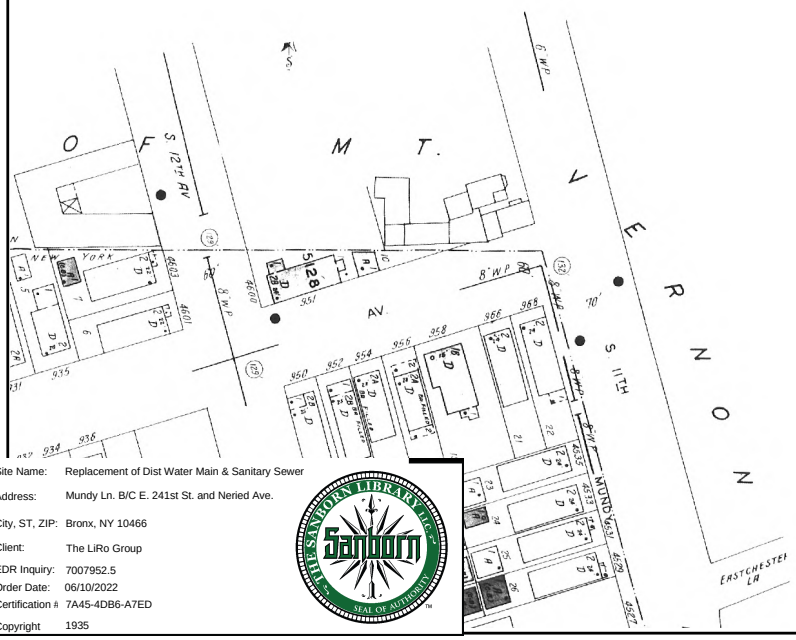
0 Feet 150 300 600

N

HAZ-130

Certified Sanborn® Map

1935



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1932

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Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
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Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1932

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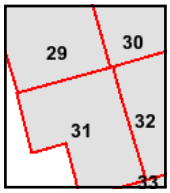

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Volume 1, Sheet 29

N

HAZ-132

Certified Sanborn® Map

1918

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City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1918

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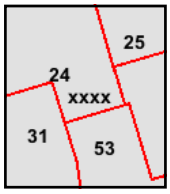

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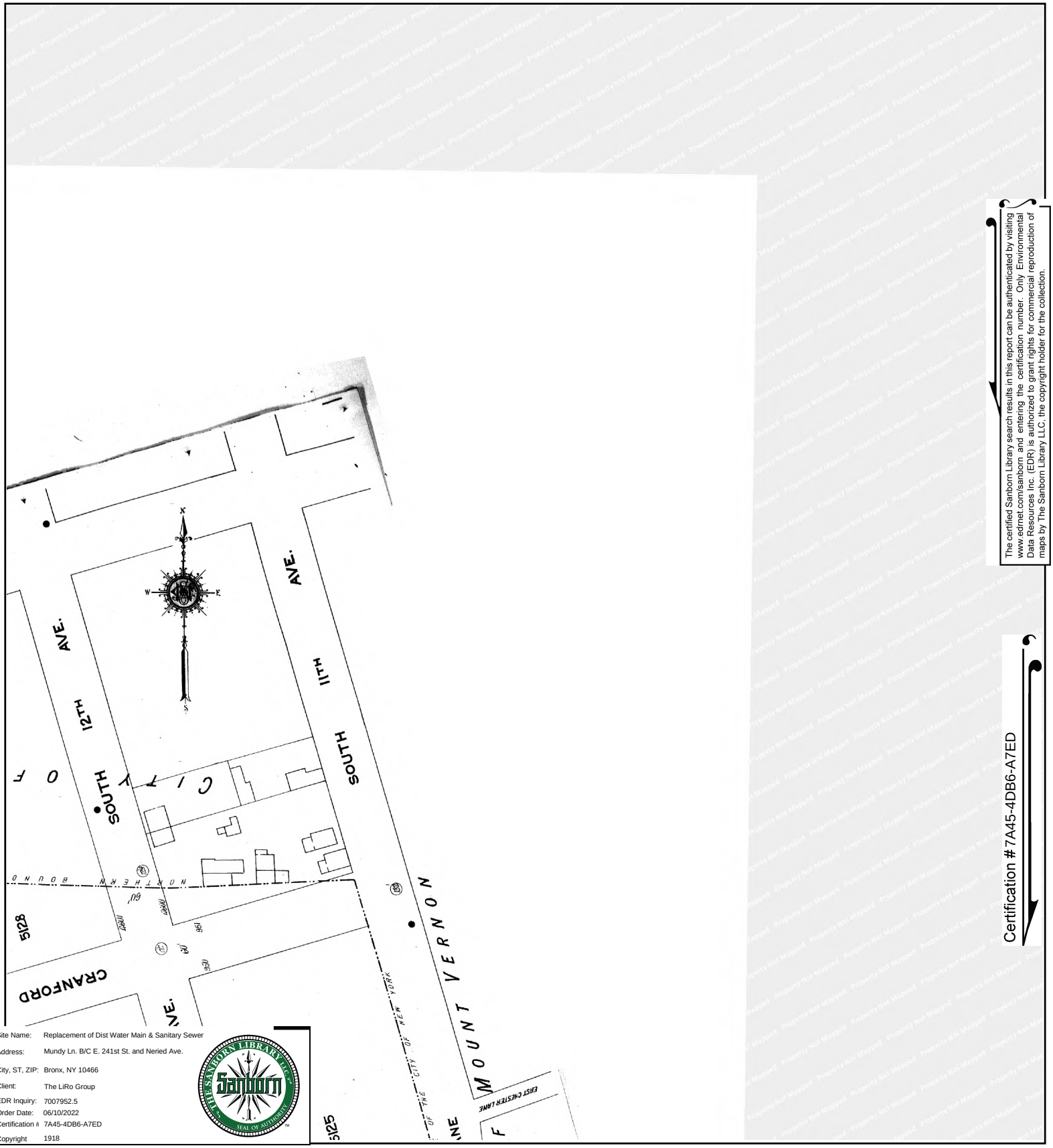
Volume 1, Sheet 53
Volume 1, Sheet 31
Volume 1, Sheet 25
Volume 1, Sheet 24
Volume 1, Sheet xxxx

HAZ-133

N



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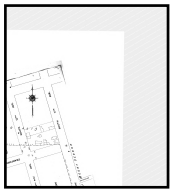

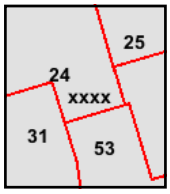

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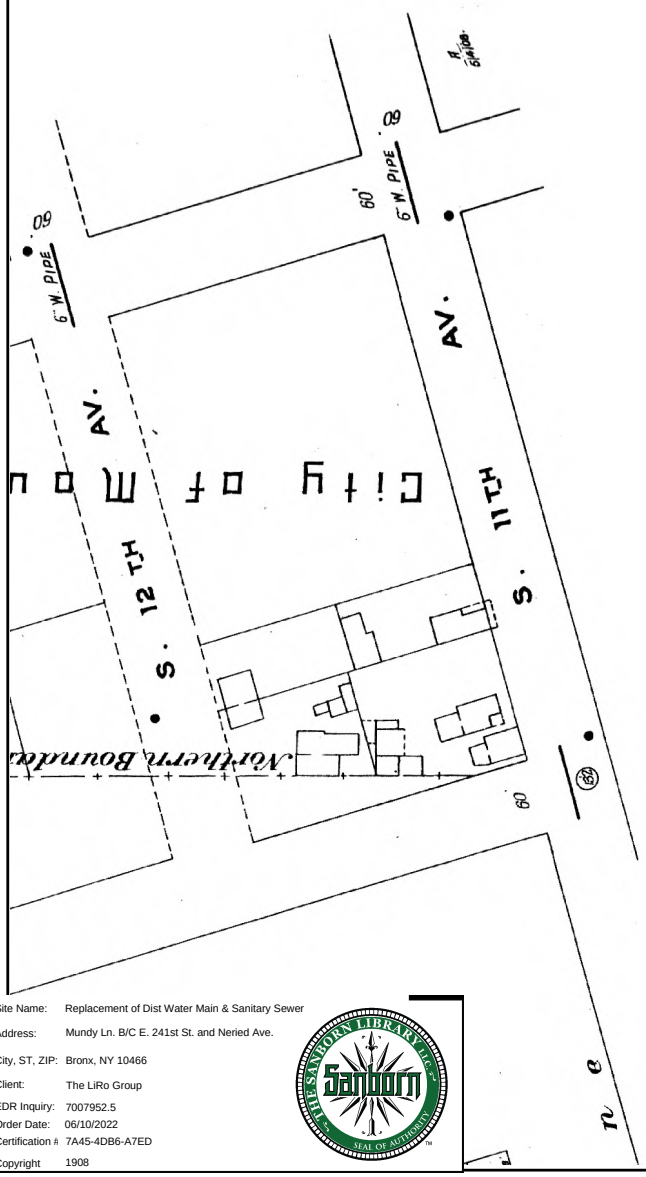
Volume 1, Sheet 53
Volume 1, Sheet 31
Volume 1, Sheet 25
Volume 1, Sheet 24
Volume 1, Sheet xxxx

HAZ-134

N

Certified Sanborn® Map

1908



Site Name: Replacement of Dist Water Main & Sanitary Sewer
Address: Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP: Bronx, NY 10466
Client: The LiRo Group
EDR Inquiry: 7007952.5
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Certification # 7A45-4DB6-A7ED
Copyright 1908

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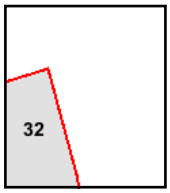

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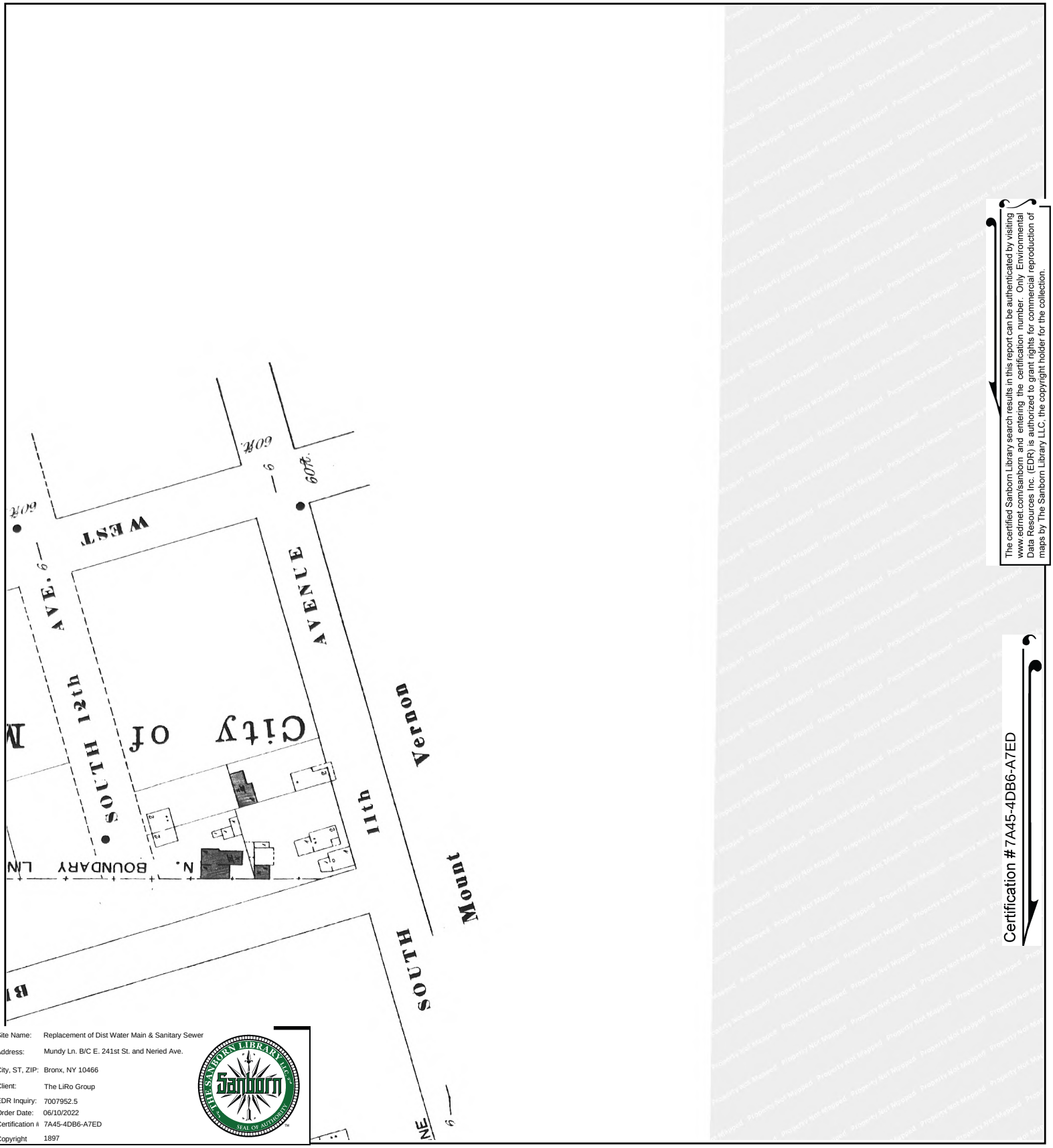
0 Feet 150 300 600

N

HAZ-135

Certified Sanborn® Map



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Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1897

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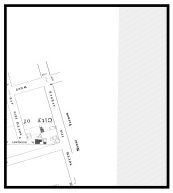

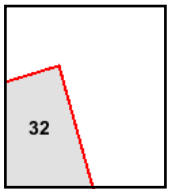

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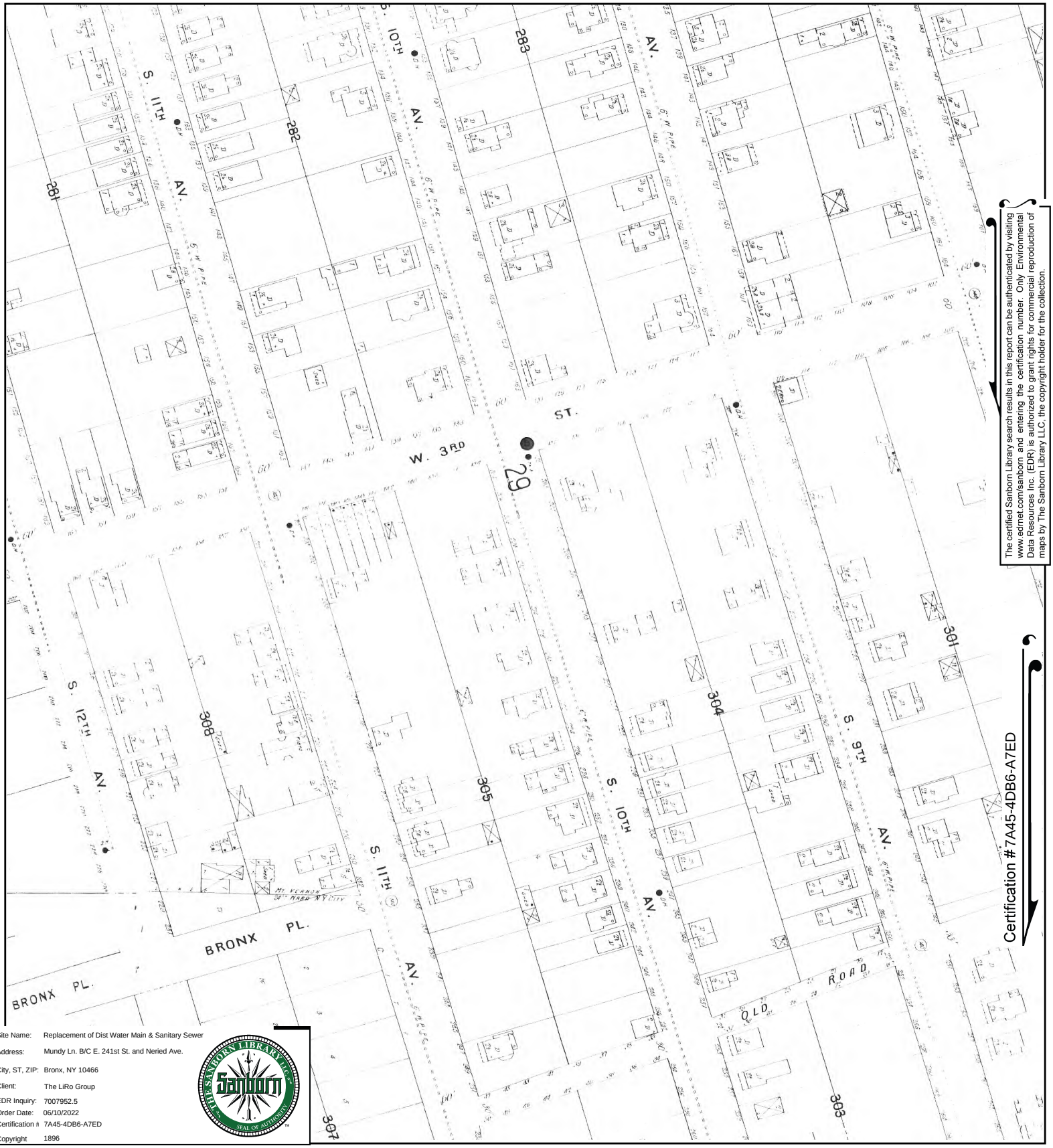
N

HAZ-136

Certified Sanborn® Map

1896



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Certification #7A45-4DB6-A7ED

Site Name:	Replacement of Dist Water Main & Sanitary Sewer
Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
Certification #	7A45-4DB6-A7ED
Copyright	1896

This Certified Sanborn Map combines the following sheets.
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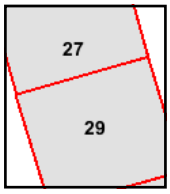

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Volume 1, Sheet 27

HAZ-137

N

Replacement of Dist Water Main & Sanitary Sewer

Mundy Ln. B/C E. 241st St. and Neried Ave.

Bronx, NY 10466

Inquiry Number: 7007952.5

June 10, 2022

Certified Sanborn® Map Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

06/10/22

Site Name:	Client Name:
Replacement of Dist Water Mai	The LiRo Group
Mundy Ln. B/C E. 241st St. anc	690 Delaware Avenue
Bronx, NY 10466	Buffalo, NY 14209
EDR Inquiry # 7007952.5	Contact: Amy Hewson

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The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # 7A45-4DB6-A7ED

PO # 19-294-0265 - 145

Project OEHS

Maps Provided:

2007	1996	1988	1935
2006	1995	1986	1932
2005	1994	1983	1918
2004	1993	1981	1908
2003	1992	1977	1897
2002	1991	1967	1896
2001	1990	1950	
1998	1989	1942	

Sanborn® Library search results

Certification #: 7A45-4DB6-A7ED

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ✔ Library of Congress
- ✔ University Publications of America
- ✔ EDR Private Collection

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Sanborn Sheet Key

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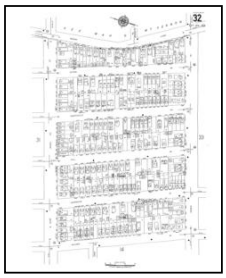
2007 Source Sheets



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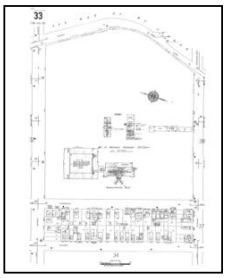
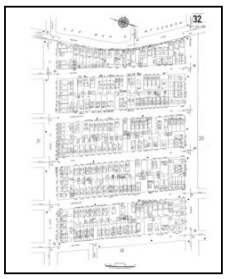
2007

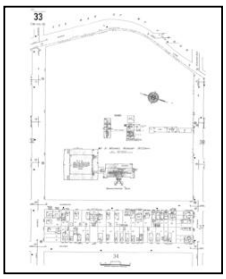


Volume 22, Sheet 33
2007

2006 Source Sheets



Volume 22, Sheet 32
2006



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2006

Volume 1, Sheet 33
2006

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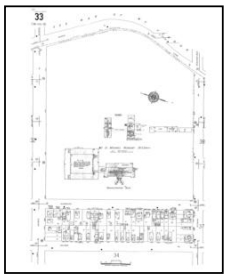
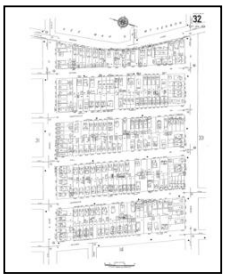
2006

2005 Source Sheets

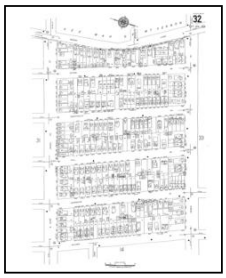


Volume 22, Sheet 33
2005

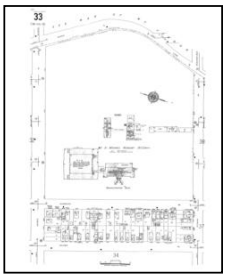


Volume 22, Sheet 32
2005

2004 Source Sheets



Volume 22, Sheet 32
2004



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2004

Sanborn Sheet Key

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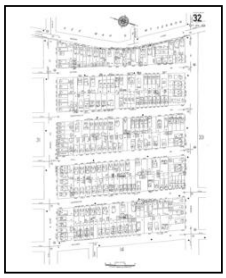
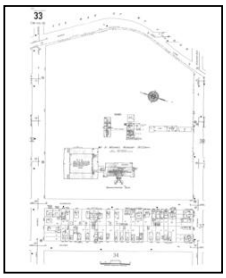
2003 Source Sheets



Volume 22, Sheet 32
2003



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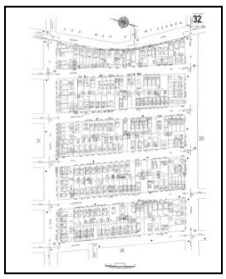
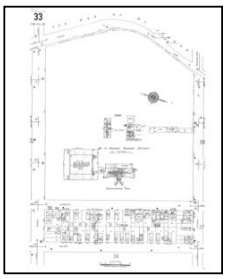
2003

2002 Source Sheets

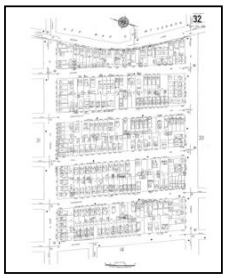


Volume 22, Sheet 32
2002

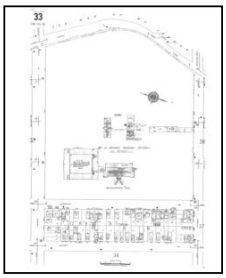


Volume 22, Sheet 33
2002

2001 Source Sheets



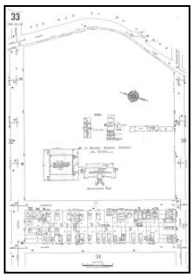
Volume 22, Sheet 32
2001



Volume 22, Sheet 33
2001

1998 Source Sheets

Volume 22, Sheet 32
1998



Volume 22, Sheet 33
1998

Sanborn Sheet Key

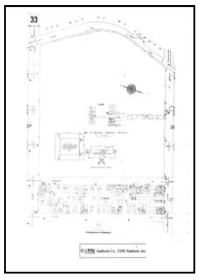
This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1996 Source Sheets

Volume 1, Sheet 33
1996

Volume 1, Sheet 37
1996

Volume 22, Sheet 32
1996


Volume 22, Sheet 33
1996

1995 Source Sheets

Volume 1, Sheet 33
1995

Volume 1, Sheet 37
1995

Volume 22, Sheet 32
1995

Volume 22, Sheet 33
1995

1994 Source Sheets

Volume 1, Sheet 33
1994

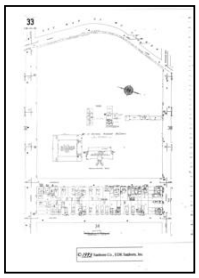
Volume 1, Sheet 37
1994

1993 Source Sheets

Volume 1, Sheet 33
1993

Volume 1, Sheet 37
1993

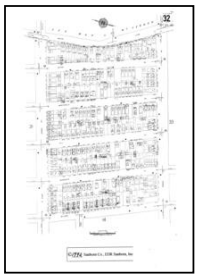
Volume 22, Sheet 32
1993


Volume 22, Sheet 33
1993

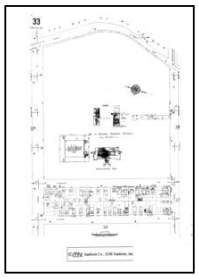
Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1992 Source Sheets



Volume 22, Sheet 32
1992

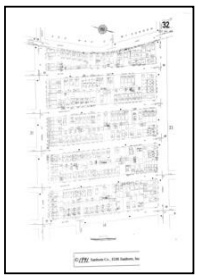


Volume 22, Sheet 33
1992

Volume 1, Sheet 33
1992

Volume 1, Sheet 37
1992

1991 Source Sheets



Volume 22, Sheet 32
1991

Volume 22, Sheet 33
1991

1990 Source Sheets

Volume 1, Sheet 33
1990

Volume 1, Sheet 37
1990

1989 Source Sheets

Volume 1, Sheet 33
1989

Volume 1, Sheet 37
1989

Sanborn Sheet Key

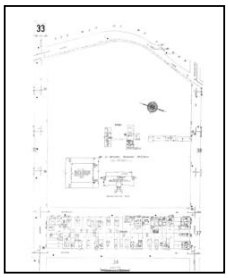
This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1988 Source Sheets

Volume 1, Sheet 37
1988

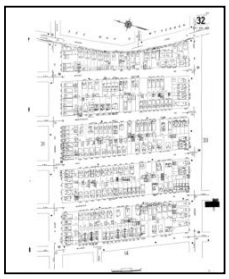
Volume 1, Sheet 33
1988

Volume 22, Sheet 32
1988

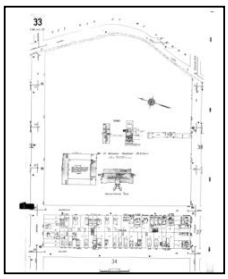


Volume 22, Sheet 33
1988

1986 Source Sheets

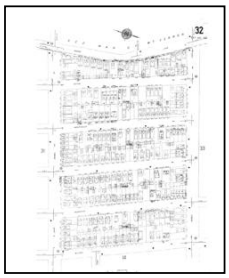


Volume 22, Sheet 32
1986

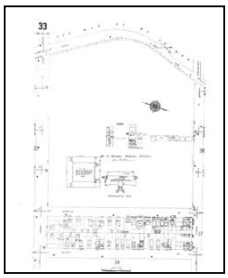


Volume 22, Sheet 33
1986

1983 Source Sheets



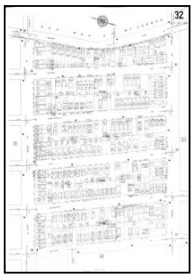
Volume 22, Sheet 32
1983



Volume 22, Sheet 33
1983

1981 Source Sheets

Volume 22, Sheet 33
1981



Volume 22, Sheet 32
1981

Sanborn Sheet Key

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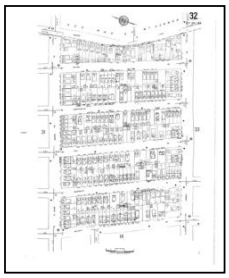
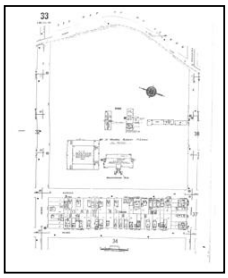
1977 Source Sheets



Volume 22, Sheet 32
1977



Volume 22, Sheet 33
1977

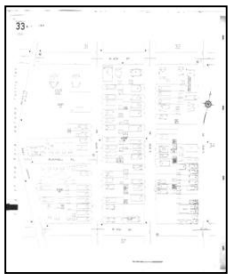
1967 Source Sheets

Volume 1, Sheet 33
1967

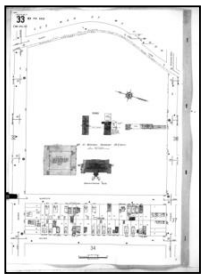
Volume 1, Sheet 37
1967

1950 Source Sheets

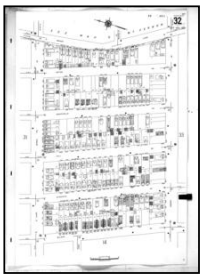
Volume 1, Sheet 37
1950



Volume 1, Sheet 33
1950



Volume 22, Sheet 33
1950



Volume 22, Sheet 32
1950

1942 Source Sheets

Volume 2, Sheet xxxx
1942

Sanborn Sheet Key

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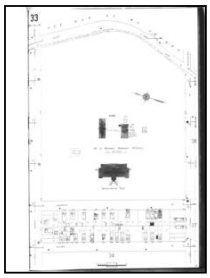
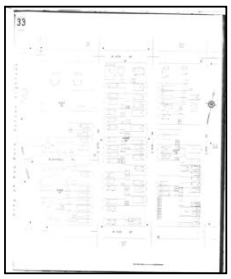
1935 Source Sheets



Volume 22, Sheet 33
1935

Volume 22, Sheet 32
1935

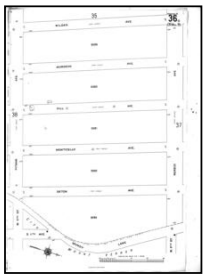
1932 Source Sheets



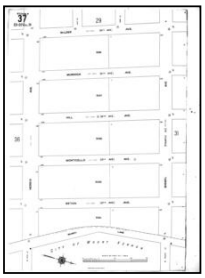
Volume 1, Sheet 33
1932

Volume 1, Sheet 37
1932

1918 Source Sheets



Volume 18, Sheet 36
1918



Volume 18, Sheet 37
1918

Volume 1, Sheet 53
1918

1908 Source Sheets

Volume B, Sheet 31
1908

Sanborn Sheet Key

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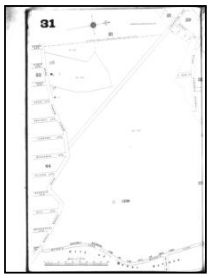
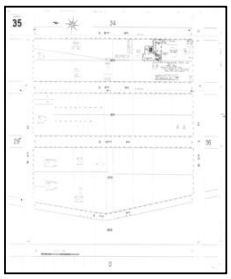
1897 Source Sheets

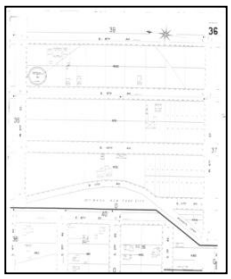


Volume B, Sheet 31
1897

1896 Source Sheets



Volume 1, Sheet 35
1896



Volume 1, Sheet 36
1896

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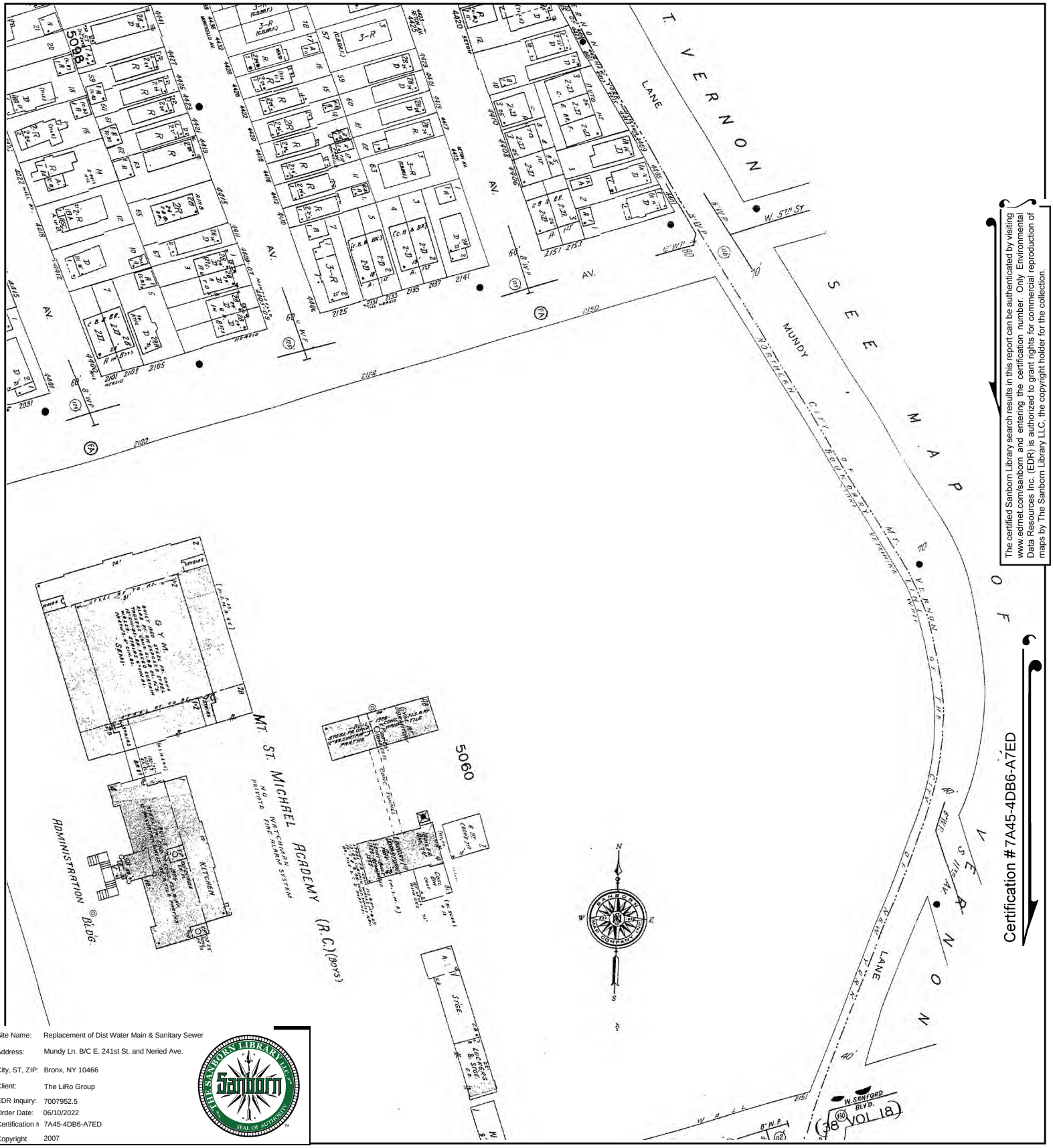
2007



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Address:	Mundy Ln. B/C E. 241st St. and Neried Ave.
City, ST, ZIP:	Bronx, NY 10466
Client:	The LiRo Group
EDR Inquiry:	7007952.5
Order Date:	06/10/2022
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Copyright	2007

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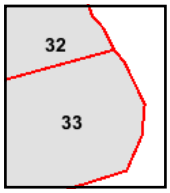

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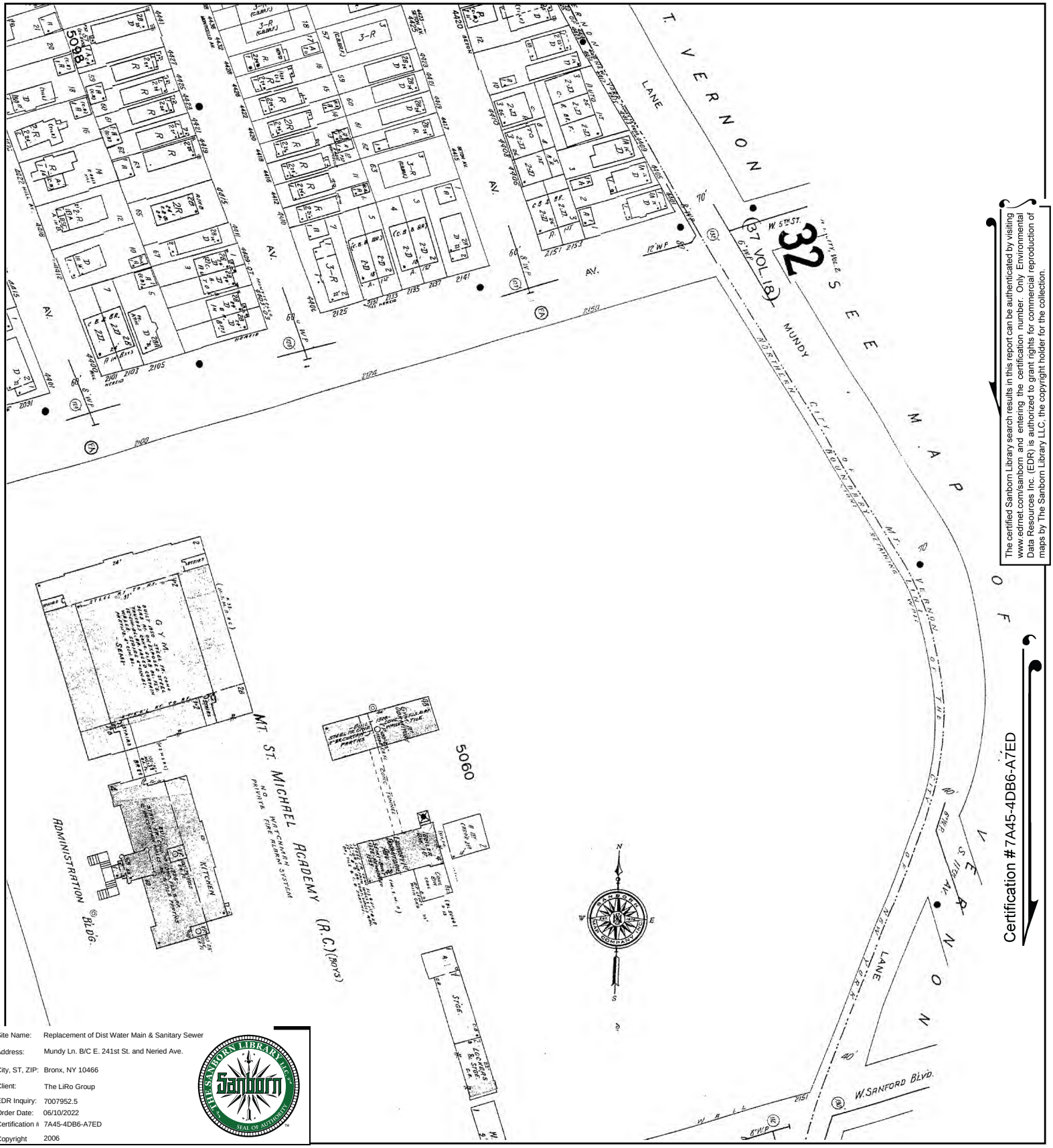
HAZ-148

Certified Sanborn® Map

2006



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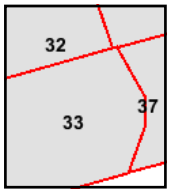

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Volume 22, Sheet 33
Volume 22, Sheet 32

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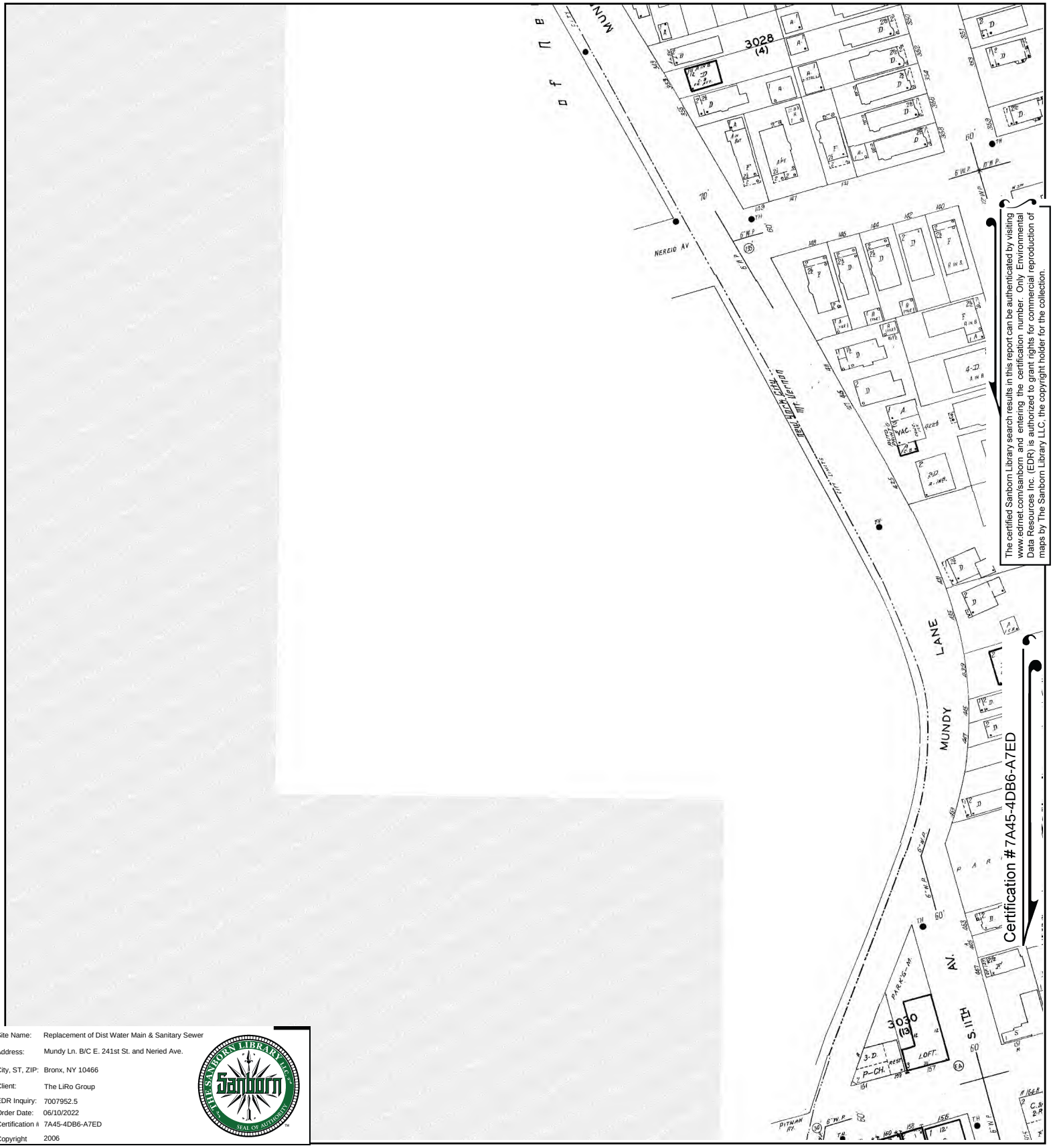
Certified Sanborn® Map

2006



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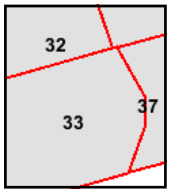

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Volume 1, Sheet 33
Volume 22, Sheet 33
Volume 22, Sheet 32

N

HAZ-150

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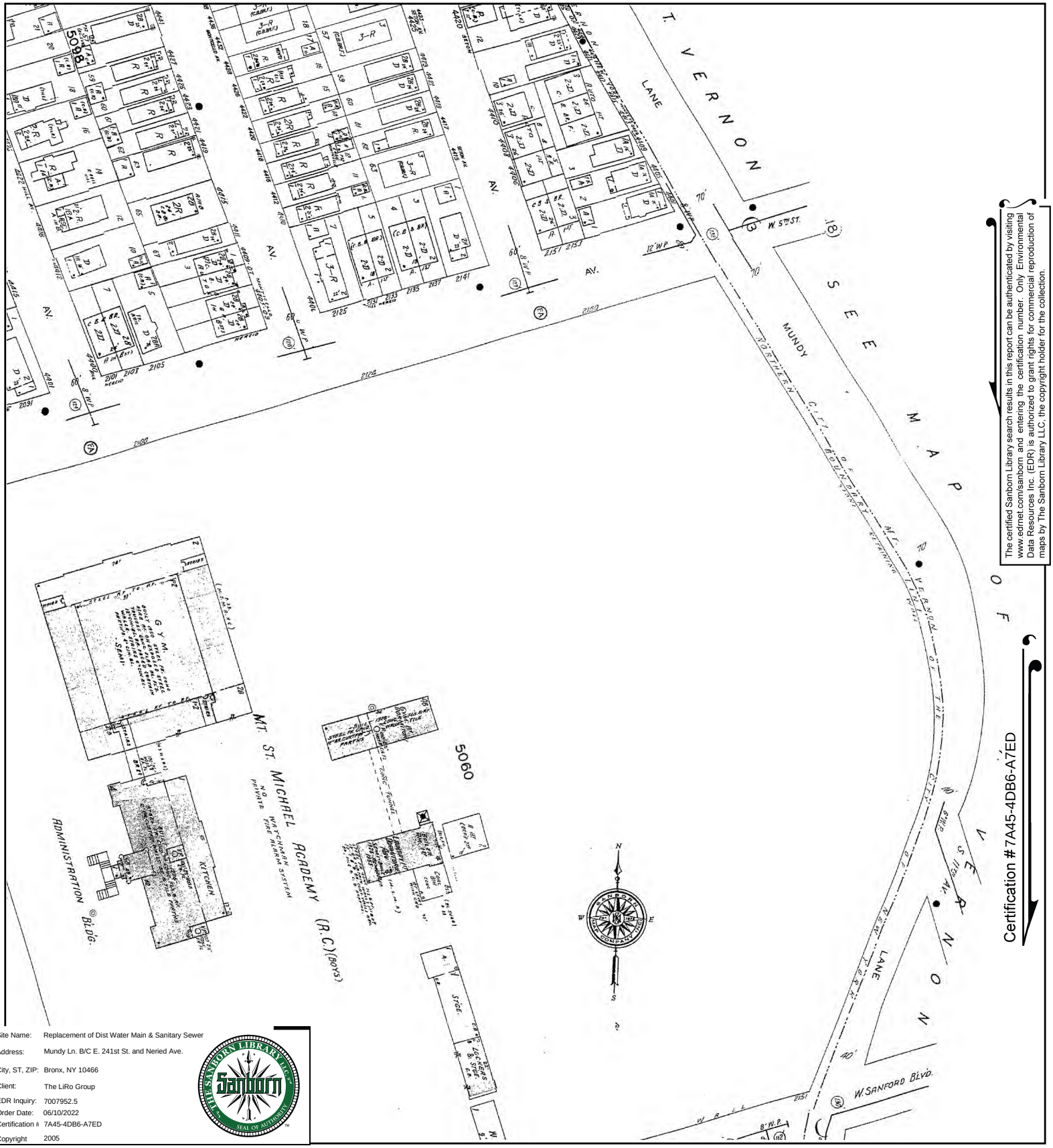
2005



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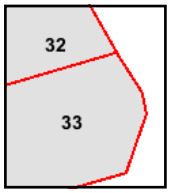

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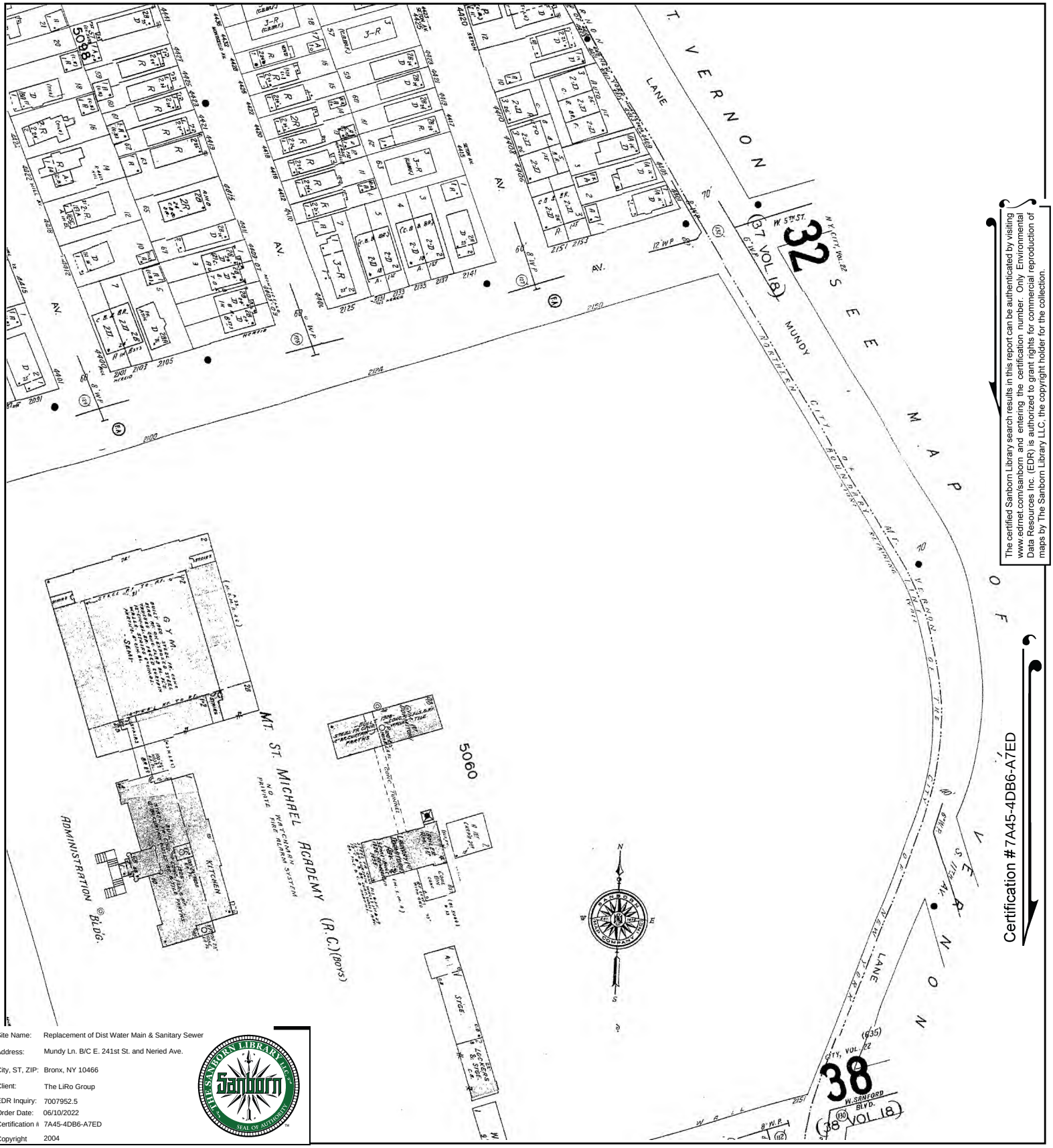
2004



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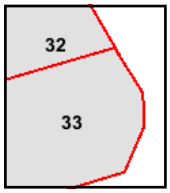

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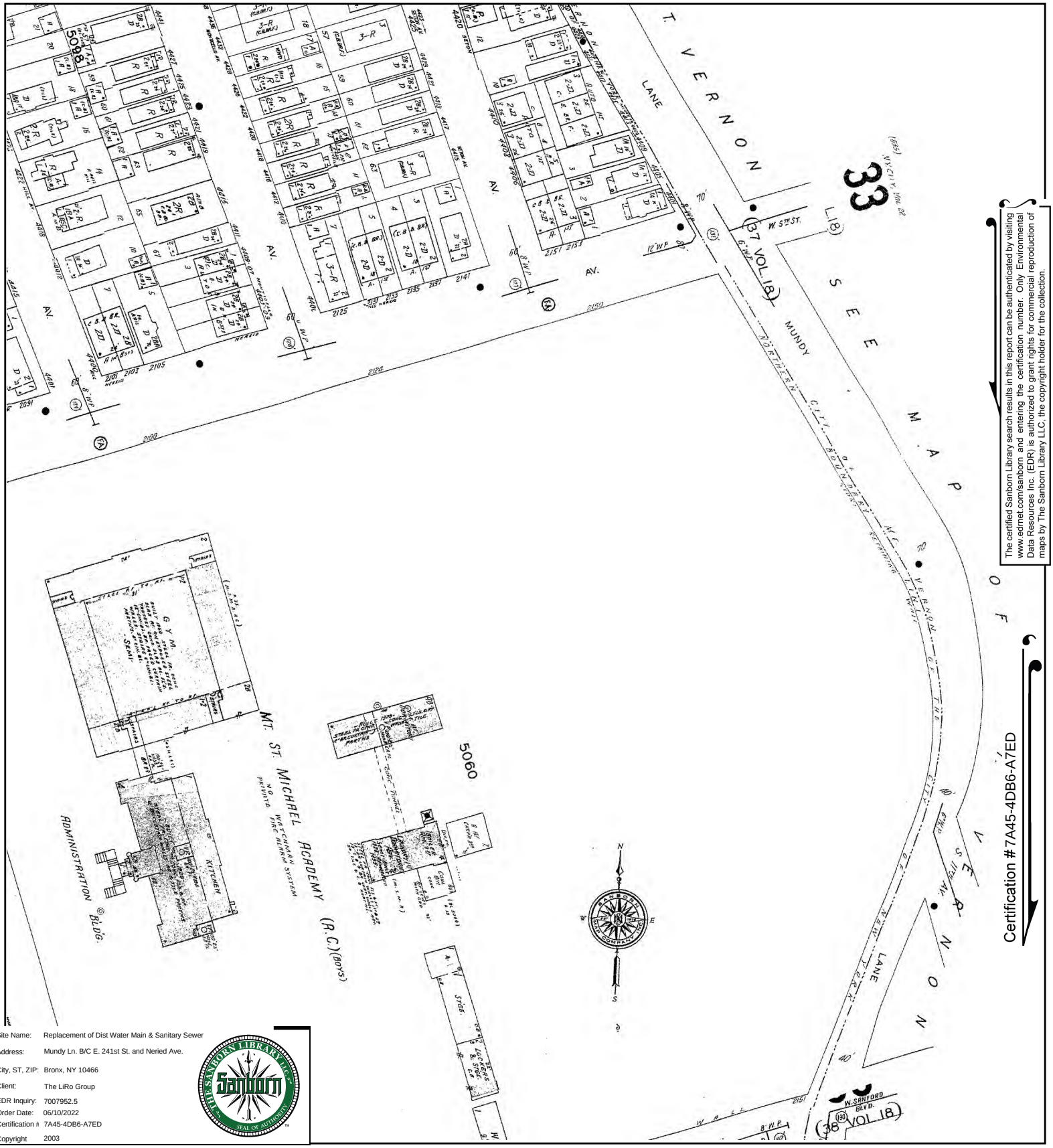
2003



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City, ST, ZIP:	Bronx, NY 10466
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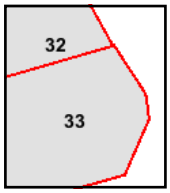

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Volume 22, Sheet 32

HAZ-153

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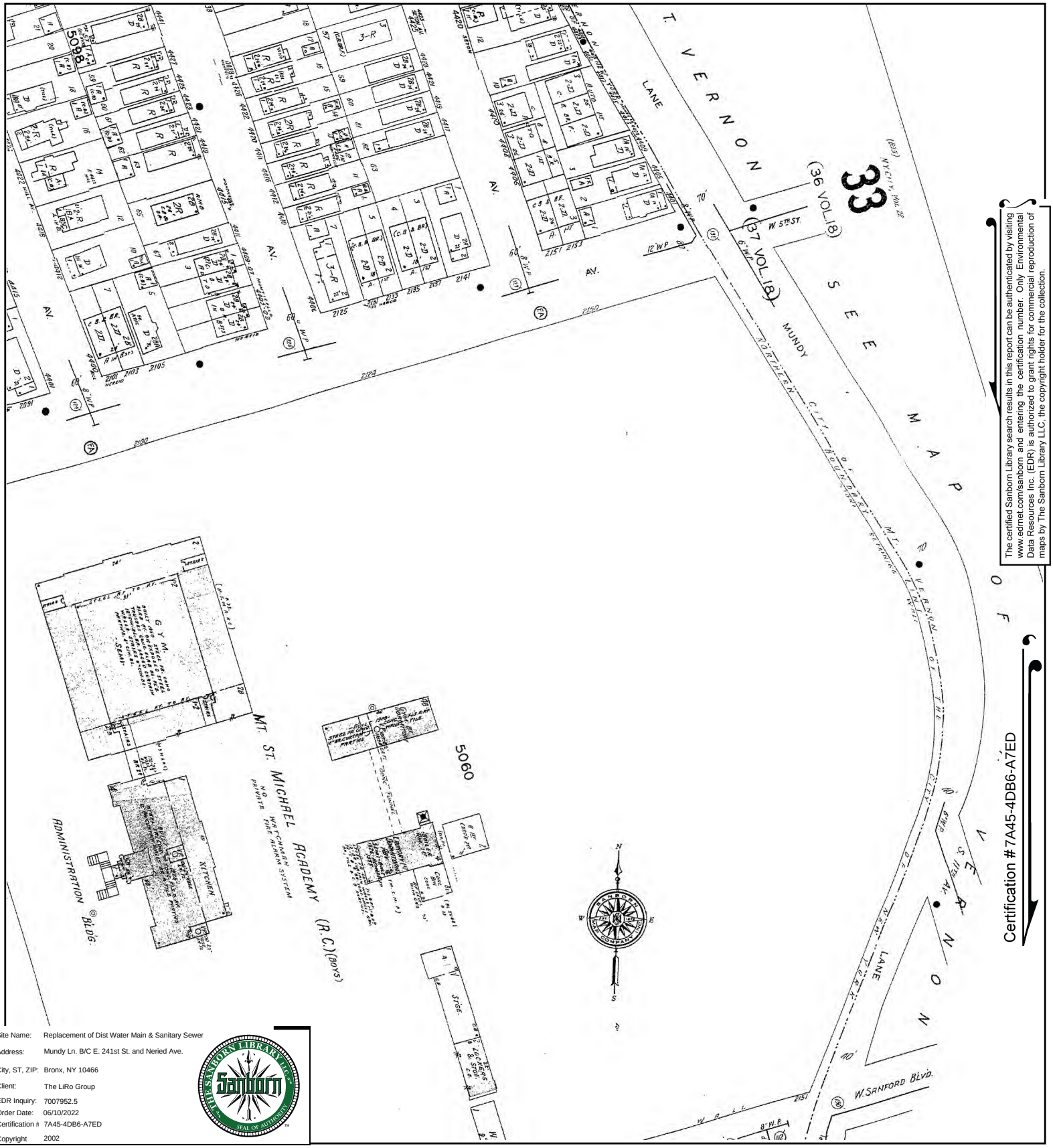
2002



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Copyright	2002

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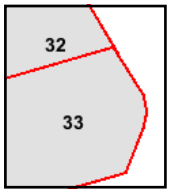

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Volume 22, Sheet 32

HAZ-154

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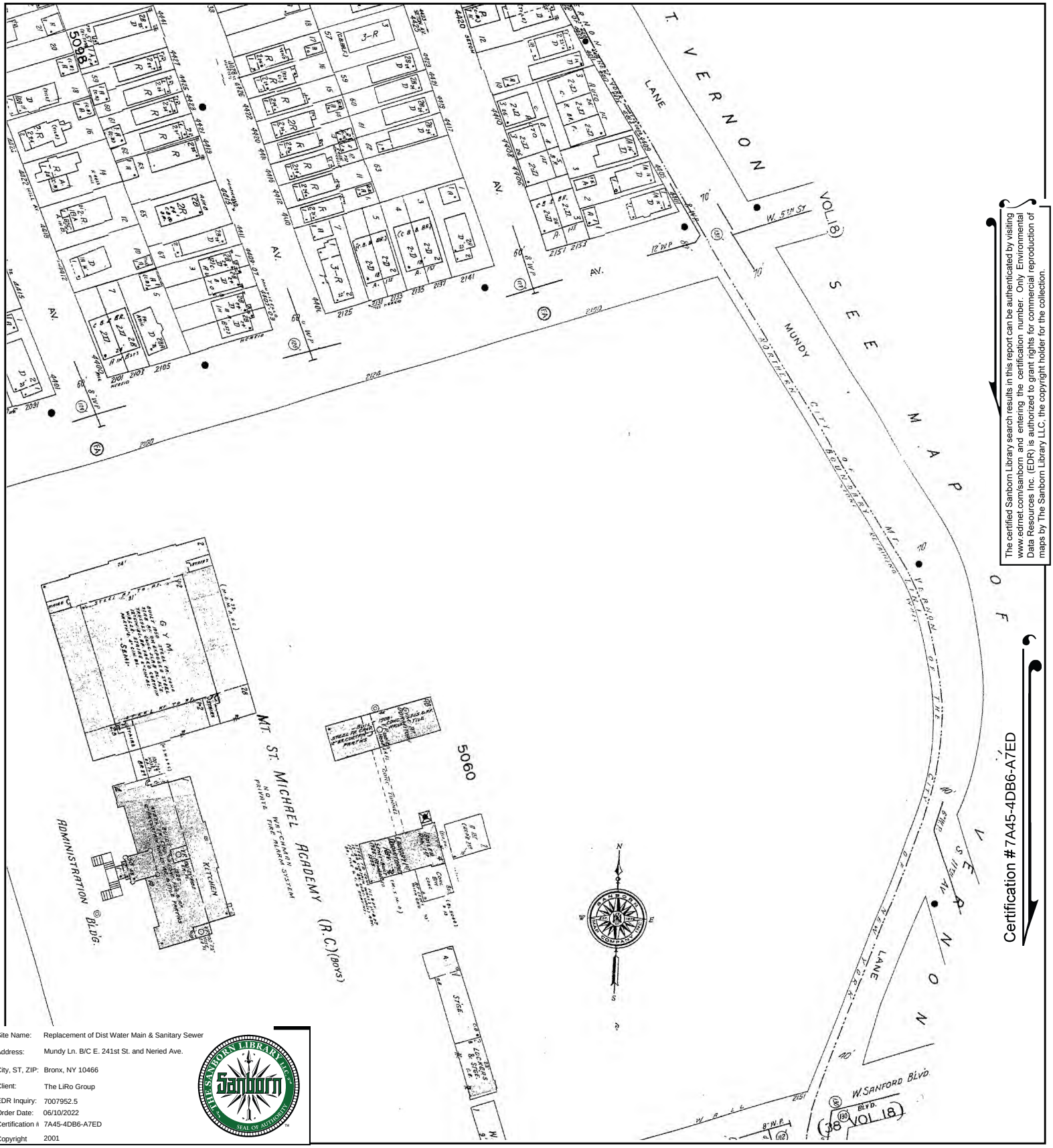
2001



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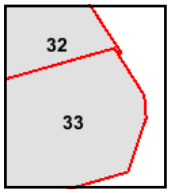

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N

HAZ-155

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1998

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Order Date:	06/10/2022
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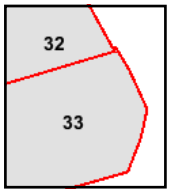

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HAZ-156

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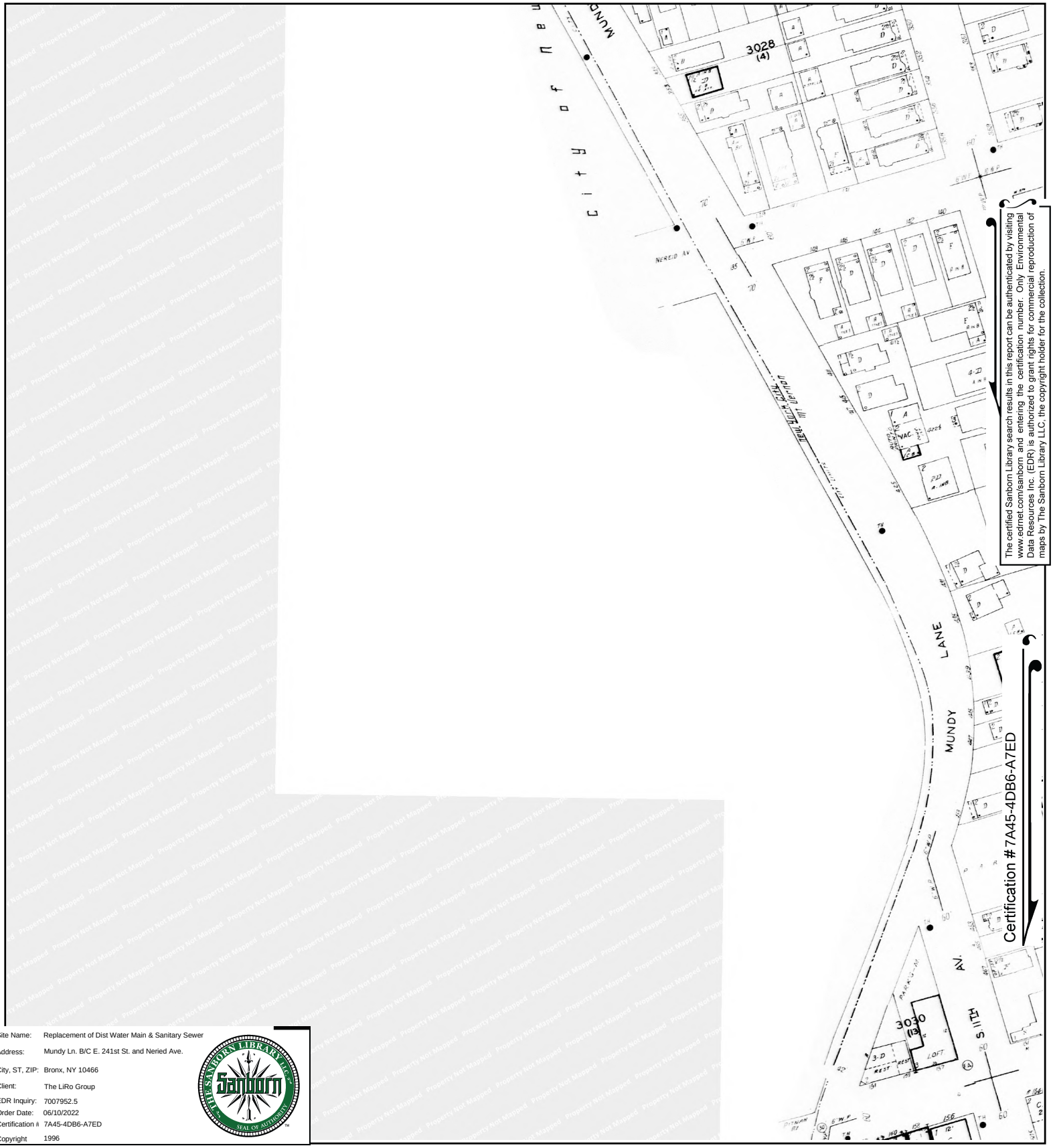
1996



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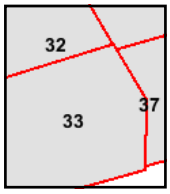

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HAZ-157

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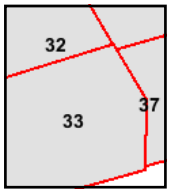

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HAZ-158

N

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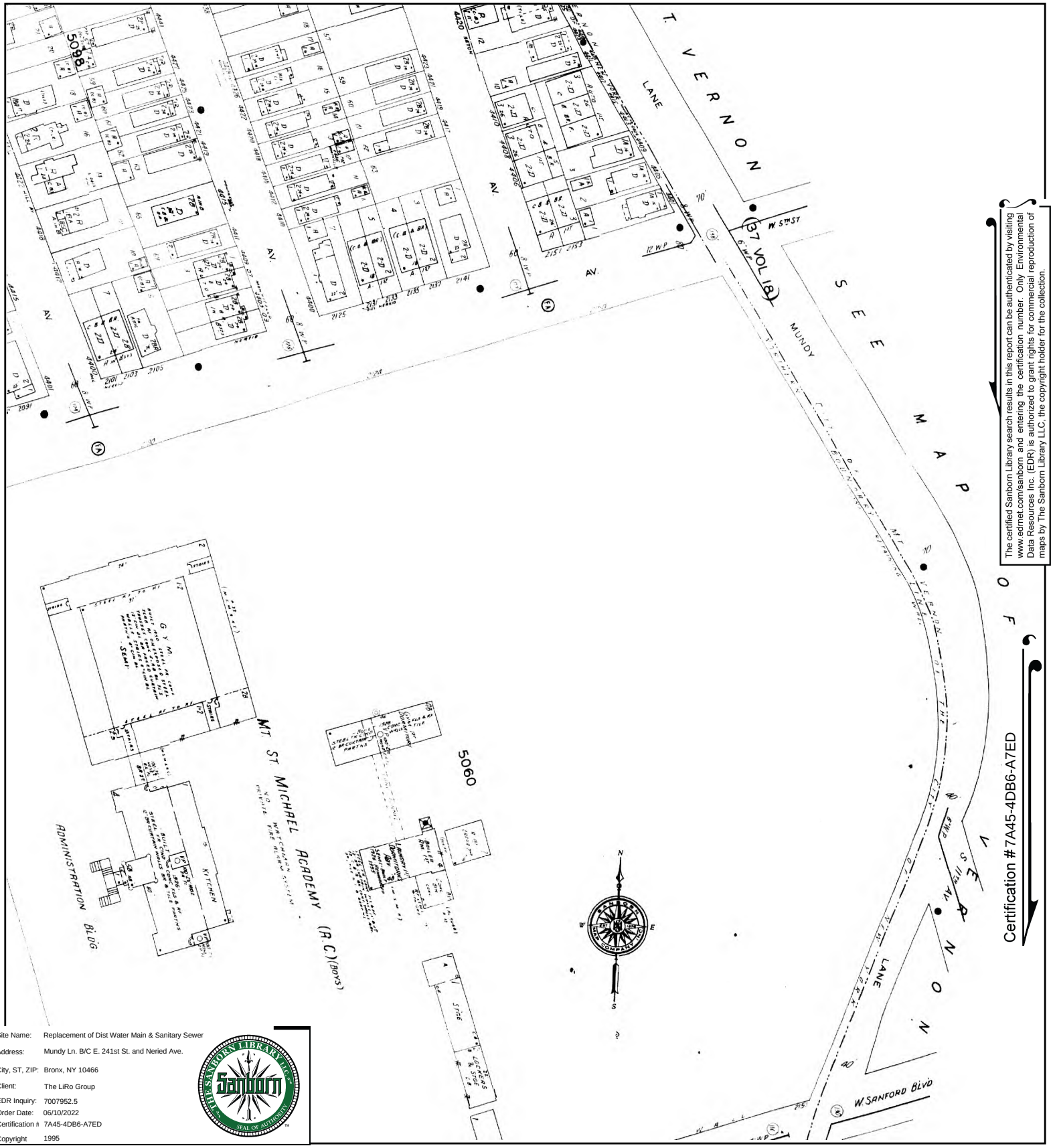
1995



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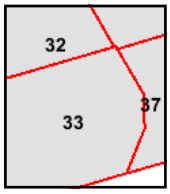

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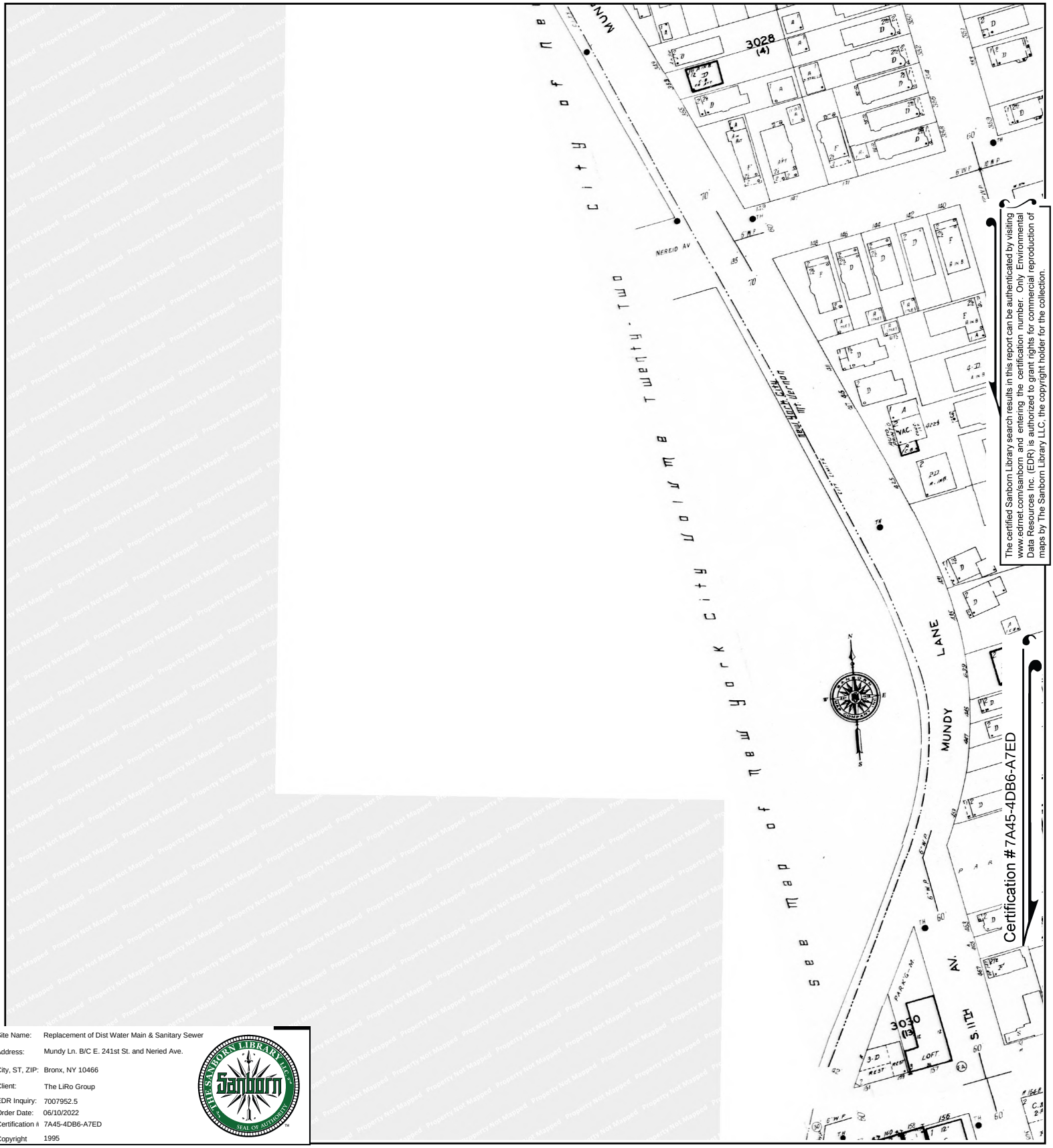

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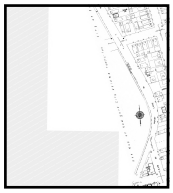

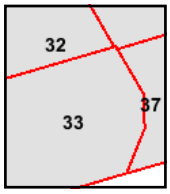

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N

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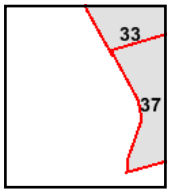

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0 Feet 150 300 600

N

HAZ-161

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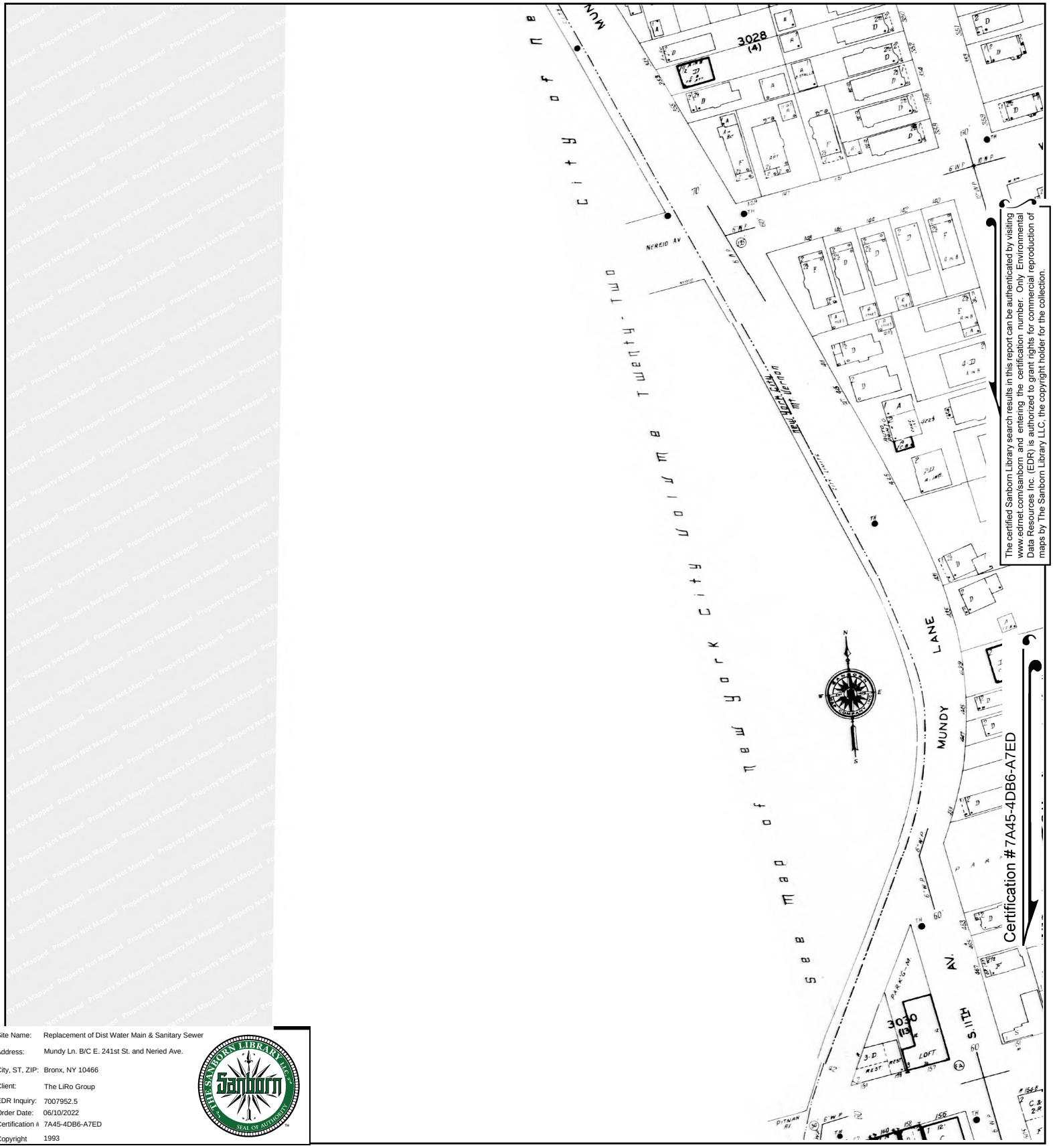
1993



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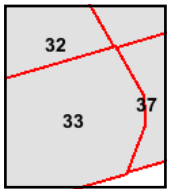

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Volume 1, Sheet 33

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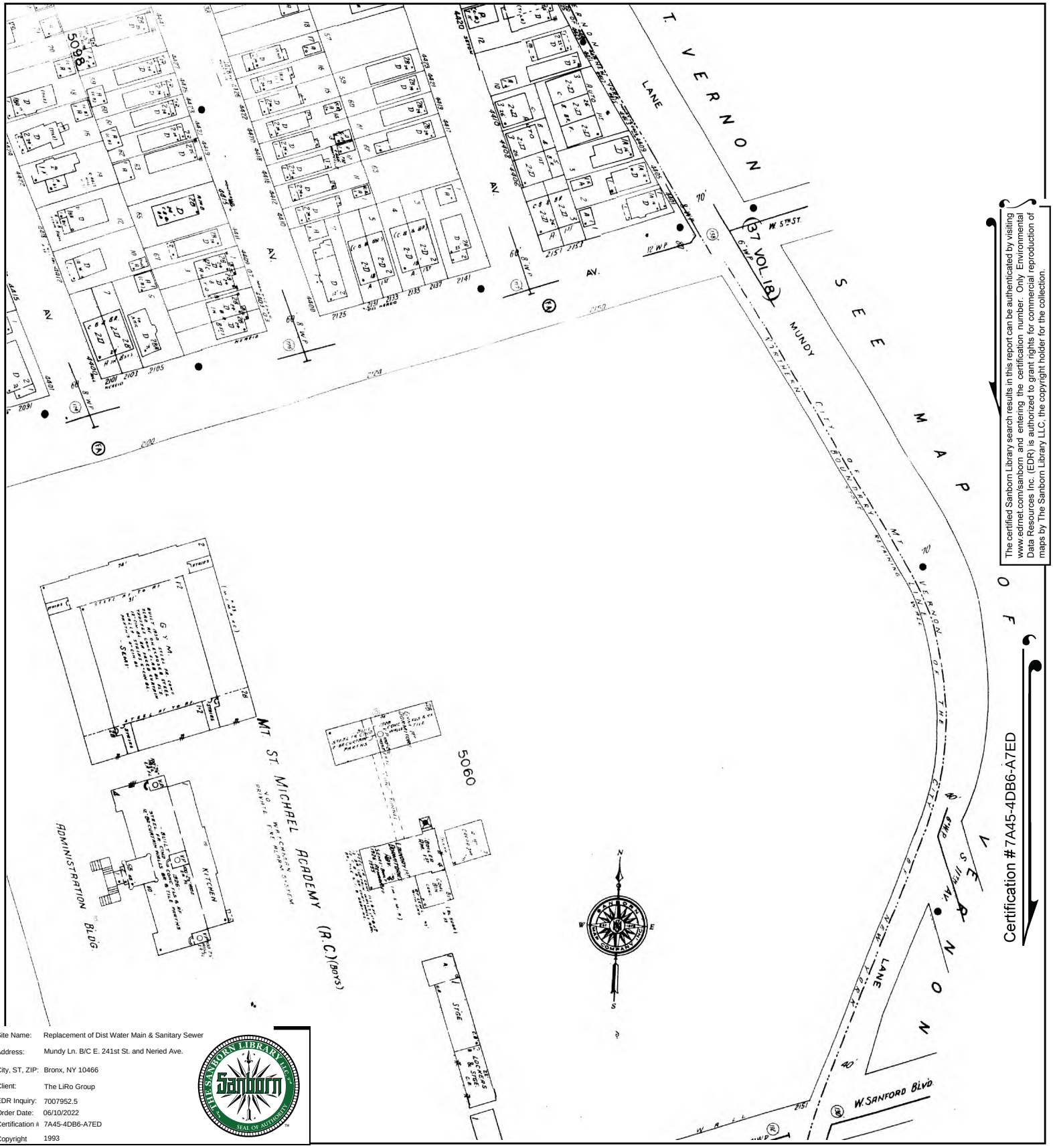

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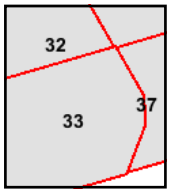

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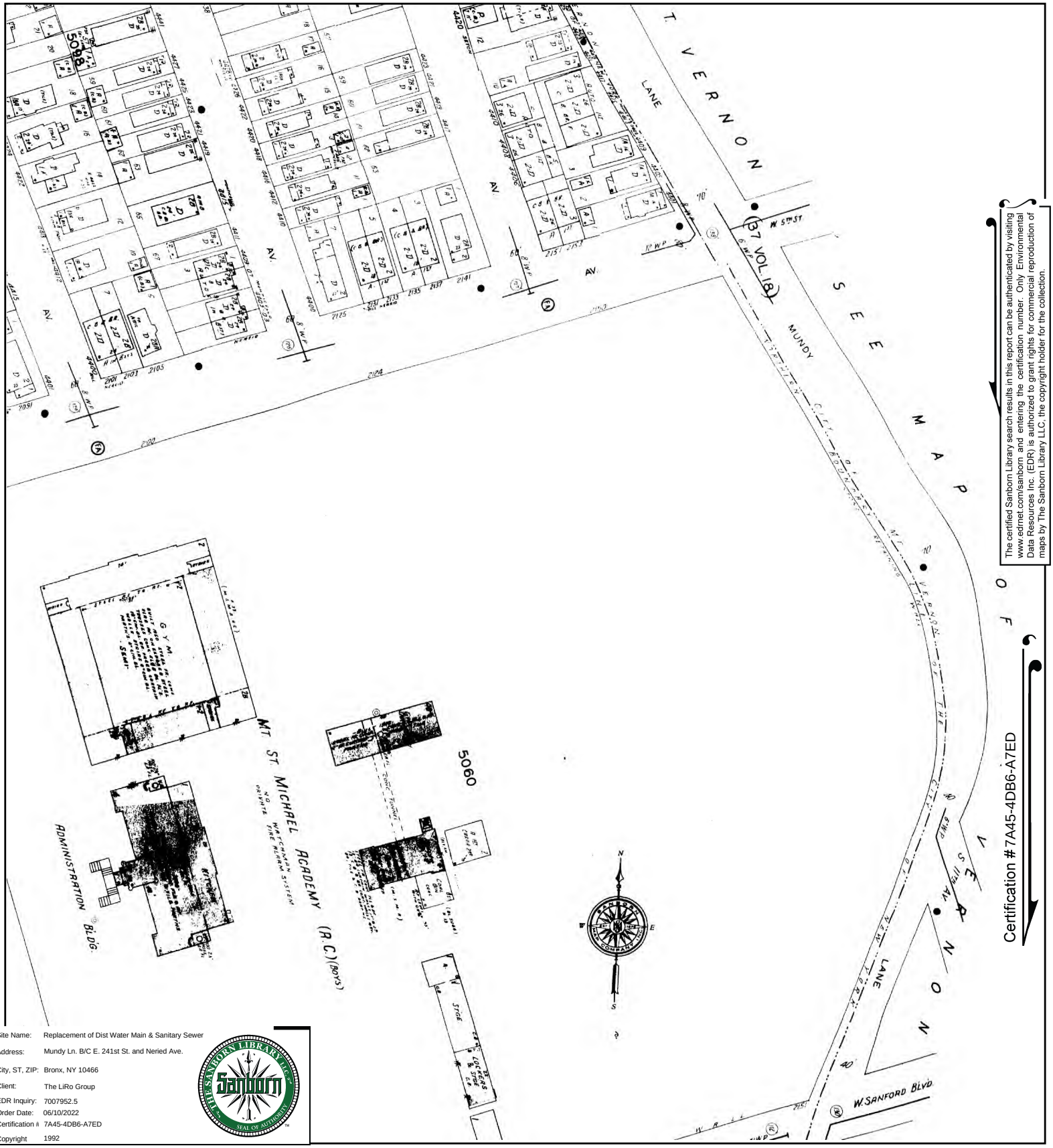
1992



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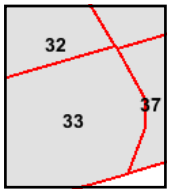

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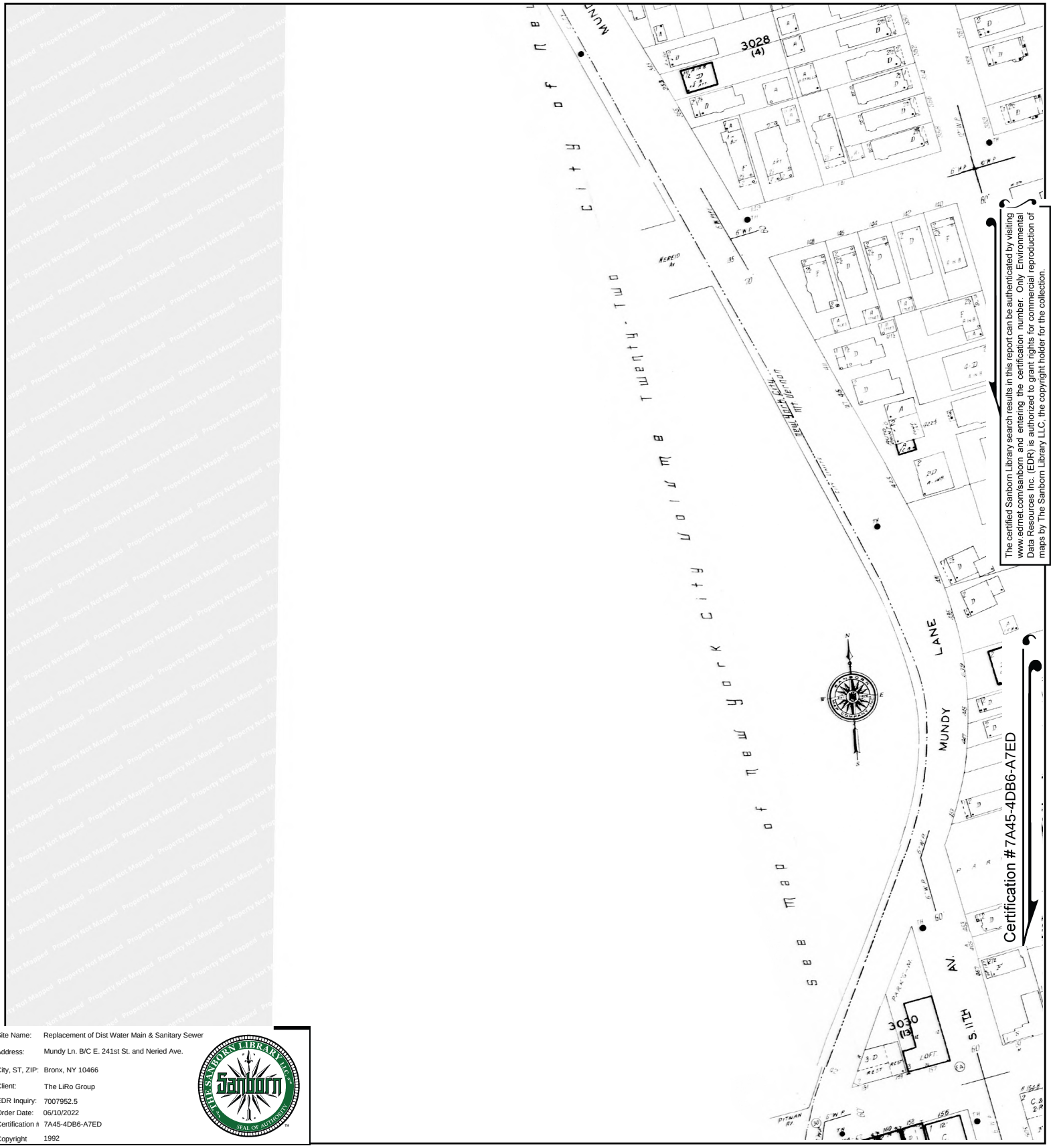
HAZ-164

Certified Sanborn® Map

1992



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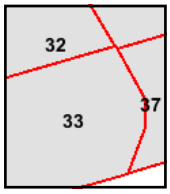

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0 Feet 150 300 600

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HAZ-165

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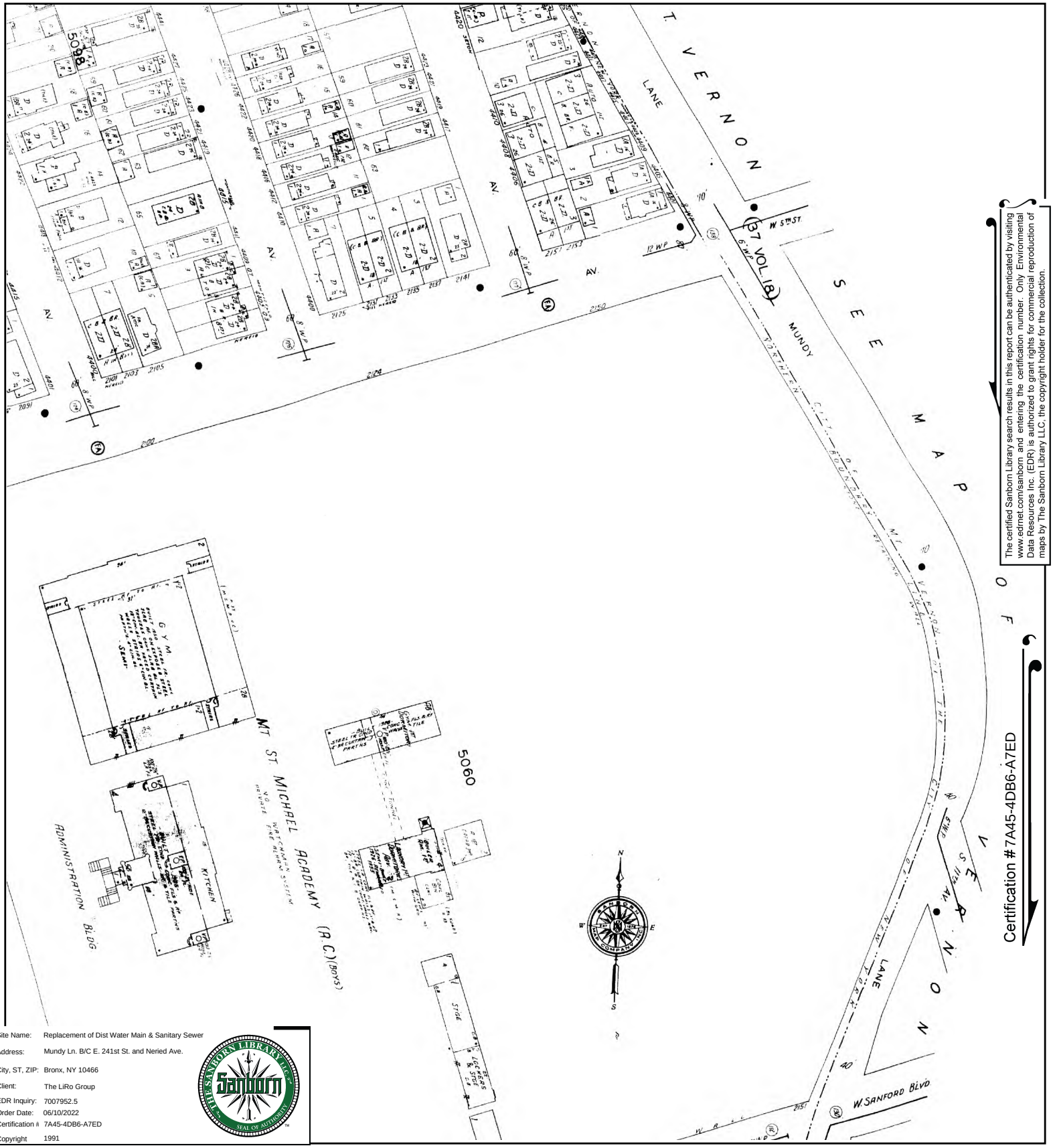
1991



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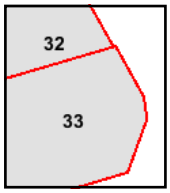

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N

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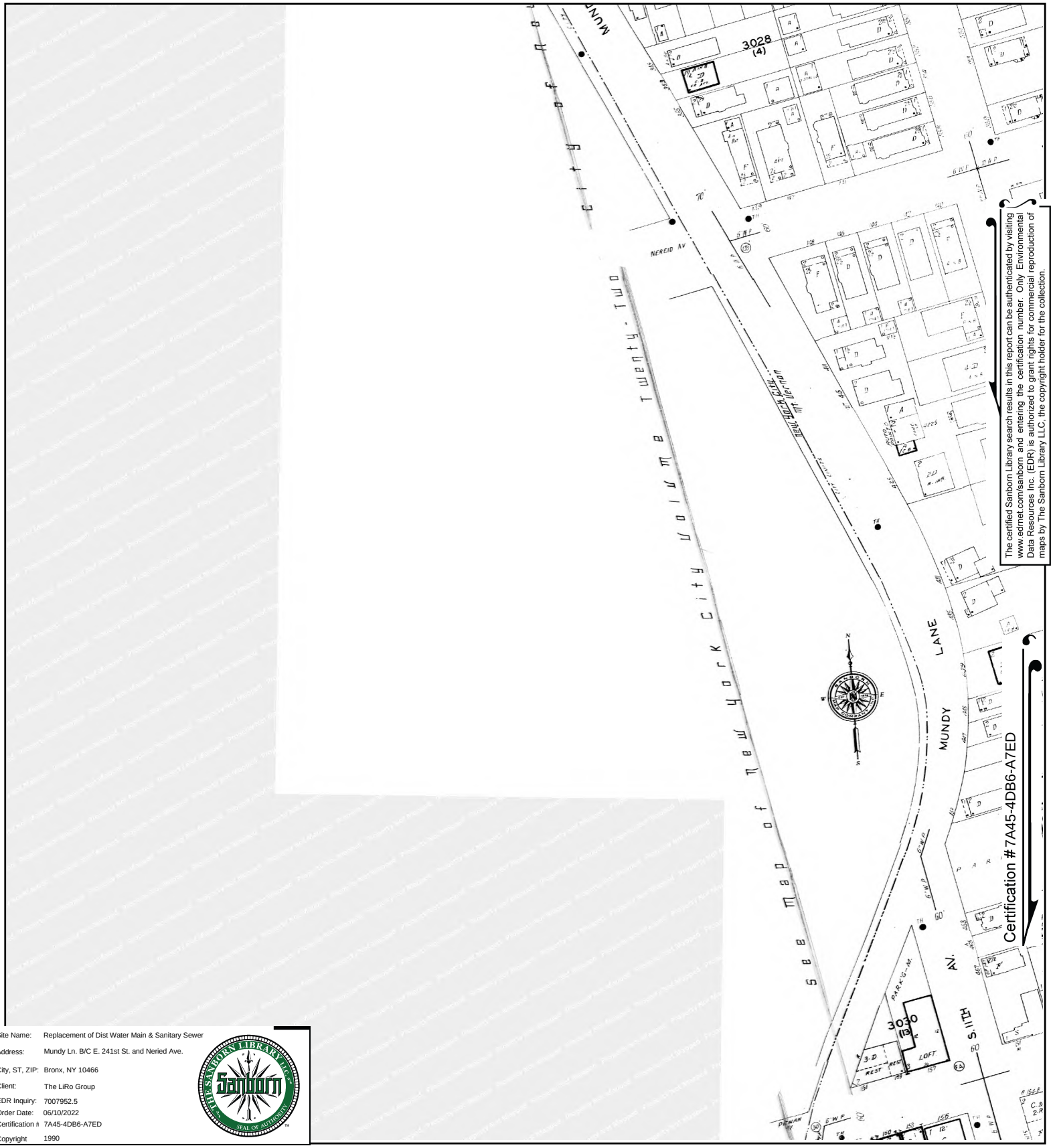
1990



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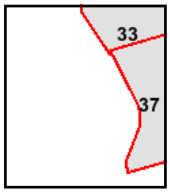

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HAZ-167

N

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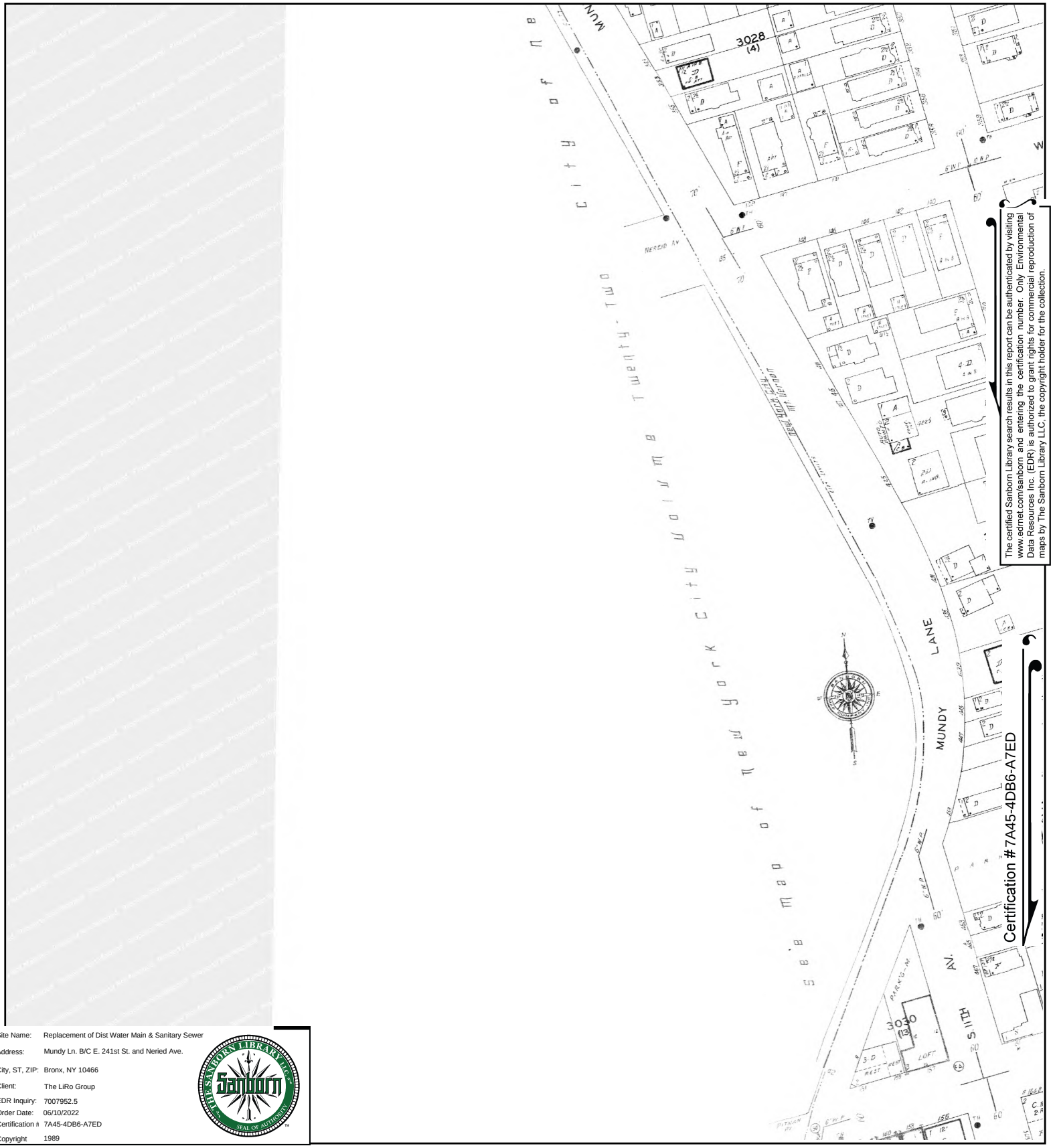
1989



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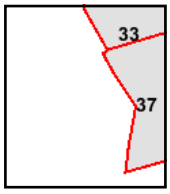

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N

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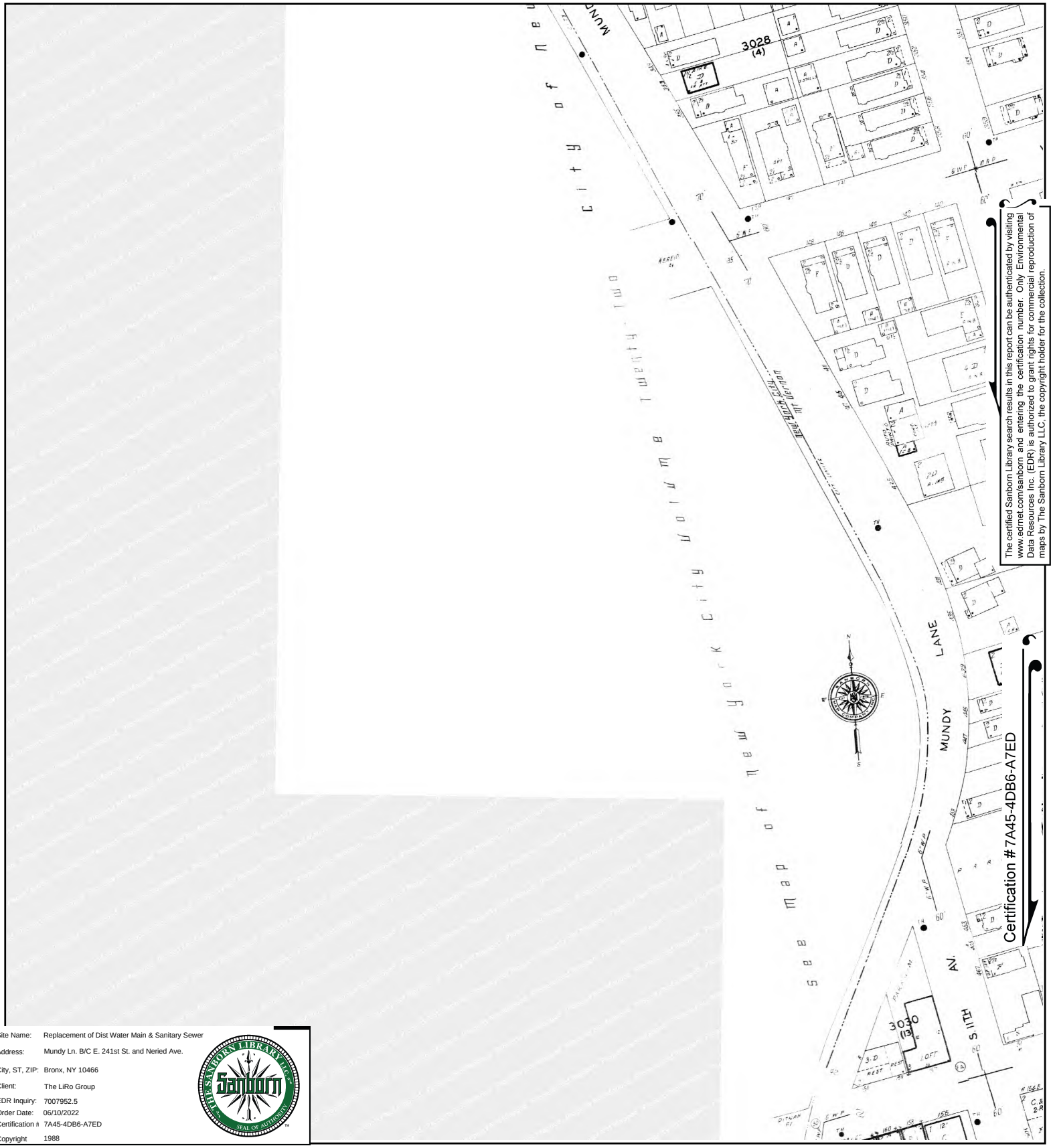
1988



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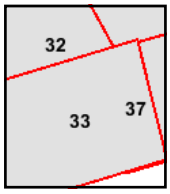

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N

HAZ-169

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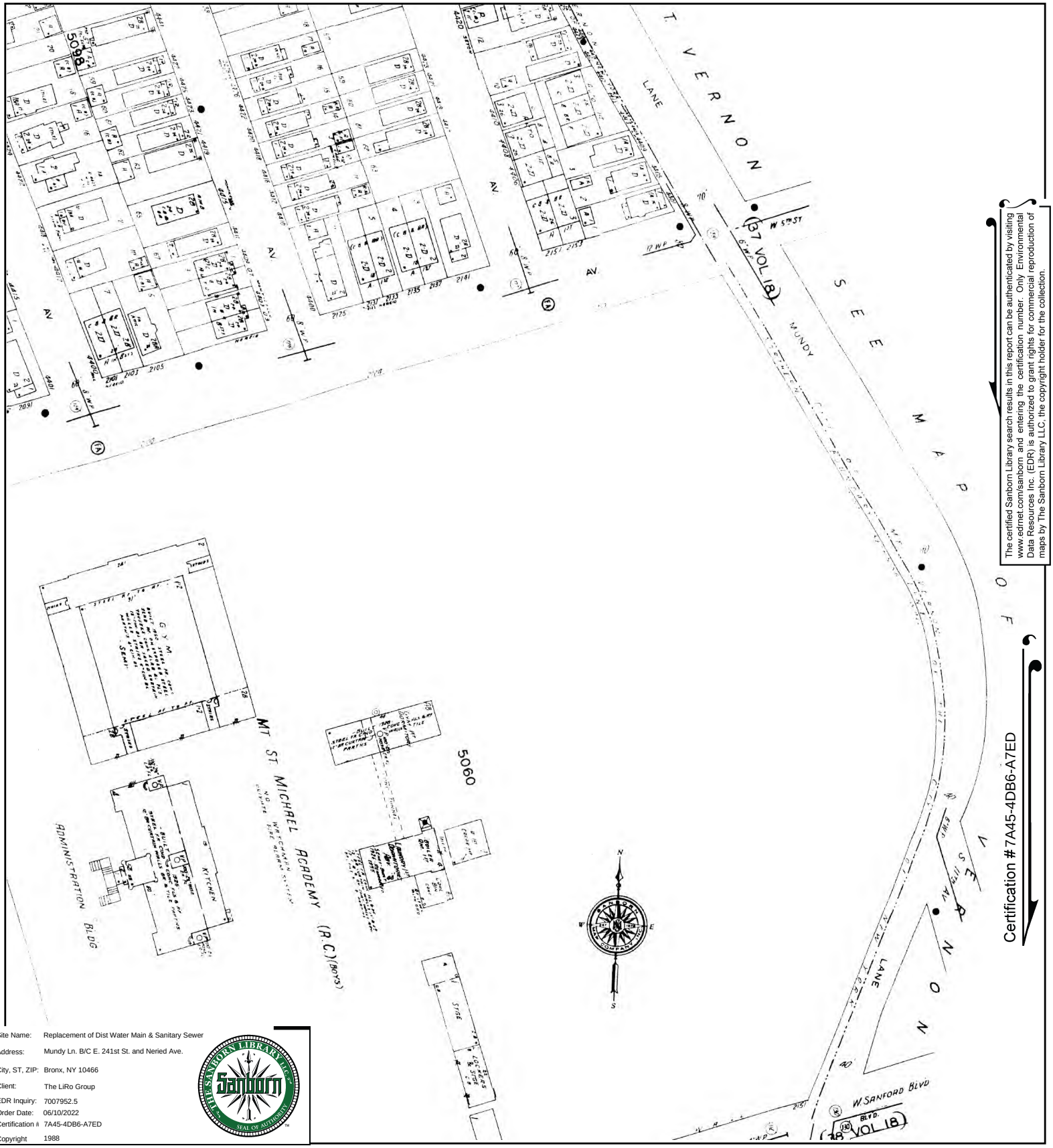
1988



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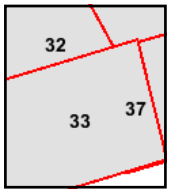

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HAZ-170

N

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1986

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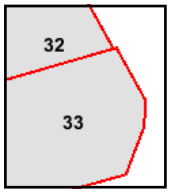

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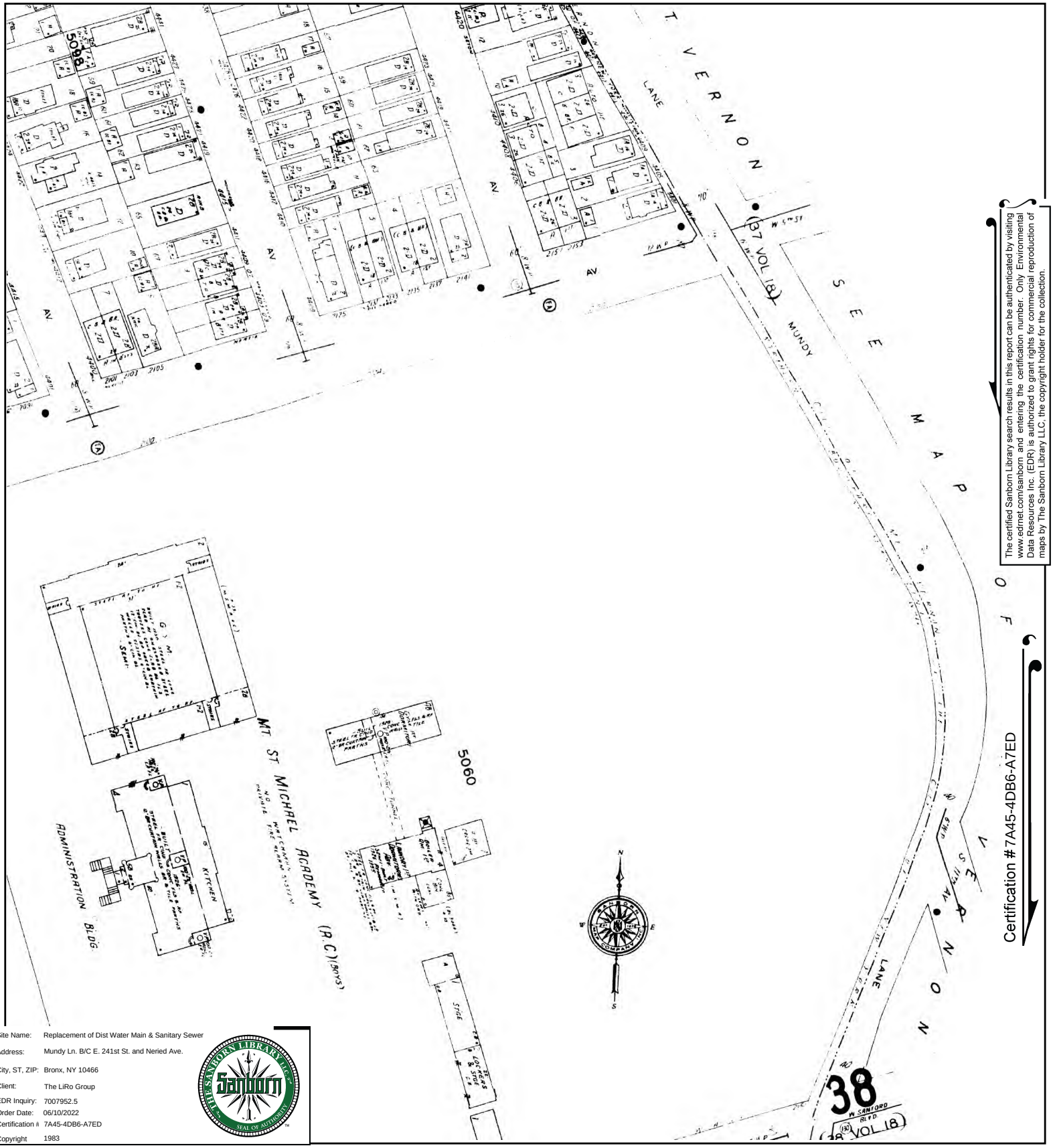
1983



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Copyright	1983

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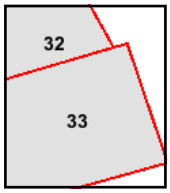

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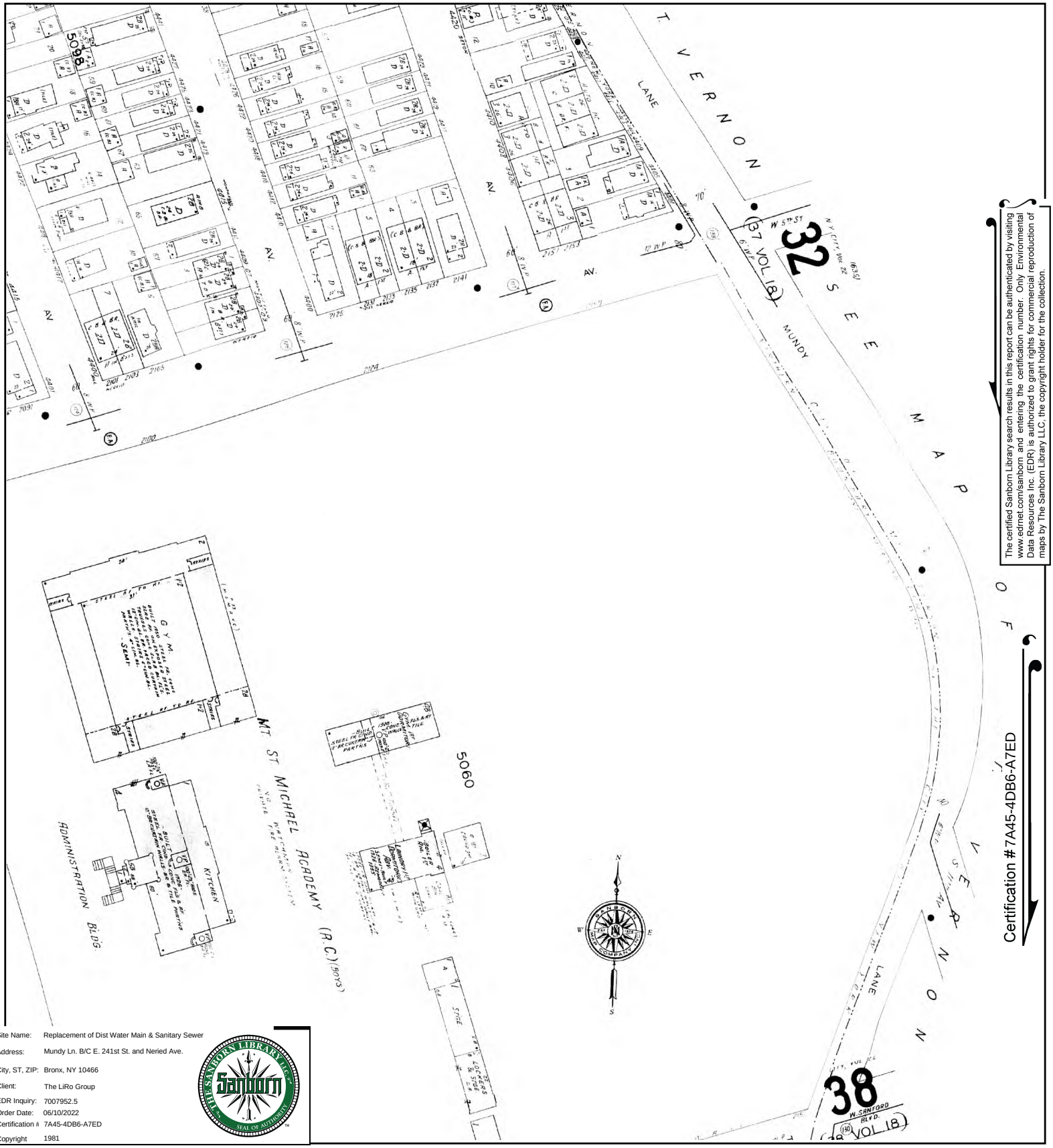
HAZ-172

Certified Sanborn® Map

1981



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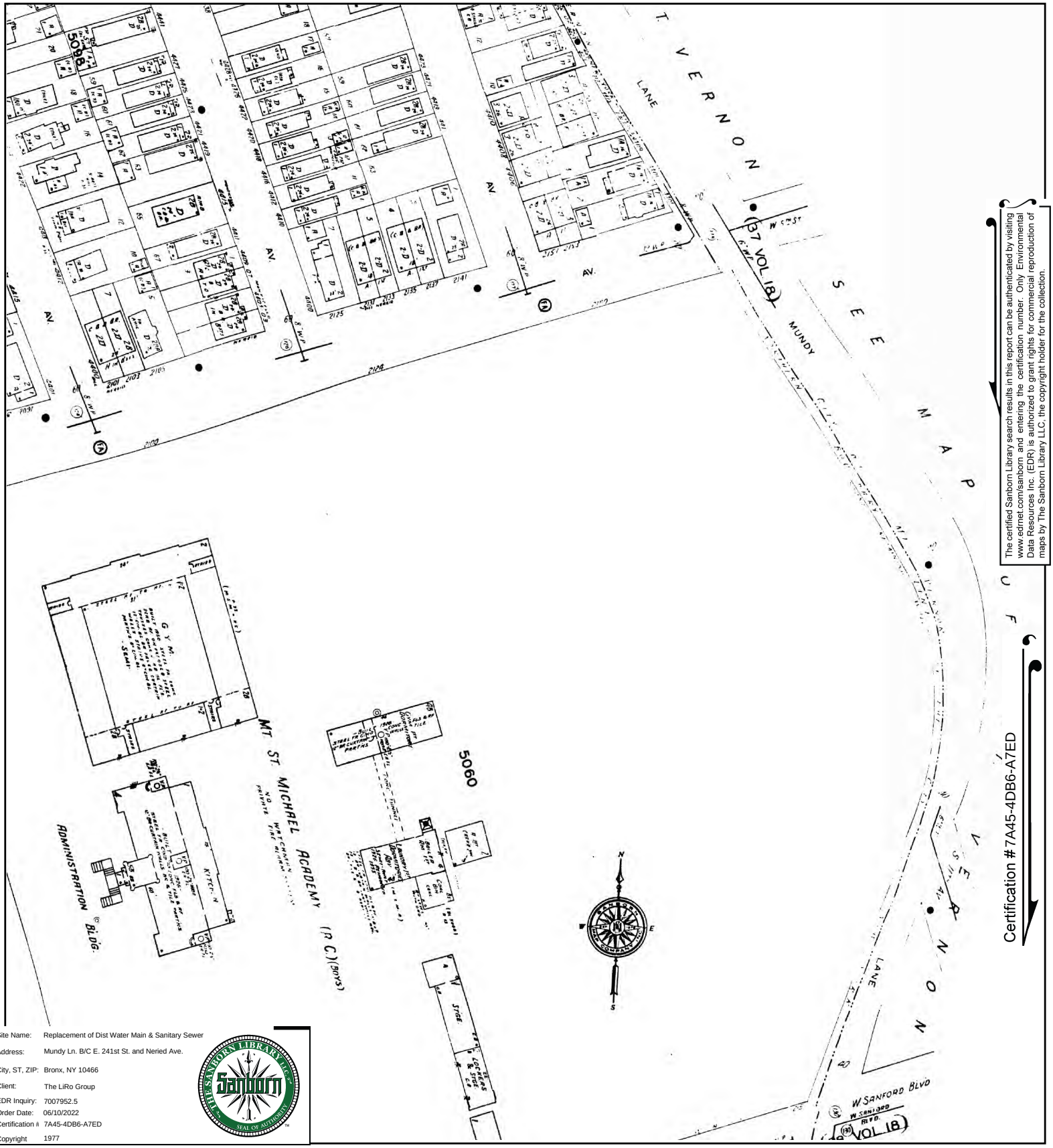
1977



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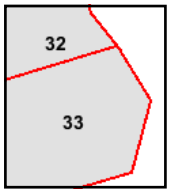

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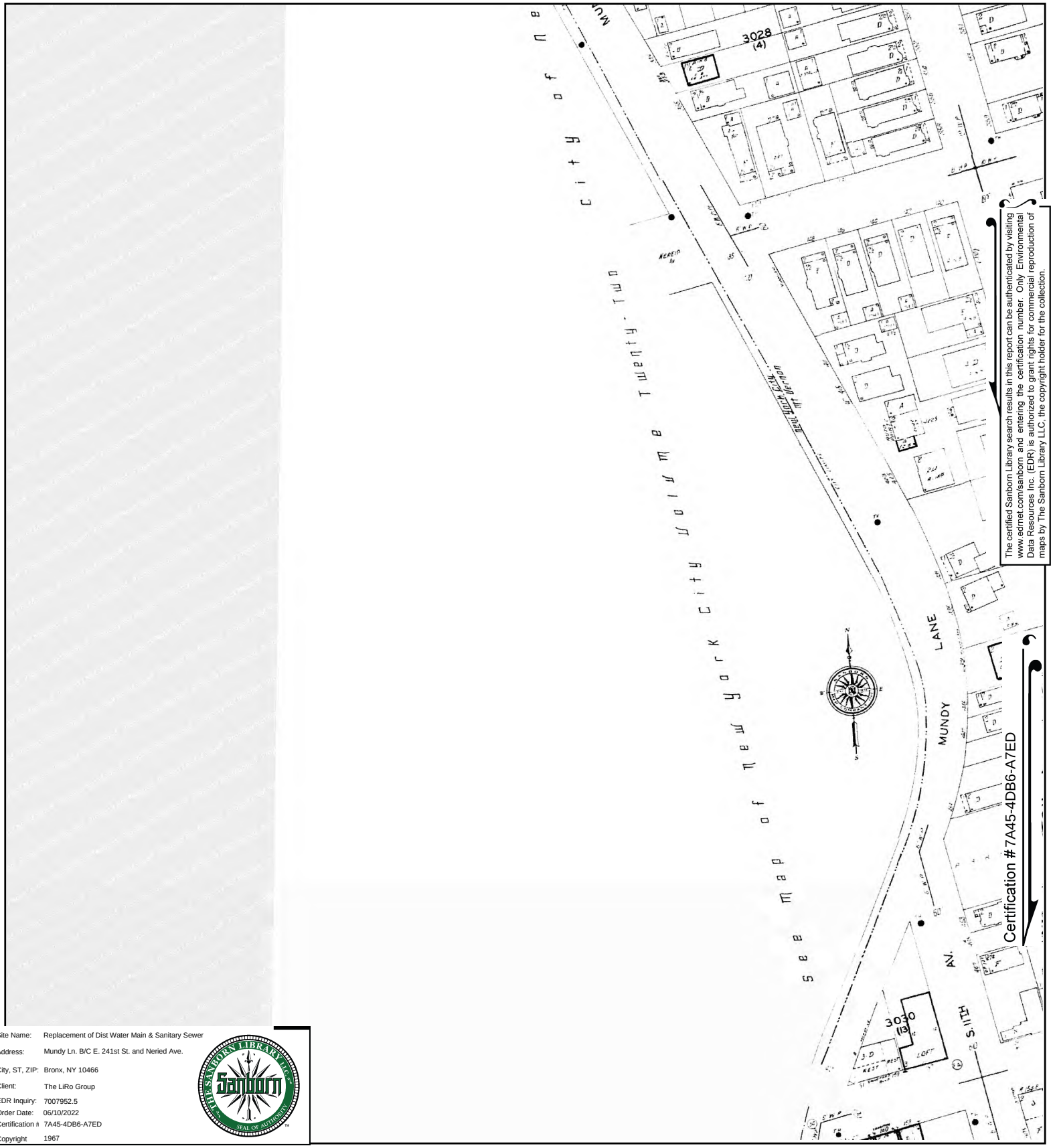
HAZ-174

Certified Sanborn® Map

1967



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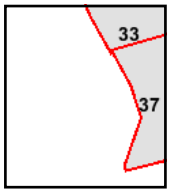

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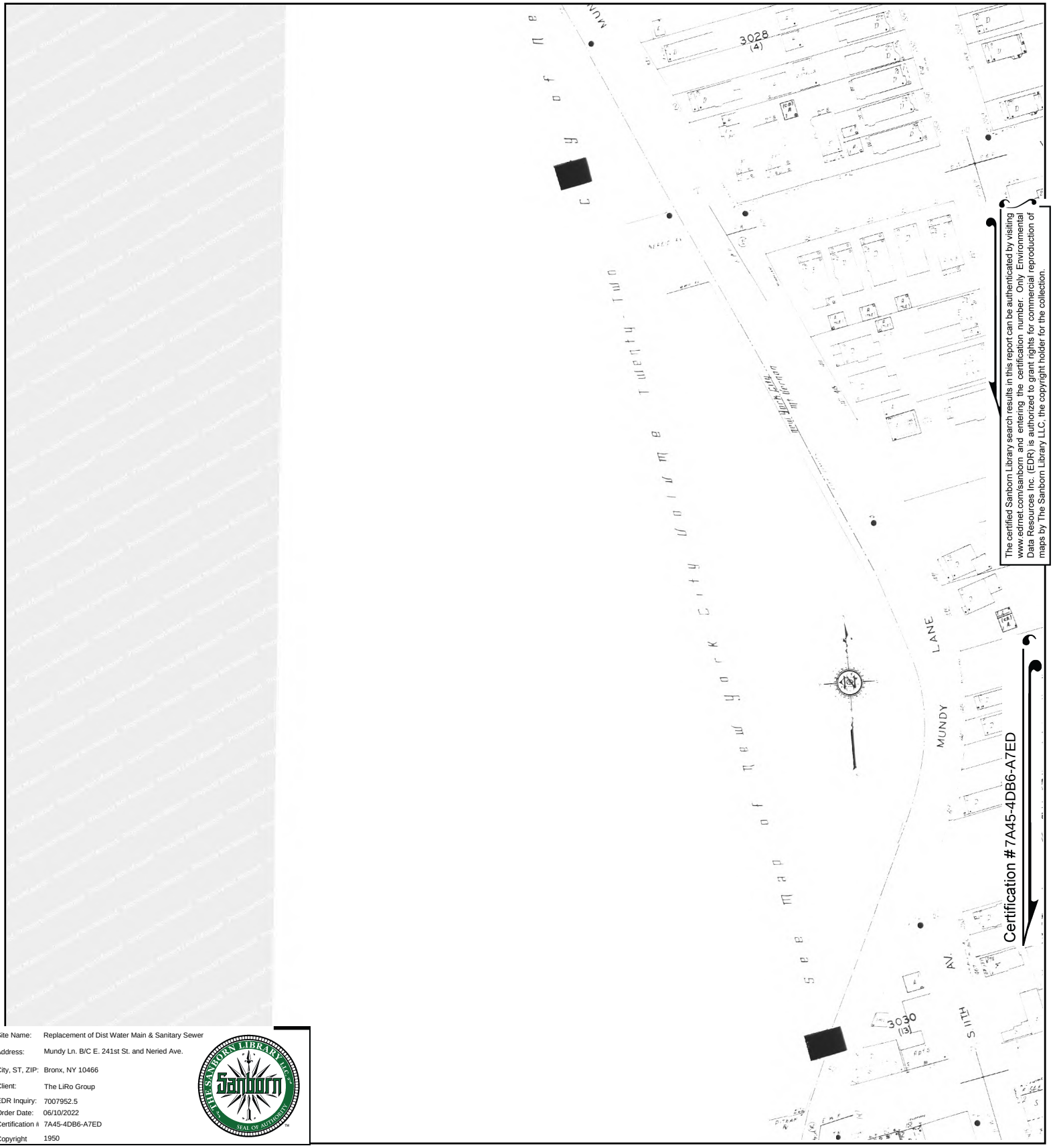
N

HAZ-175

Certified Sanborn® Map

1950



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Certification #	7A45-4DB6-A7ED
Copyright	1950

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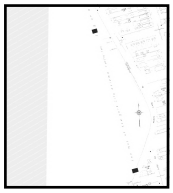

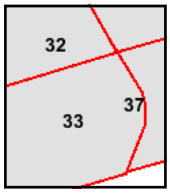

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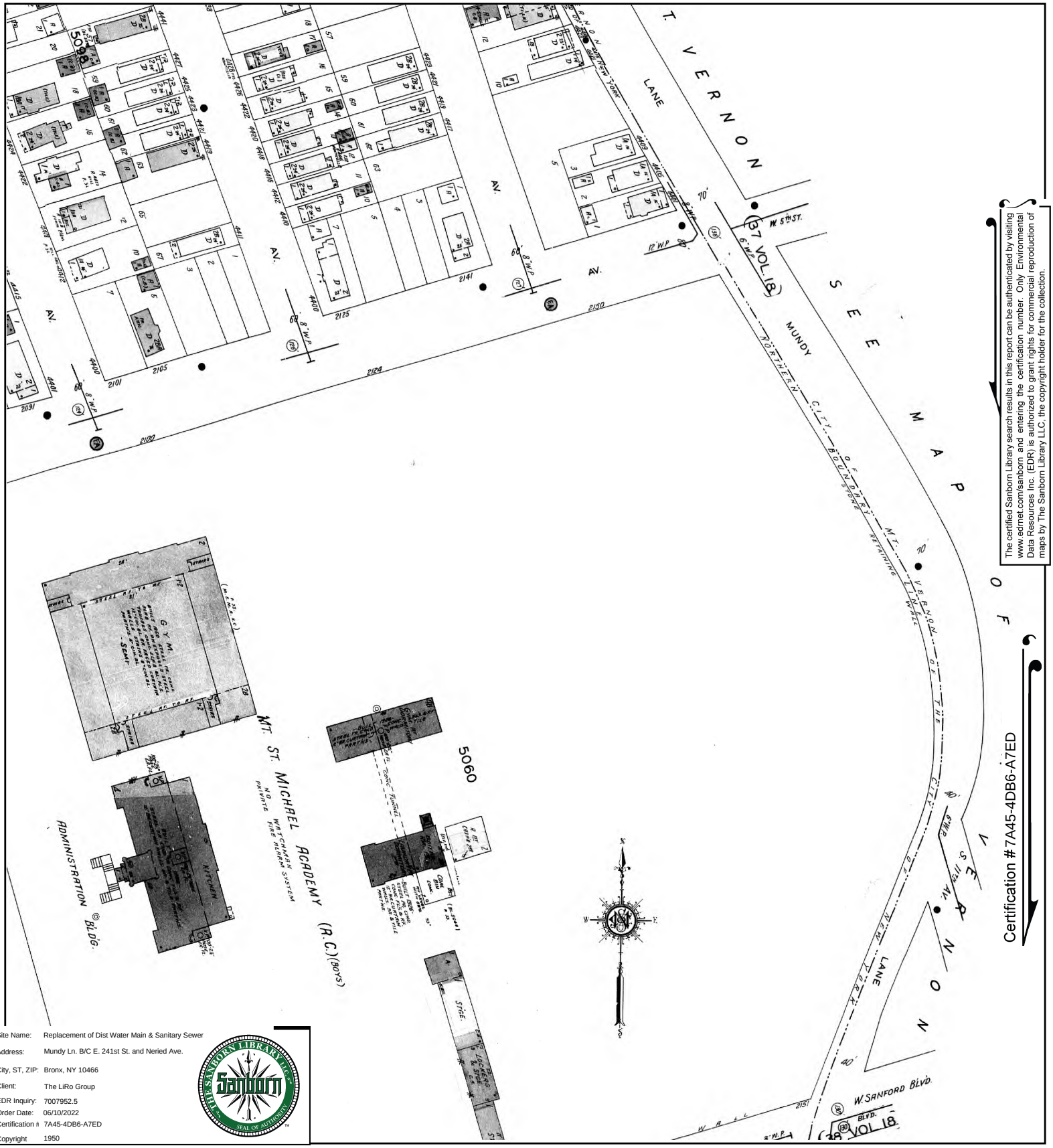
Volume 1, Sheet 33
Volume 1, Sheet 37

N

HAZ-176

Certified Sanborn® Map

1950



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Certification #	7A45-4DB6-A7ED
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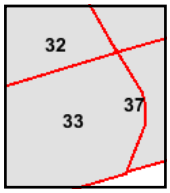

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Volume 1, Sheet 33
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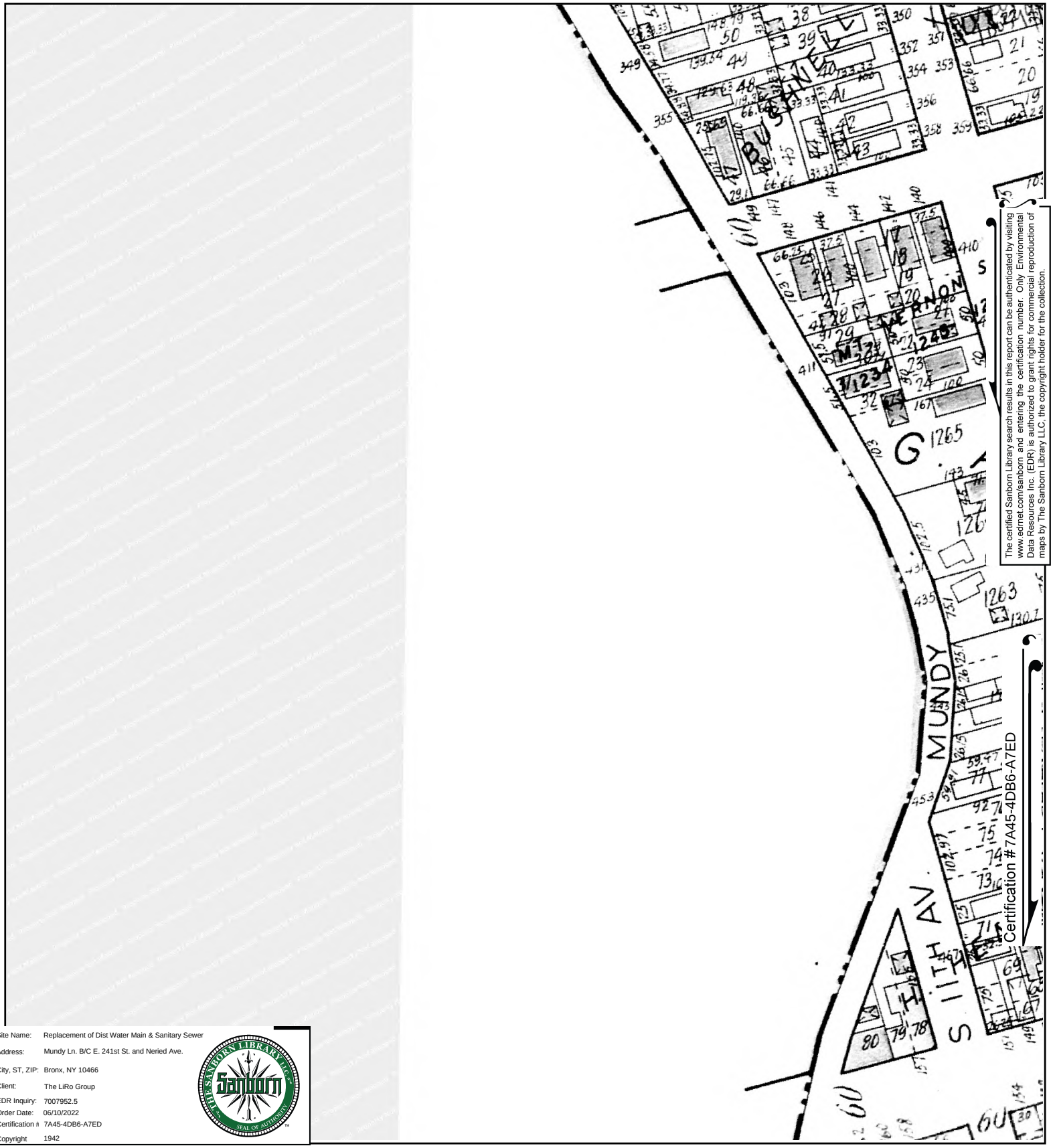
N

HAZ-177

Certified Sanborn® Map

1942



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Copyright	1942

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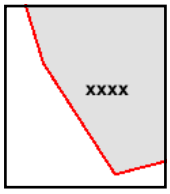

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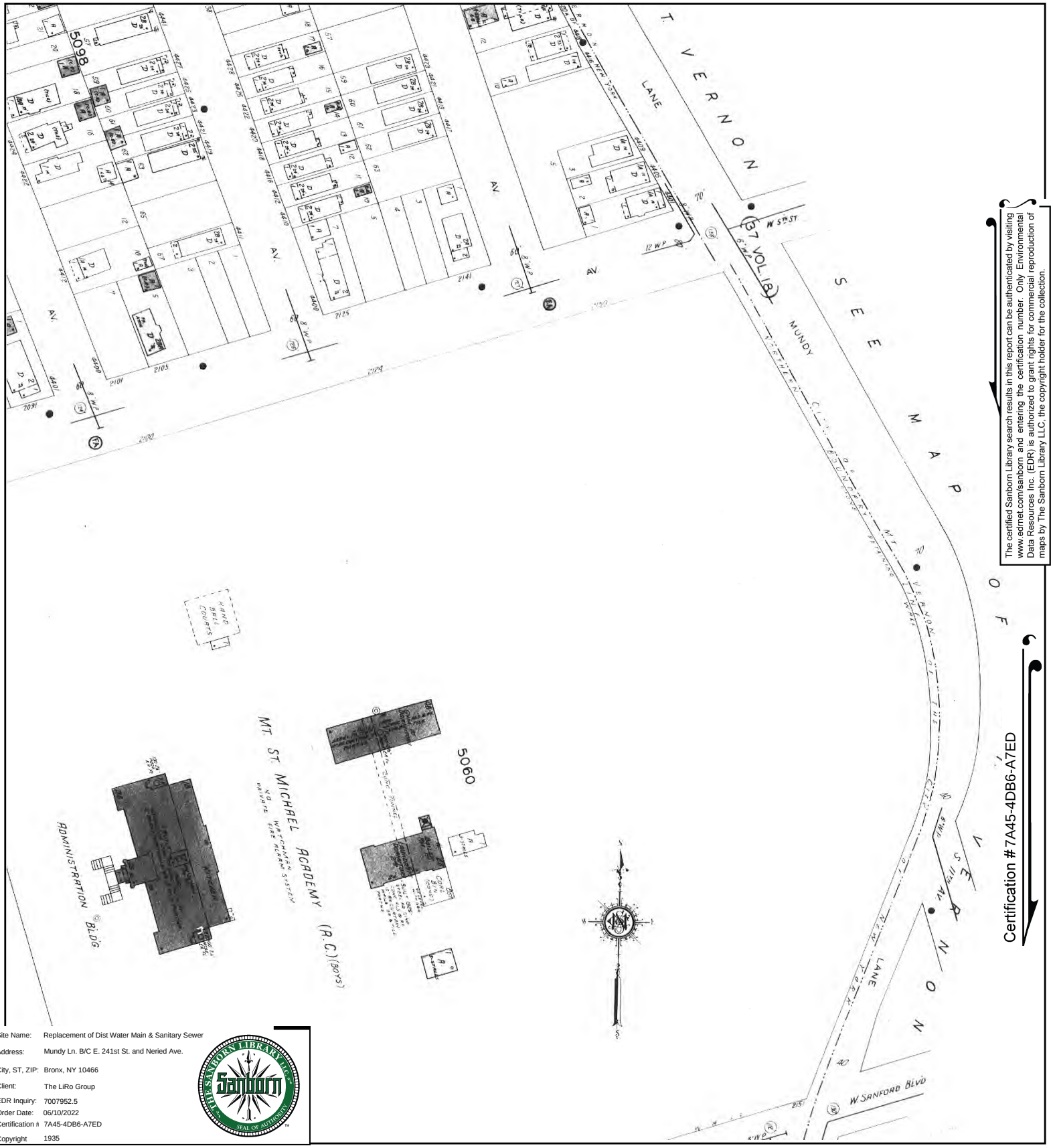
N

HAZ-178

Certified Sanborn® Map

1935



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Copyright	1935

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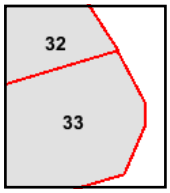

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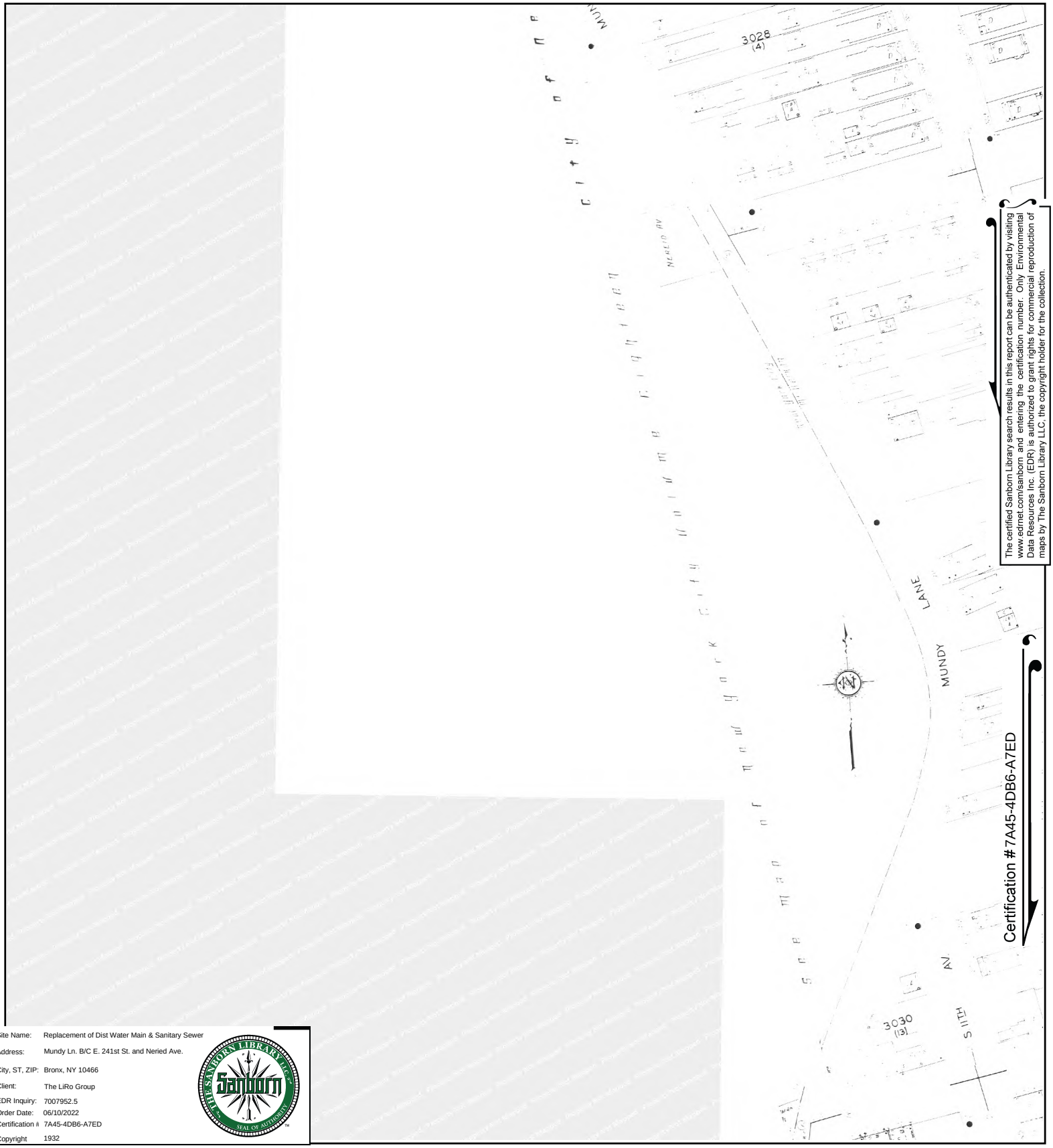
HAZ-179

Certified Sanborn® Map

1932



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Certification #	7A45-4DB6-A7ED
Copyright	1932

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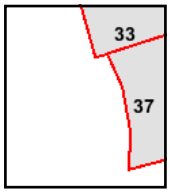

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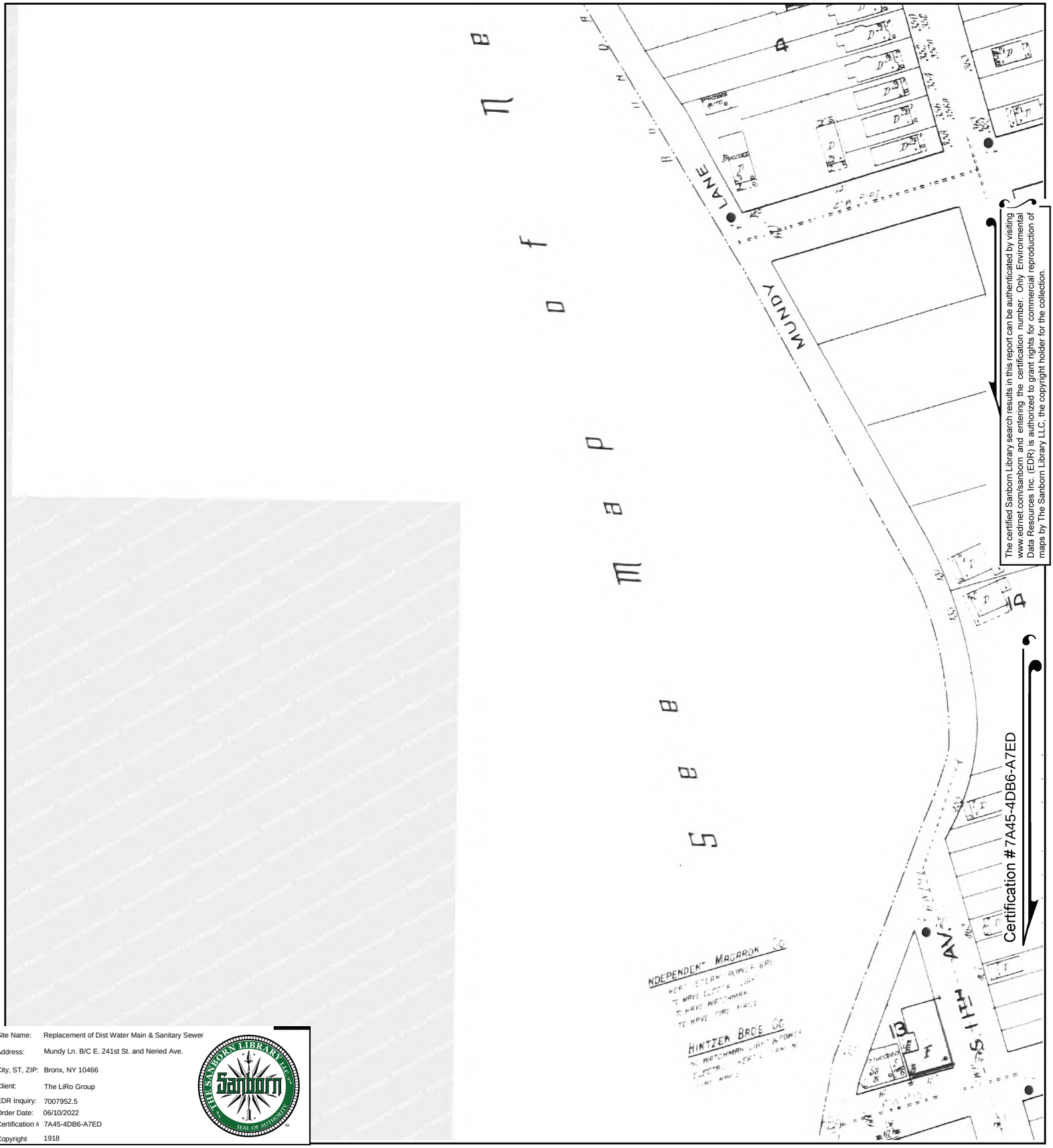
N

HAZ-180

Certified Sanborn® Map

1918



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Certification #	7A45-4DB6-A7ED
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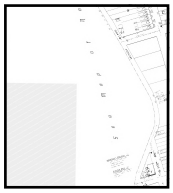

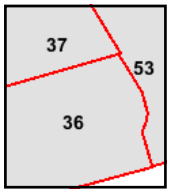

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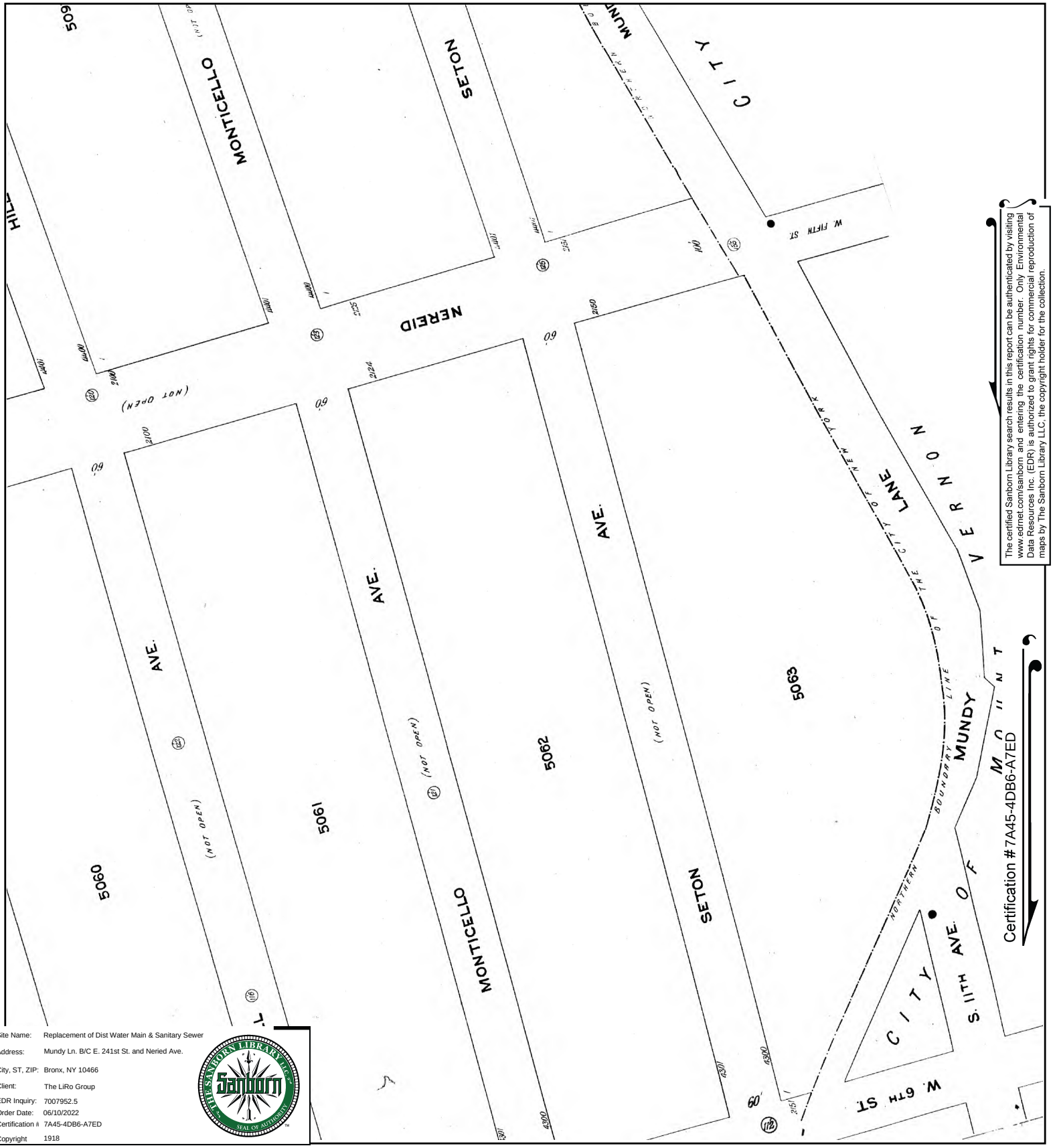
N

HAZ-181



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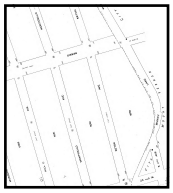

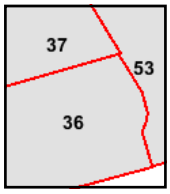

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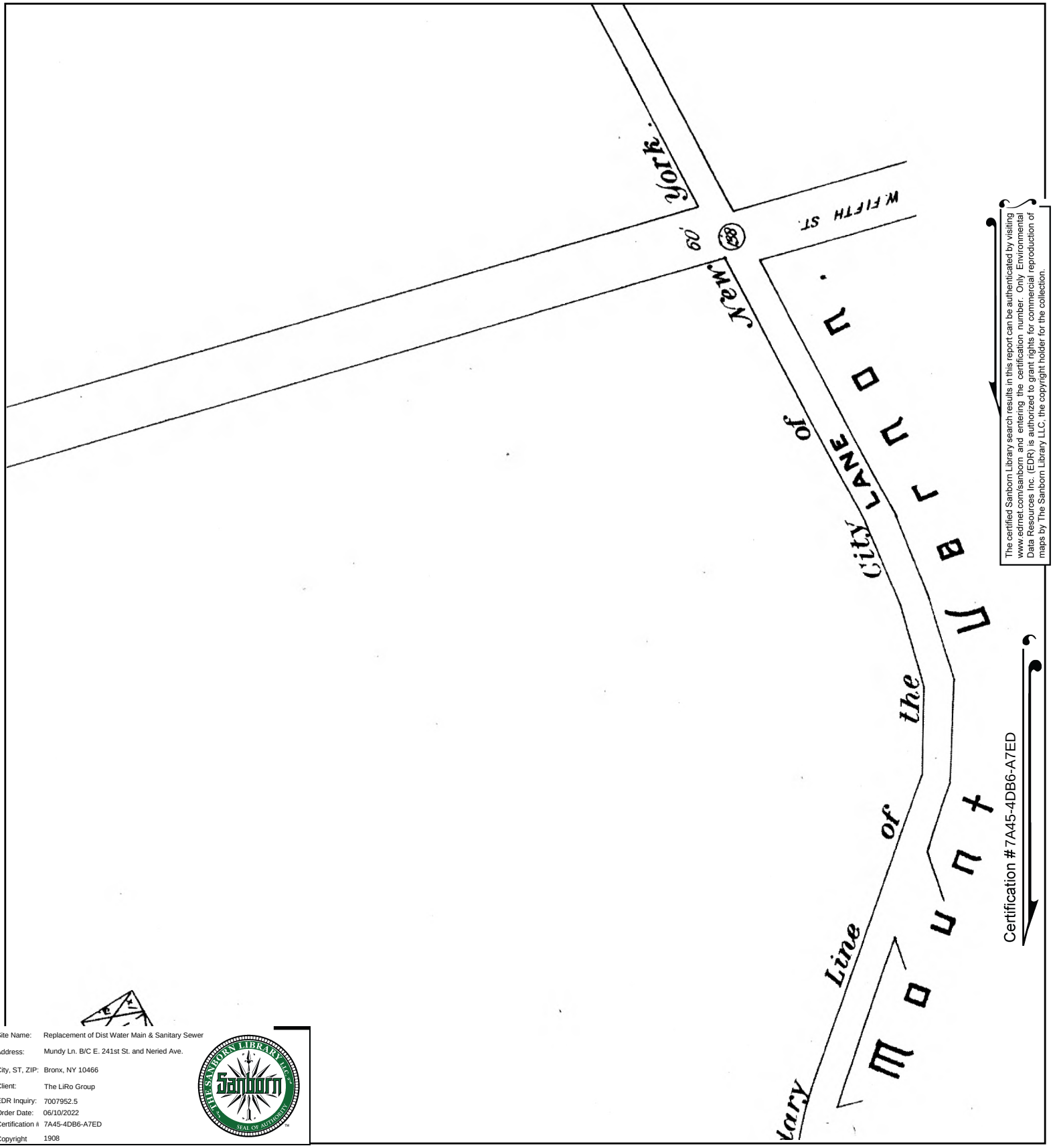
N

HAZ-182

Certified Sanborn® Map

1908



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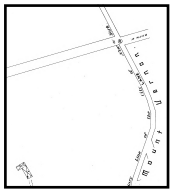

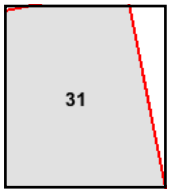

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N

HAZ-183

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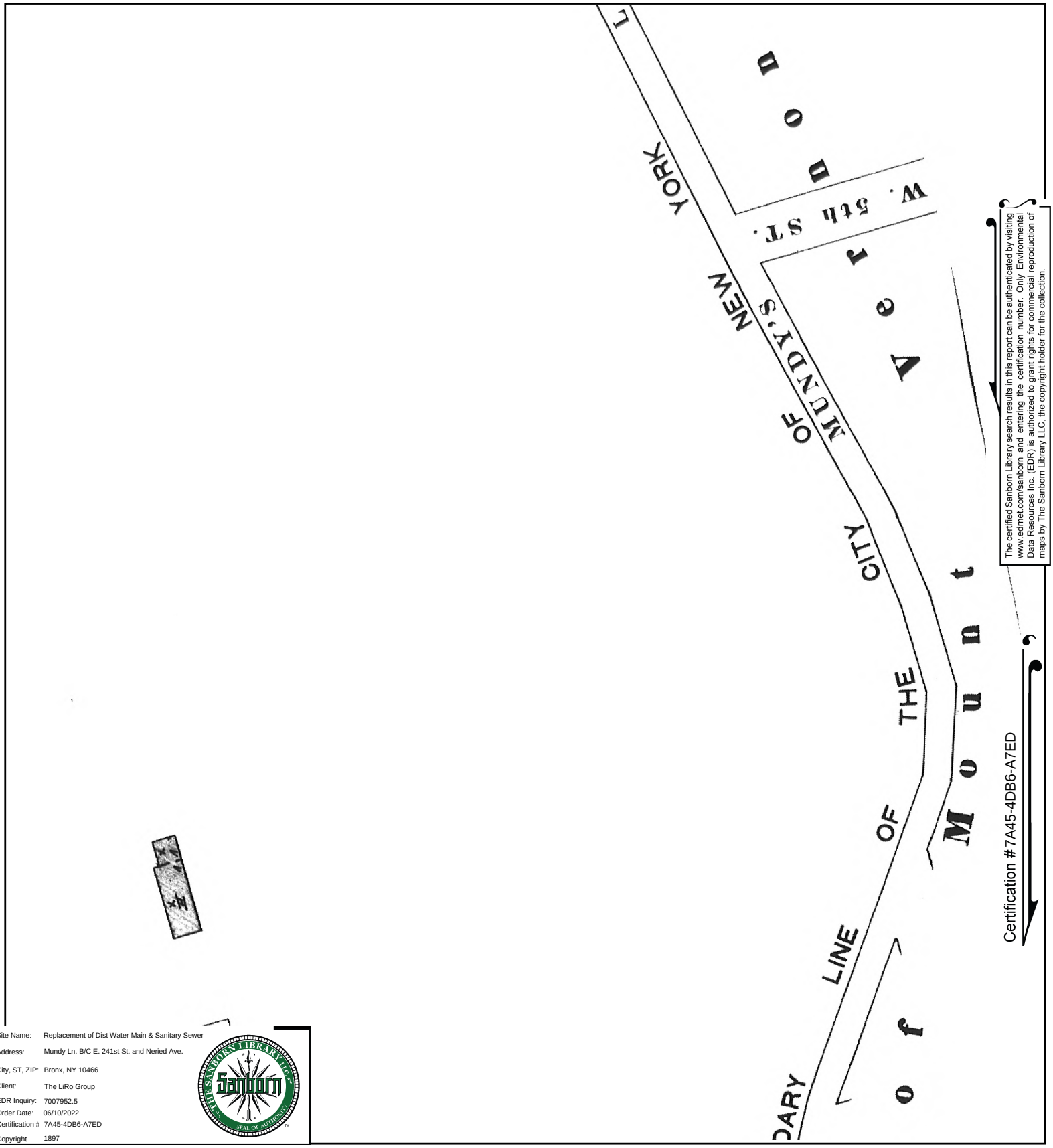

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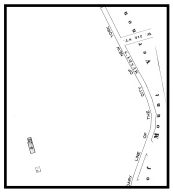

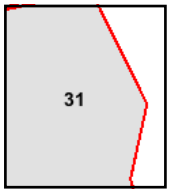

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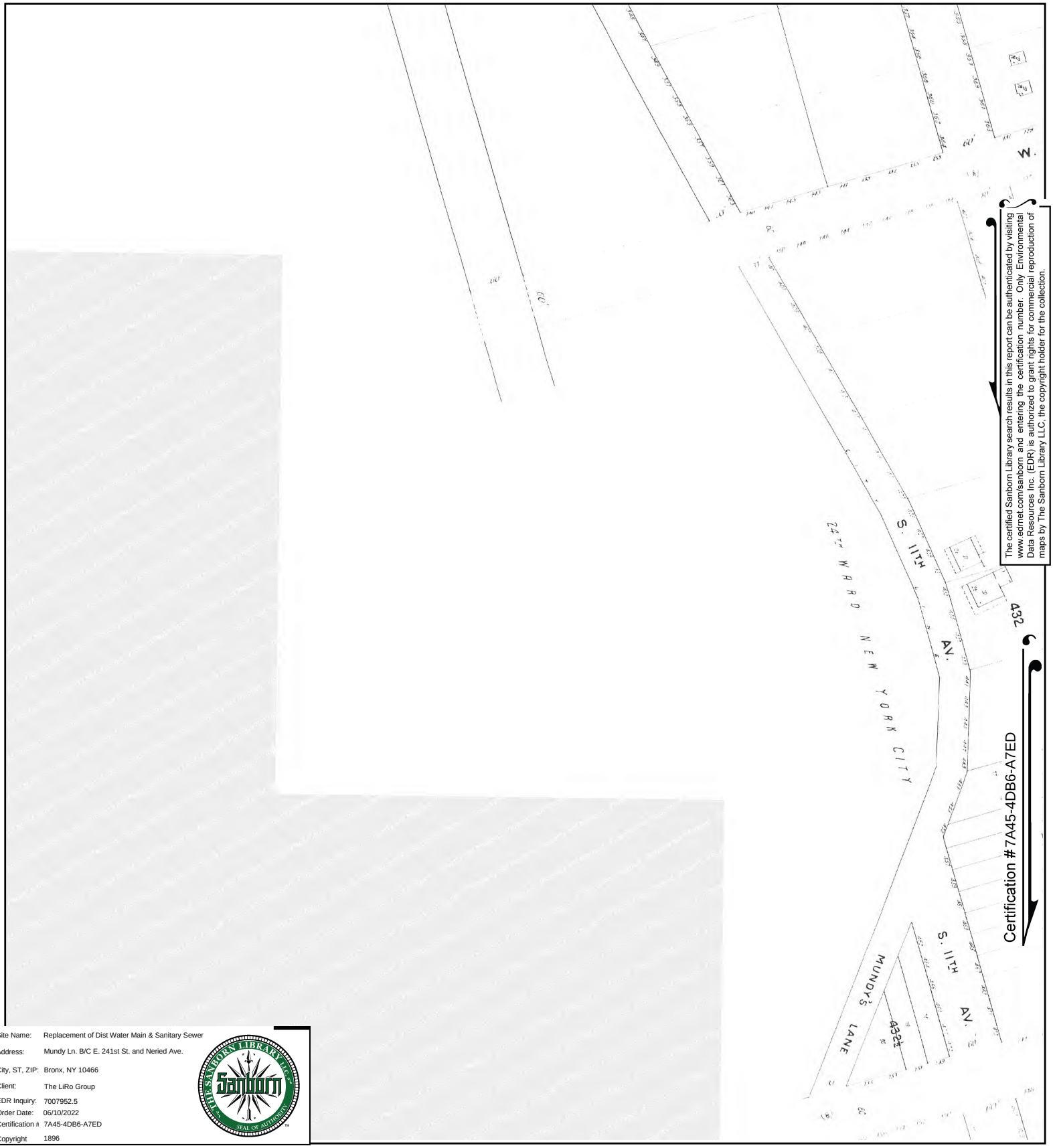
N

HAZ-184

Certified Sanborn® Map



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Certification #	7A45-4DB6-A7ED
Copyright	1896

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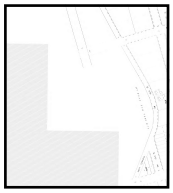

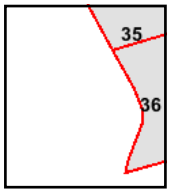

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N

HAZ-185

APPENDIX C
REGULATORY AGENCY DATABASE REPORT

Replacement of Dist Water Main & Sanitary Sewer
Mundy Ln. B/C E. 241st St. and Neried Ave.
Bronx, NY 10466

Inquiry Number: 7007952.2s
June 06, 2022

The EDR Radius Map™ Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

MUNDY LN. B/C E. 241ST ST. AND NERIED AVE.
BRONX, NY 10466

COORDINATES

Latitude (North):	40.9021770 - 40ˆ 54' 7.83''
Longitude (West):	73.8409260 - 73ˆ 50' 27.33''
Universal Tranverse Mercator:	Zone 18
UTM X (Meters):	597627.4
UTM Y (Meters):	4528333.0
Elevation:	140 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	14105990 MOUNT VERNON, NY
Version Date:	2019

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20150522
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
MUNDY LN. B/C E. 241ST ST. AND NERIED AVE.
BRONX, NY 10466

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MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	BENJAMIN LEVISTER TO	1 EASTCHESTER LANE B	NY LTANKS, RCRA NonGen / NLR, FINDS, ECHO, NY...	Higher	1 ft.
B2	VALVE BOX FOR A 24	MUNDY LANE AND WEST	NY Spills	Lower	1 ft.
C3	4471 MUNDY LANE	4471 MUNDY LANE	NY LTANKS	Lower	21, 0.004, NNW
B4	CONSOLIDATED EDISON	149 W 5TH ST	NY MANIFEST	Lower	26, 0.005, SSE
B5	25972 CON ED UNDERGR	146 WEST 5TH ST	NY Spills	Lower	115, 0.022, SSE
D6	SHEPARD RESIDENCE	11 BUSHNELL PLACE	NY LTANKS	Lower	178, 0.034, SE
C7	SPILL NUMBER 0109741	148 WEST 4TH ST	NY LTANKS	Higher	191, 0.036, NE
A8	POLE 35	244 SOUTH 10TH AVE	NY Spills	Higher	197, 0.037, North
D9	PRIVATE HOME	9 BUSHNELL PLACE	NY Spills	Higher	211, 0.040, ESE
B10	ARIEL JOINT	140 WEST 5TH ST	NY Spills	Lower	220, 0.042, SE
E11	FAAD REALTY CORP	215 SOUTH 11TH AVENU	NY UST, NY AST	Lower	235, 0.045, North
E12	MILE SQUARE TRANSPOR	215 SOUTH 11TH AVE	NY LTANKS, NY Spills	Lower	235, 0.045, North
F13	BAYLOR RESIDENCE	217 S. 12TH AVE.	NY Spills	Lower	255, 0.048, NNW
G14	CONSOLIDATED EDISON	W 5TH ST & 10TH AVE	NY MANIFEST	Lower	264, 0.050, SE
G15	MANHOLE 10812 CON ED	5TH ST AND SOUTH 10T	NY Spills	Lower	264, 0.050, SE
G16	MANHOLE 10812	5TH ST & 10TH ST	NY Spills	Lower	264, 0.050, SE
E17	209 11TH AVE	TBD BUS COMPANY	NY Spills	Lower	275, 0.052, NNW
H18	VIOLET HINDS	425 MUNDY LANE	NY Spills	Lower	321, 0.061, SSE
19	RESIDENCE	245 SOUTH 10TH AVE	NY Spills	Higher	328, 0.062, NNE
G20	SOIL	130 WEST 5TH ST	NY Spills	Lower	349, 0.066, SE
H21	420 SOUTH 10TH AVE	420 SOUTH 10TH AVE	NY Spills	Lower	355, 0.067, SSE
I22	RESIDENCE	4410 MONTICELLO AVE	NY Spills	Lower	364, 0.069, SSW
E23	150 WEST 3RD STREET	150 WEST 3RD STREET	NY Spills	Lower	375, 0.071, NNW
F24	CREEK GAS OUTLET INC	160 W 3RD ST	EDR Hist Auto	Lower	402, 0.076, NNW
G25	DAVID - UST	354 SOUTH 9TH AVE	NY Spills	Lower	486, 0.092, ESE
I26	SPILL NUMBER 0108741	4409 MONTICELLO AV	NY LTANKS, NY Spills	Lower	496, 0.094, SSW
J27	CON EDISON MANHOLE:	W 3RD AVE & 10TH AVE	RCRA NonGen / NLR, NY MANIFEST	Higher	506, 0.096, North
J28	CON EDISON	W 3RD ST & S 10TH AV	NY MANIFEST	Higher	506, 0.096, North
J29	MANHOLE 656	10 AVE / 3RD ST	NY Spills	Higher	506, 0.096, North
J30	CON EDISON	W 3RD ST & 10TH AVE	NY MANIFEST	Higher	506, 0.096, North
J31	CON EDISON MANHOLE 6	W 3RD ST & S 10TH AV	RCRA NonGen / NLR, NY MANIFEST	Higher	506, 0.096, North
J32	CON EDISON	S 10TH AVE & W 3RD S	NY MANIFEST	Higher	506, 0.096, North
J33	MANHOLE #10811	10TH AVE & WEST 3RD	NY Spills	Higher	507, 0.096, North
J34	MANHOLE 10810	WEST 1ST ST & 10TH A	NY Spills	Higher	507, 0.096, North
J35	MANHOLE 13638	10TH AVE WEST 1ST ST	NY Spills	Higher	507, 0.096, North
K36	CONSTRUCTION YARD	215 SOUTH 13TH AVE	NY LTANKS, NY Spills	Lower	507, 0.096, NW
L37	CASTRO / SLOMINS	212 SOUTH 9 AVE	NY Spills	Higher	529, 0.100, NNE
L38	SMITH RESIDENCE	212 SOUTH 9TH AVE	NY Spills	Higher	529, 0.100, NNE
M39	INTERSECTION	WEST 5TH ST & SOUTH	NY Spills	Lower	532, 0.101, ESE

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M40	SPILL NUMBER 0006508	WEST 5TH ST/SOUTH 9T	NY Spills	Lower	534, 0.101, ESE
M41	SPILL NUMBER 9607799	WEST 5TH ST/SOUTH 9T	NY Spills	Lower	534, 0.101, ESE
M42	INTERSECTION	WEST 5TH ST/SOUTH 9T	NY Spills	Lower	534, 0.101, ESE
M43	POLE 6	WEST 5TH ST/SOUTH 9T	NY Spills	Lower	534, 0.101, ESE
K44	POLE W8	212 W 3RD ST & S 12	NY Spills	Lower	540, 0.102, NNW
N45	AERIAL CABLE POLE #7	4TH ST & 9TH AVE	NY Spills	Lower	562, 0.106, NE
N46	CONSOLIDATED EDISON	W 4TH ST & S 9TH AVE	NY MANIFEST	Lower	562, 0.106, NE
K47	POLE 7	212 WEST 3RD STREET	NY Spills	Lower	573, 0.109, NW
I48	POLE 9635	2105 NEREID AVE	NY Spills	Lower	590, 0.112, SSW
O49	TAYLOR RES	446 SOUTH 10TH AVE	NY LTANKS	Lower	592, 0.112, SSE
M50	SPILL NUMBER 0310013	351 SOUTH 9TH STREET	NY Spills	Lower	622, 0.118, ESE
51	PRIVATE DWELLING	912 CRANFORD AVE	NY Spills	Lower	629, 0.119, WNW
K52	CON EDISON	209 W 3RD ST	RCRA NonGen / NLR, NY MANIFEST	Lower	633, 0.120, NNW
53	SPILL NUMBER 0104230	149 SOUTH 11TH AVE	NY LTANKS	Lower	640, 0.121, North
M54	CON ED MGP SITE (V00	103 WEST 5TH ST	NY Spills	Lower	659, 0.125, ESE
O55	TANK	445 SOUTH 10TH STREE	NY LTANKS, NY Spills	Lower	659, 0.125, SE
L56	CON EDISON TRANSFORM	3RD STREET AND 9TH A	NJ MANIFEST	Lower	685, 0.130, NNE
L57	CON EDISON TRANSFORM	3RD ST & 9TH AVE	RCRA NonGen / NLR, NY MANIFEST	Lower	685, 0.130, NNE
O58	PARKING LOT ADJACENT	453 SOUTH 11TH AVE	NY LTANKS	Lower	689, 0.130, SSE
N59	MOUNT VERNON NEIGHBO	107 WEST FOURTH STRE	NY UST	Lower	726, 0.138, ENE
N60	MT VERNON HEALTH CEN	107 WEST 4TH ST	NY LTANKS	Lower	726, 0.138, ENE
K61	INTERBRASS INC	217 W 3RD ST	RCRA NonGen / NLR, FINDS, ECHO	Lower	737, 0.140, NW
P62	BRATTON RESIDENCE	4635 11TH AVE	NY LTANKS	Lower	804, 0.152, SSE
Q63	CE - MT.VERNON MGP	334-360 SOUTH 8TH AV	NY VCP	Lower	824, 0.156, East
P64	OELRICH - TTF	458 SOUTH 11TH AVE	NY LTANKS	Lower	844, 0.160, SSE
R65	SIGNO TRADING/MOUNT	208 SOUTH 14TH ST	SEMS-ARCHIVE	Lower	882, 0.167, NW
R66	RICHARDS PARENT & MU	206 S 14TH AVE	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Lower	883, 0.167, NW
67	REAL ESTATE - TTF	438 SOUTH 8TH AVE	NY LTANKS	Lower	904, 0.171, SE
R68	SIGNO TRADING INTERN	200-208 SOUTH 14TH A	NY SHWS	Lower	909, 0.172, NW
R69	SIGNO TRADING INTL-U	200-208 S 14TH AVE	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Lower	909, 0.172, NW
S70	TANK IN ALLEYWAY	151 SOUTH FOURTEENTH	NY LTANKS	Lower	917, 0.174, NW
S71	PRIVATE RESIDENCE	144 SOUTH 13TH AVE	NY LTANKS	Lower	925, 0.175, NW
72	MACEDONIA BAPTIST CH	141 SOUTH 9TH AVE	NY LTANKS	Higher	987, 0.187, North
T73	SCOTT GAS STATION	140 WEST SANDFORD BO	NY LTANKS, NY Spills	Lower	1013, 0.192, SSE
T74	ULTIMATE GAS	140 WEST SANDFORD BO	NY UST	Lower	1013, 0.192, SSE
T75	SCORE S/S	140 HANFORD AVE	NY LTANKS	Lower	1018, 0.193, SSE
U76	SPILL NUMBER 0208622	240 7TH AVE	NY LTANKS, NY Spills	Lower	1018, 0.193, NE
Q77	CON EDISON - MT. VER	334-360 SOUTH 7TH AV	EDR MGP	Lower	1070, 0.203, East
78	CON EDISON POLE: 21	4359 MURDOCK AVE	RCRA-VSQG	Lower	1099, 0.208, SSW

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79	LLOYD'S AUTO REPAIR	80 WEST SANDFORD BOU	NY AST	Lower	1106, 0.209, SE
V80	CONSOLIDATED EDISON	4400 WILDER AVE	NY MANIFEST	Lower	1122, 0.213, SW
V81	CON EDISON GAS DRIP	4400 WILDER AVE GAS	RCRA NonGen / NLR	Lower	1122, 0.213, SW
U82	CON EDISON	201 S 7TH AVE FRONT	RCRA NonGen / NLR, FINDS, ECHO	Lower	1126, 0.213, NE
U83	CON EDISON	201 S 7TH AVE FRONT	NJ MANIFEST	Lower	1126, 0.213, NE
U84	CON EDISON	201 S 7TH AVE FRONT	NY MANIFEST	Lower	1126, 0.213, NE
W85	CON EDISON	3RD ST & S 7TH AVE	RCRA NonGen / NLR, FINDS, ECHO	Lower	1153, 0.218, NNE
W86	CON EDISON	3RD ST & S 7TH AVE	NJ MANIFEST	Lower	1153, 0.218, NNE
W87	CON EDISON	W 3RD ST & 7TH AVE	RCRA NonGen / NLR, FINDS, ECHO	Lower	1153, 0.218, NNE
W88	CON EDISON	W 3RD ST & 7TH AVE	NJ MANIFEST	Lower	1153, 0.218, NNE
W89	CON EDISON	W 3RD ST & 7TH AVE	RCRA NonGen / NLR	Lower	1153, 0.218, NNE
W90	CON EDISON	3RD ST & S 7TH AVE	NY MANIFEST	Lower	1153, 0.218, NNE
W91	CON EDISON	W 3RD ST & 7TH AVE	NJ MANIFEST	Lower	1153, 0.218, NNE
92	SPILL NUMBER 0106905	120 SOUTH 13TH AVE	NY LTANKS	Lower	1176, 0.223, NNW
93	LIGHTHOUSE CHURCH	452 S 7TH AVE	NY LTANKS	Lower	1203, 0.228, SE
T94	BASEMENT	520 SOUTH 10TH AVE	NY LTANKS	Lower	1210, 0.229, SSE
95	CORNACHIO - TTF	146 VISTA PLACE	NY LTANKS	Higher	1215, 0.230, NW
W96	THIRD STREET FIREHOU	50 WEST THIRD STREET	NY UST	Lower	1217, 0.230, NNE
W97	3RD ST. FIRE HOUSE	50 WEST 3RD STREET	NY LTANKS	Lower	1217, 0.230, NNE
98	MT VERNON BOYS AND G	350 SOUTH 6TH AVE	NY LTANKS, NY Spills	Lower	1267, 0.240, East
X99	MOUNT VERNON CITY OF	250 S 6TH AVE	RCRA-VSQG, NY MANIFEST	Higher	1279, 0.242, NE
X100	DOLES CENTER	250 SOUTH 6TH AVE	NY LTANKS	Higher	1279, 0.242, NE
101	SPILL NUMBER 0013234	412 SOUTH 6TH AVE	NY LTANKS	Lower	1293, 0.245, ESE
X102	GILCHRIST RESIDENCE	233 SOUTH 6TH AVE.	NY LTANKS	Higher	1407, 0.266, NE
X103	PRIVATE HOME	245 SOUTH 6TH AVE	NY LTANKS	Higher	1409, 0.267, NE
104	SPILL NUMBER 0201841	4222 MONTICELLO AVE	NY LTANKS	Lower	1422, 0.269, South
105	APARTMENTS	2066 PITMAN AV	NY LTANKS	Lower	1443, 0.273, SSW
106	PRIVATE RSIDENCE	337 SOUTH 6TH AVE	NY LTANKS	Lower	1453, 0.275, East
Y107	SPILL NUMBER 0207081	56 SOUTH 11TH AVE	NY LTANKS	Lower	1466, 0.278, NNW
Z108	PVT DWELLING	58 SOUTH 13TH AVE	NY LTANKS	Higher	1487, 0.282, NNW
109	THORTON HOME	114 SOUTH 7TH AVE	NY LTANKS	Lower	1490, 0.282, NNE
AA110	SPILL NUMBER 0000154	4334 DEREIMER AVE	NY LTANKS	Lower	1490, 0.282, SSW
111	SEABOARD OIL CO.	360 SOUTH 5TH AVE	NY LTANKS	Lower	1532, 0.290, East
112	RESIDENCE	52 SOUTH 12TH AVE	NY LTANKS	Lower	1537, 0.291, NNW
113	DAYCARE/SCHOOL	103 WEST 2ND STREET	NY LTANKS	Higher	1542, 0.292, North
114	ECKERT MTG	230 SOUTH 5TH AVE	NY LTANKS	Higher	1546, 0.293, NE
115	RESIDENCE	254 SOUTH 2ND ST	NY LTANKS	Higher	1574, 0.298, NW
AB116	CECIL PARKER HIGH SC	461 SOUTH 6TH STREET	NY LTANKS	Lower	1590, 0.301, ESE
AB117	PARKER SCHOOL	461 SOUTH 6 AVE	NY LTANKS	Lower	1590, 0.301, ESE

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Z118	REAL ESTATE TTF	47 SOUTH 14TH AVE	NY LTANKS, NY Spills	Higher	1649, 0.312, NNW
AA119	PRIVATE RESIDENCE	4323 DEREIMER	NY LTANKS	Lower	1649, 0.312, SSW
AC120	MACADONIA TOWERS	150 SOUTH 5TH AVE	NY LTANKS	Higher	1654, 0.313, NE
AC121	MACEDONIA TOWERS	150 SOUTH 5 AVE	NY LTANKS	Higher	1654, 0.313, NE
Y122	RESIDENCE	36 SOUTH 11TH AVE	NY LTANKS	Lower	1701, 0.322, NNW
123	NIOSA RESIDENCE	37 SOUTH 11TH AVE	NY LTANKS, NY Spills	Higher	1708, 0.323, NNW
124	SPILL NUMBER 0000353	773 CRANFORD AV	NY LTANKS	Higher	1718, 0.325, WNW
125	SPILL NUMBER 0209614	743 EAST 243RD STREE	NY LTANKS, NY Spills	Higher	1726, 0.327, NW
126	WEBB RESID	33 SOUTH 12 AVE	NY LTANKS	Lower	1752, 0.332, NNW
AD127	THORNTON SCHOOL	121 SOUTH 6TH AVE	NY LTANKS	Lower	1761, 0.334, NNE
AD128	THORNTON SCHOOL	121 SOUTH 6TH AVE AN	NY LTANKS	Lower	1761, 0.334, NNE
AC129	ABANDONED RESIDENCE	153 SOUTH 5TH AVE	NY LTANKS	Higher	1777, 0.337, NE
AE130	INTARAKANHANG RESIDE	27 SOUTH 13TH AVE	NY LTANKS	Lower	1798, 0.341, NNW
AF131	MILIO APARTMENT BUIL	5 WEST FOURTH ST	NY LTANKS	Higher	1807, 0.342, ENE
AF132	RESIDENCE	5 WEST 4TH STREET	NY LTANKS	Higher	1807, 0.342, ENE
AE133	SOOMAROO HOME	30-32 SOUTH 13TH AVE	NY LTANKS	Higher	1808, 0.342, NNW
AG134	ATLAS TRUCKING	234 FOURTH AVE	NY LTANKS	Higher	1815, 0.344, NE
135	SPILL NUMBER 9802080	39-10 SETON AVENUE	NY LTANKS	Higher	1873, 0.355, SSE
136	GRACE BAPTIST CHURCH	70 SOUTH 6TH AVE	NY LTANKS, NY Spills	Lower	1875, 0.355, NNE
AF137	SPILL NUMBER 8601725	4TH AVE & 4TH ST	NY LTANKS	Higher	1890, 0.358, ENE
138	MT. CARMEL SCHOOL	19 SOUTH 10TH AVE	NY LTANKS	Higher	1900, 0.360, North
AD139	WASHINGTON SCHOOL	SOUTH SIXTH AVE	NY LTANKS	Lower	1906, 0.361, NNE
AG140	PBS	225 SOUTH FOURTH AVE	NY LTANKS	Higher	1931, 0.366, NE
141	BAKKER SERVICE STATI	750 EAST 241ST STREE	NY LTANKS, NY UST	Higher	1945, 0.368, West
AH142	APT. BLDG. TTF	4303 BAYCHESTER AVE	NY LTANKS	Lower	1982, 0.375, SSW
AH143	CLOSED-LACKOF RECENT	43028 BAYCHESTER DR	NY LTANKS	Lower	2007, 0.380, SW
AI144	GORDON RESIDENCE	604 SOUTH 8 AVE	NY LTANKS	Higher	2055, 0.389, SE
145	SACRED HEART	115 S 5TH AVE	NY LTANKS	Lower	2056, 0.389, NNE
AH146	APT COMPLEX	4233 BAYCHESTER AVE	NY LTANKS	Lower	2065, 0.391, SSW
147	SANFORD BLVD REALTY	2 WEST SANFORD BLVD	NY LTANKS, NY Spills	Lower	2082, 0.394, ESE
148	CLOSED-LACKOF RECENT	4233 BAYCHESTER AVEN	NY LTANKS	Lower	2086, 0.395, SSW
AJ149	RIVERTOWNS GMAC REAL	246 SOUTH 3RD AVE	NY LTANKS	Higher	2089, 0.396, ENE
AI150	ASBURY METHODIST CHU	58 WEST 7TH ST	NY LTANKS	Higher	2091, 0.396, SE
151	WESLEY HOME	426 SOUTH 3RD AVE	NY LTANKS	Lower	2117, 0.401, East
AK152	APARTMENT BUILDING T	715- 723 CRANFORD AV	NY LTANKS	Higher	2163, 0.410, WNW
153	WESTHAB	125 SOUTH 4TH AVE	NY LTANKS, NY Spills	Higher	2171, 0.411, NE
154	WASTE OIL UST	236 WEST 1ST STREET	NY LTANKS	Higher	2176, 0.412, NW
155	4770 WHITE PLAINS RD	4770 WHITE PLAINS RD	NY LTANKS	Higher	2181, 0.413, WNW
AL156	PATHMARK SHOPPING CE	3RD AVE & 3RD STREET	NY LTANKS	Higher	2197, 0.416, NE

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157	BELL ATLANTIC	45 SOUTH SIXTH AVE	NY LTANKS	Lower	2199, 0.416, NNE
158	4143 MURDOCK AVE	4143 MURDOCK AVE	NY LTANKS	Lower	2217, 0.420, South
AJ159	EAST 4TH ST/ SOUTH 3	257 SOUTH 3RD AVE	NY LTANKS, NY Spills	Higher	2222, 0.421, ENE
AM160	S & S GASOLINE	171 WEST FIRST STREE	NY LTANKS	Higher	2241, 0.424, NNW
AM161	GAS STATION	171 WEST 1ST ST	NY LTANKS, NY Spills	Higher	2241, 0.424, NNW
AM162	VIN & LARRY'S SERVIC	193 WEST 1ST ST	NY LTANKS	Higher	2252, 0.427, NNW
163	BATTISTA RESIDENCE	126 KINGS BRIDGE RD	NY LTANKS	Higher	2266, 0.429, SSE
164	PVT DWELLING	447 SOUTH 3RD AVE	NY LTANKS	Lower	2298, 0.435, ESE
AN165	SUNOCO	215 WEST 1ST ST	NY LTANKS	Higher	2307, 0.437, NNW
AN166	MT VERNON FUEL TERMI	215 WEST FIRST ST	NY LTANKS	Higher	2307, 0.437, NNW
AK167	ENCLAVE ON 241ST STR	714 EAST 241 STREET	NY BROWNFIELDS	Higher	2344, 0.444, West
AO168	COMMUNITY HOUSING IN	29 EAST 4TH STREET	NY LTANKS	Higher	2347, 0.445, ENE
AO169	COMMUNITY HOUSING IN	30 EAST 4TH STREET	NY LTANKS	Higher	2360, 0.447, ENE
AL170	SAS GAZ, LLC	158-160 SOUTH 2ND AV	NY LTANKS	Higher	2394, 0.453, NE
AL171	TANK FAILURE	158-160 SOUTH 2ND AV	NY LTANKS	Higher	2394, 0.453, NE
172	SPILL NUMBER 0110880	144 SOUTH 2ND AVE	NY LTANKS	Higher	2461, 0.466, NE
173	REAL ESTATE - TTF	229 SOUTH 2ND AVE	NY LTANKS	Higher	2486, 0.471, ENE
174	PHILOS REALTY CORP	57-59 FOURTH AVE	NY LTANKS	Lower	2487, 0.471, NNE
AP175	SIMMS PROPERTY	266 S. FIRST AVE	NY LTANKS	Higher	2615, 0.495, ENE
AP176	CUSTOMER RESIDENCE	250 SOUTH FIRST AVE	NY LTANKS	Higher	2629, 0.498, ENE
177	YURI BAPTIST TABERNA	110 SOUTH 2ND AVE	NY LTANKS	Higher	2633, 0.499, NE
178	FRANCISCAN MISSION	274 WEST LINCOLN AVE	NY LTANKS	Higher	2635, 0.499, NNW
AQ179	BYRD RESIDENCE	352 SOUTH FIRST AVE	NY LTANKS	Lower	2635, 0.499, East
AQ180	BYRD TTF	352 SOUTH FIRST AVE	NY LTANKS	Lower	2635, 0.499, East
181	RED DEVIL PAINT-OFF-	30 NORTH WEST STREET	NY SHWS, NY VCP, NY BROWNFIELDS	Lower	4171, 0.790, NNW
182	SIGNO TRADING CORP.	1 LYON PLACE	NY SHWS	Lower	4454, 0.844, ENE
183	NAVAL IND. RESRV PLA		FUDS	Lower	4509, 0.854, West
184	PPG INDUSTRIES INC	716 S COLUMBUS AVE	SEMS, CORRACTS, RCRA-LQG, US AIRS, NJ MANIFEST	Lower	4887, 0.926, ESE
185	4125-4149 LACONIA AV	4125-4149 LACONIA AV	NY SHWS, NY BROWNFIELDS	Lower	4916, 0.931, SSW
186	SPRAYLAT CORP.	716 SOUTH COLUMBUS A	NY SHWS, NY LTANKS, NY Spills, NY AIRS, NY...	Lower	4991, 0.945, ESE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL ..... National Priority List
Proposed NPL ..... Proposed National Priority List Sites
NPL LIENS ..... Federal Superfund Liens

Lists of Federal Delisted NPL sites

Delisted NPL ..... National Priority List Deletions

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY ..... Federal Facility Site Information listing

Lists of Federal RCRA TSD facilities

RCRA-TSDF ..... RCRA - Treatment, Storage and Disposal

Lists of Federal RCRA generators

RCRA-SQG ..... RCRA - Small Quantity Generators

Federal institutional controls / engineering controls registries

LUCIS ..... Land Use Control Information System
US ENG CONTROLS ..... Engineering Controls Sites List
US INST CONTROLS ..... Institutional Controls Sites List

Federal ERNS list

ERNS ..... Emergency Response Notification System

Lists of state and tribal landfills and solid waste disposal facilities

NY SWF/LF ..... Facility Register

Lists of state and tribal leaking storage tanks

INDIAN LUST ..... Leaking Underground Storage Tanks on Indian Land

NY HIST LTANKS..... Listing of Leaking Storage Tanks

Lists of state and tribal registered storage tanks

FEMA UST..... Underground Storage Tank Listing
NY CBS UST..... Chemical Bulk Storage Database
NY MOSF UST..... Major Oil Storage Facilities Database
NY MOSF..... Major Oil Storage Facility Site Listing
NY CBS..... Chemical Bulk Storage Site Listing
NY CBS AST..... Chemical Bulk Storage Database
NY MOSF AST..... Major Oil Storage Facilities Database
INDIAN UST..... Underground Storage Tanks on Indian Land
NY TANKS..... Storage Tank Faciliy Listing

State and tribal institutional control / engineering control registries

NY RES DECL..... Restrictive Declarations Listing
NY ENG CONTROLS..... Registry of Engineering Controls
NY INST CONTROL..... Registry of Institutional Controls

Lists of state and tribal voluntary cleanup sites

INDIAN VCP..... Voluntary Cleanup Priority Listing

Lists of state and tribal brownfield sites

NY ERP..... Environmental Restoration Program Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

NY SWTIRE..... Registered Waste Tire Storage & Facility List
NY SWRCY..... Registered Recycling Facility List
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
ODI..... Open Dump Inventory
IHS OPEN DUMPS..... Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL..... Delisted National Clandestine Laboratory Register
NY DEL SHWS..... Delisted Registry Sites
US CDL..... National Clandestine Laboratory Register
NY PFAS..... PFAS Contamination Site Location Listing

Local Lists of Registered Storage Tanks

NY HIST UST..... Historical Petroleum Bulk Storage Database
NY HIST AST..... Historical Petroleum Bulk Storage Database

EXECUTIVE SUMMARY

Local Land Records

NY LIENS	Spill Liens Information
LIENS 2	CERCLA Lien Information

Records of Emergency Release Reports

HMIRS	Hazardous Materials Information Reporting System
NY Hist Spills	SPILLS Database
NY SPILLS 90	SPILLS 90 data from FirstSearch
NY SPILLS 80	SPILLS 80 data from FirstSearch

Other Ascertainable Records

DOD	Department of Defense Sites
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR	Financial Assurance Information
EPA WATCH LIST	EPA WATCH LIST
2020 COR ACTION	2020 Corrective Action Program List
TSCA	Toxic Substances Control Act
TRIS	Toxic Chemical Release Inventory System
SSTS	Section 7 Tracking Systems
ROD	Records Of Decision
RMP	Risk Management Plans
RAATS	RCRA Administrative Action Tracking System
PRP	Potentially Responsible Parties
PADS	PCB Activity Database System
ICIS	Integrated Compliance Information System
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS	Material Licensing Tracking System
COAL ASH DOE	Steam-Electric Plant Operation Data
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
FUSRAP	Formerly Utilized Sites Remedial Action Program
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites
US MINES	Mines Master Index File
ABANDONED MINES	Abandoned Mines
DOCKET HWC	Hazardous Waste Compliance Docket Listing
UXO	Unexploded Ordnance Sites
FUELS PROGRAM	EPA Fuels Program Registered Listing
NY COAL ASH	Coal Ash Disposal Site Listing
NY DRYCLEANERS	Registered Drycleaners
NY E DESIGNATION	E DESIGNATION SITE LISTING
NY Financial Assurance	Financial Assurance Information Listing
NY HSWDS	Hazardous Substance Waste Disposal Site Inventory
NY VAPOR REOPENED	Vapor Intrusion Legacy Site List
NY UIC	Underground Injection Control Wells

EXECUTIVE SUMMARY

NY COOLING TOWERS..... Registered Cooling Towers
NY LEAD..... Lead-based Paint Testing Results
MINES MRDS..... Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR Hist Cleaner..... EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

NY RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List
NY RGA LF..... Recovered Government Archive Solid Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

A review of the SEMS-ARCHIVE list, as provided by EDR, and dated 04/27/2022 has revealed that there is 1 SEMS-ARCHIVE site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
SIGNO TRADING/MOUNT	208 SOUTH 14TH ST	NW 1/8 - 1/4 (0.167 mi.)	R65	112

EXECUTIVE SUMMARY

Site ID: 0202400
EPA Id: NYD982181331

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS: CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity.

A review of the CORRACTS list, as provided by EDR, and dated 02/28/2022 has revealed that there is 1 CORRACTS site within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
PPG INDUSTRIES INC EPA ID:: NYD000631960	***716 S COLUMBUS AVE***	***ESE 1/2 - 1 (0.926 mi.)***	***184***	***316***

Lists of Federal RCRA generators

RCRA-VSQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

A review of the RCRA-VSQG list, as provided by EDR, and dated 02/28/2022 has revealed that there are 2 RCRA-VSQG sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MOUNT VERNON CITY OF EPA ID:: NYR000126326	***250 S 6TH AVE***	***NE 1/8 - 1/4 (0.242 mi.)***	***X99***	***179***

Lower Elevation	Address	Direction / Distance	Map ID	Page
CON EDISON POLE: 21	4359 MURDOCK AVE	SSW 1/8 - 1/4 (0.208 mi.)	78	145

Lists of state- and tribal hazardous waste facilities

NY SHWS: The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data come from the Department of Environmental Conservation's Inactive Hazardous waste Disposal Sites in New York State.

A review of the NY SHWS list, as provided by EDR, and dated 02/08/2022 has revealed that there are 5 NY SHWS sites within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
SIGNO TRADING INTERN Site Code: 56075	200-208 SOUTH 14TH A	NW 1/8 - 1/4 (0.172 mi.)	R68	121
RED DEVIL PAINT-OFF- Site Code: 57674 Class Code: Significant threat to the public health or environment - action required.	***30 NORTH WEST STREET***	***NNW 1/2 - 1 (0.790 mi.)***	***181***	***300***
SIGNO TRADING CORP. Site Code: 57516	1 LYON PLACE	ENE 1/2 - 1 (0.844 mi.)	182	315
4125-4149 LACONIA AV Site Code: 587754	***4125-4149 LACONIA AV***	***SSW 1/2 - 1 (0.931 mi.)***	***185***	***357***
SPRAYLAT CORP. Site Code: 58269	***716 SOUTH COLUMBUS A***	***ESE 1/2 - 1 (0.945 mi.)***	***186***	***363***

Lists of state and tribal leaking storage tanks

NY LTANKS: Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills

A review of the NY LTANKS list, as provided by EDR, and dated 03/15/2022 has revealed that there are 107 NY LTANKS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BENJAMIN LEVISTER TO Spill Number/Closed Date: 0401881 / 2005-04-28 Site ID: 197792 Spill Date: 2004-05-20	***1 EASTCHESTER LANE B***	***0 - 1/8 (0.000 mi.)***	***A1***	***8***
SPILL NUMBER 0109741 Spill Number/Closed Date: 0109741 / 2002-02-01 Site ID: 86413 Spill Date: 2002-01-08	148 WEST 4TH ST	NE 0 - 1/8 (0.036 mi.)	C7	19
MACEDONIA BAPTIST CH Spill Number/Closed Date: 1012992 / 2011-08-25 Site ID: 447293 Spill Date: 2011-03-30	141 SOUTH 9TH AVE	N 1/8 - 1/4 (0.187 mi.)	72	130
CORNACHIO - TTF Spill Number/Closed Date: 1507112 / 2017-04-10 Site ID: 514570 Spill Date: 2015-10-06	146 VISTA PLACE	NW 1/8 - 1/4 (0.230 mi.)	95	173
DOLES CENTER Spill Number/Closed Date: 0102469 / 2003-02-03 Site ID: 170566 Spill Date: 2001-05-26	250 SOUTH 6TH AVE	NE 1/8 - 1/4 (0.242 mi.)	X100	184
GILCHRIST RESIDENCE Spill Number/Closed Date: 9404307 / 1995-02-13 Spill Number/Closed Date: 9404091 / 1995-11-21 Site ID: 182171	233 SOUTH 6TH AVE.	NE 1/4 - 1/2 (0.266 mi.)	X102	187

Site ID: 316843 Spill Date: 1994-01-29				
PRIVATE HOME Spill Number/Closed Date: 0505119 / 2012-08-15 Site ID: 350079 Spill Date: 2005-07-28	245 SOUTH 6TH AVE	NE 1/4 - 1/2 (0.267 mi.)	X103	189
PVT DWELLING Spill Number/Closed Date: 1010899 / 2011-03-03 Site ID: 444517 Spill Date: 2011-01-25	58 SOUTH 13TH AVE	NNW 1/4 - 1/2 (0.282 mi.)	Z108	194
DAYCARE/SCHOOL Spill Number/Closed Date: 1104468 / 2011-10-12 Site ID: 452076 Spill Date: 2011-07-21	103 WEST 2ND STREET	N 1/4 - 1/2 (0.292 mi.)	113	199
ECKERT MTG Spill Number/Closed Date: 9307056 / 1993-10-26 Spill Number/Closed Date: 9308322 / 2006-04-03 Site ID: 299038 Site ID: 299039 Spill Date: 1993-09-09 Spill Date: 1993-10-08	230 SOUTH 5TH AVE	NE 1/4 - 1/2 (0.293 mi.)	114	200
RESIDENCE Spill Number/Closed Date: 9711496 / 1998-01-14 Site ID: 119122 Spill Date: 1998-01-13	254 SOUTH 2ND ST	NW 1/4 - 1/2 (0.298 mi.)	115	203
REAL ESTATE TTF Spill Number/Closed Date: 1203664 / 2013-12-02 Site ID: 466500 Spill Date: 2012-07-13	***47 SOUTH 14TH AVE***	***NNW 1/4 - 1/2 (0.312 mi.)***	***Z118***	***206***
MACADONIA TOWERS Spill Number/Closed Date: 9508965 / 1996-01-03 Spill Number/Closed Date: 9510850 / 2004-02-20 Site ID: 73041 Site ID: 73042 Spill Date: 1995-10-20 Spill Date: 1995-11-28	150 SOUTH 5TH AVE	NE 1/4 - 1/2 (0.313 mi.)	AC120	210
MACEDONIA TOWERS Spill Number/Closed Date: 1202645 / 2012-07-27 Site ID: 465418 Spill Date: 2012-06-15	150 SOUTH 5 AVE	NE 1/4 - 1/2 (0.313 mi.)	AC121	212
NIOSA RESIDENCE Spill Number/Closed Date: 0911563 / 2012-09-04 Site ID: 424383 Spill Date: 2010-01-28	***37 SOUTH 11TH AVE***	***NNW 1/4 - 1/2 (0.323 mi.)***	***123***	***214***
SPILL NUMBER 0000353 Spill Number/Closed Date: 0000353 / 2000-04-10 Site ID: 100967 Spill Date: 2000-04-09	773 CRANFORD AV	WNW 1/4 - 1/2 (0.325 mi.)	124	217
SPILL NUMBER 0209614 Spill Number/Closed Date: 0209614 / 2003-11-13 Site ID: 269505	***743 EAST 243RD STREE***	***NW 1/4 - 1/2 (0.327 mi.)***	***125***	***218***

Spill Date: 2002-12-19				
ABANDONED RESIDENCE Spill Number/Closed Date: 0407034 / 2006-02-03 Site ID: 217345 Spill Date: 2004-09-23	153 SOUTH 5TH AVE	NE 1/4 - 1/2 (0.337 mi.)	AC129	225
MILIO APARTMENT BUIL Spill Number/Closed Date: 1108281 / 2013-01-08 Site ID: 456004 Spill Date: 2011-09-28	5 WEST FOURTH ST	ENE 1/4 - 1/2 (0.342 mi.)	AF131	227
RESIDENCE Spill Number/Closed Date: 0306908 / 2010-07-29 Site ID: 95505 Spill Date: 2003-09-30	5 WEST 4TH STREET	ENE 1/4 - 1/2 (0.342 mi.)	AF132	228
SOOMAROO HOME Spill Number/Closed Date: 0511933 / 2006-02-21 Site ID: 358177 Spill Date: 2006-01-17	30-32 SOUTH 13TH AVE	NNW 1/4 - 1/2 (0.342 mi.)	AE133	229
ATLAS TRUCKING Spill Number/Closed Date: 8602555 / 1986-07-18 Site ID: 77260 Spill Date: 1986-07-18	234 FOURTH AVE	NE 1/4 - 1/2 (0.344 mi.)	AG134	230
SPILL NUMBER 9802080 Spill Number/Closed Date: 9802080 / 2003-03-03 Site ID: 196990 Spill Date: 1998-05-18	39-10 SETON AVENUE	SSE 1/4 - 1/2 (0.355 mi.)	135	231
SPILL NUMBER 8601725 Spill Number/Closed Date: 8601725 / 1986-10-01 Site ID: 71102 Spill Date: 1986-06-12	4TH AVE & 4TH ST	ENE 1/4 - 1/2 (0.358 mi.)	AF137	235
MT. CARMEL SCHOOL Spill Number/Closed Date: 9401284 / 1994-05-05 Site ID: 233592 Spill Date: 1994-04-22	19 SOUTH 10TH AVE	N 1/4 - 1/2 (0.360 mi.)	138	236
PBS Spill Number/Closed Date: 0412834 / 2005-04-30 Site ID: 338437 Spill Date: 2005-03-08	225 SOUTH FOURTH AVE	NE 1/4 - 1/2 (0.366 mi.)	AG140	238
BAKKER SERVICE STATI Spill Number/Closed Date: 9713470 / 2005-12-08 Site ID: 64276 Spill Date: 1989-02-13	***750 EAST 241ST STREE***	***W 1/4 - 1/2 (0.368 mi.)***	***141***	***239***
GORDON RESIDENCE Spill Number/Closed Date: 9004240 / 1990-08-01 Site ID: 308934 Spill Date: 1990-07-17	604 SOUTH 8 AVE	SE 1/4 - 1/2 (0.389 mi.)	AI144	248
RIVERTOWNS GMAC REAL Spill Number/Closed Date: 0801840 / 2009-11-13 Site ID: 397873 Spill Date: 2008-05-16	246 SOUTH 3RD AVE	ENE 1/4 - 1/2 (0.396 mi.)	AJ149	257
ASBURY METHODIST CHU	58 WEST 7TH ST	SE 1/4 - 1/2 (0.396 mi.)	AI150	259

Spill Number/Closed Date: 9803827 / 1998-10-21 Site ID: 223421 Spill Date: 1998-06-25				
APARTMENT BUILDING T Spill Number/Closed Date: 1012603 / 2011-11-09 Site ID: 446779 Spill Date: 2011-03-17	715- 723 CRANFORD AV	WNW 1/4 - 1/2 (0.410 mi.)	AK152	261
WESTHAB Spill Number/Closed Date: 0306911 / 2004-12-13 Site ID: 325212 Spill Date: 2003-09-30	***125 SOUTH 4TH AVE***	***NE 1/4 - 1/2 (0.411 mi.)***	***153***	***262***
WASTE OIL UST Spill Number/Closed Date: 1215886 / 2013-04-15 Site ID: 479221 Spill Date: 2013-02-26	236 WEST 1ST STREET	NW 1/4 - 1/2 (0.412 mi.)	154	264
4770 WHITE PLAINS RD Spill Number/Closed Date: 9108616 / 1997-10-03 Site ID: 69373 Spill Date: 1991-11-11	4770 WHITE PLAINS RD	WNW 1/4 - 1/2 (0.413 mi.)	155	266
PATHMARK SHOPPING CE Spill Number/Closed Date: 9303129 / 1994-12-08 Site ID: 124850 Spill Date: 1993-06-09	3RD AVE & 3RD STREET	NE 1/4 - 1/2 (0.416 mi.)	AL156	267
EAST 4TH ST/ SOUTH 3 Spill Number/Closed Date: 0306921 / 2004-02-06 Site ID: 304183 Spill Date: 2003-09-30	***257 SOUTH 3RD AVE***	***ENE 1/4 - 1/2 (0.421 mi.)***	***AJ159***	***270***
S & S GASOLINE Spill Number/Closed Date: 9407288 / 1994-09-13 Site ID: 260460 Spill Date: 1994-08-30	171 WEST FIRST STREE	NNW 1/4 - 1/2 (0.424 mi.)	AM160	272
GAS STATION Spill Number/Closed Date: 9601252 / 1996-04-24 Site ID: 181244 Spill Date: 1996-04-24	***171 WEST 1ST ST***	***NNW 1/4 - 1/2 (0.424 mi.)***	***AM161***	***274***
VIN & LARRY'S SERVIC Spill Number/Closed Date: 9511250 / 2007-09-28 Site ID: 105079 Spill Date: 1995-12-07	193 WEST 1ST ST	NNW 1/4 - 1/2 (0.427 mi.)	AM162	276
BATTISTA RESIDENCE Spill Number/Closed Date: 0310632 / 2004-03-23 Site ID: 85003 Spill Date: 2003-12-15	126 KINGS BRIDGE RD	SSE 1/4 - 1/2 (0.429 mi.)	163	277
SUNOCO Spill Number/Closed Date: 1002937 / 2010-07-29 Site ID: 436134 Spill Date: 2010-06-15	215 WEST 1ST ST	NNW 1/4 - 1/2 (0.437 mi.)	AN165	280
MT VERNON FUEL TERMI Spill Number/Closed Date: 8902406 / 1989-06-12 Site ID: 69638 Spill Date: 1989-06-08	215 WEST FIRST ST	NNW 1/4 - 1/2 (0.437 mi.)	AN166	281
COMMUNITY HOUSING IN	29 EAST 4TH STREET	ENE 1/4 - 1/2 (0.445 mi.)	AO168	285

Spill Number/Closed Date: 0401815 / 2004-07-07 Site ID: 192137 Spill Date: 2004-05-19				
COMMUNITY HOUSING IN Spill Number/Closed Date: 0401816 / 2004-07-07 Site ID: 97917 Spill Date: 2004-05-19	30 EAST 4TH STREET	ENE 1/4 - 1/2 (0.447 mi.)	AO169	286
SAS GAZ, LLC Spill Number/Closed Date: 2006426 / Not Reported Site ID: 612261 Spill Date: 2020-10-14	158-160 SOUTH 2ND AV	NE 1/4 - 1/2 (0.453 mi.)	AL170	288
TANK FAILURE Spill Number/Closed Date: 2005848 / Not Reported Site ID: 611653 Spill Date: 2020-09-28	158-160 SOUTH 2ND AV	NE 1/4 - 1/2 (0.453 mi.)	AL171	289
SPILL NUMBER 0110880 Spill Number/Closed Date: 0110880 / 2002-09-18 Site ID: 251211 Spill Date: 2002-02-14	144 SOUTH 2ND AVE	NE 1/4 - 1/2 (0.466 mi.)	172	290
REAL ESTATE - TTF Spill Number/Closed Date: 1510061 / Not Reported Site ID: 520713 Spill Date: 2016-01-08	229 SOUTH 2ND AVE	ENE 1/4 - 1/2 (0.471 mi.)	173	291
SIMMS PROPERTY Spill Number/Closed Date: 9404847 / 1994-09-13 Site ID: 231266 Spill Date: 1993-01-15	266 S. FIRST AVE	ENE 1/4 - 1/2 (0.495 mi.)	AP175	293
CUSTOMER RESIDENCE Spill Number/Closed Date: 8908727 / 1989-12-05 Site ID: 140958 Spill Date: 1989-12-04	250 SOUTH FIRST AVE	ENE 1/4 - 1/2 (0.498 mi.)	AP176	294
YURI BAPTIST TABERNA Spill Number/Closed Date: 9512032 / 1995-12-23 Site ID: 147332 Spill Date: 1995-12-23	110 SOUTH 2ND AVE	NE 1/4 - 1/2 (0.499 mi.)	177	296
FRANCISCAN MISSION Spill Number/Closed Date: 0111124 / 2005-03-26 Site ID: 240574 Spill Date: 2002-02-22	274 WEST LINCOLN AVE	NNW 1/4 - 1/2 (0.499 mi.)	178	297

Lower Elevation	Address	Direction / Distance	Map ID	Page
4471 MUNDY LANE Spill Number/Closed Date: 9515651 / 1996-03-06 Site ID: 316301 Spill Date: 1996-03-06	4471 MUNDY LANE	NNW 0 - 1/8 (0.004 mi.)	C3	14
SHEPARD RESIDENCE Spill Number/Closed Date: 9411193 / 1995-03-08 Site ID: 276889 Spill Date: 1994-10-25	11 BUSHNELL PLACE	SE 0 - 1/8 (0.034 mi.)	D6	18
MILE SQUARE TRANSPOR	***215 SOUTH 11TH AVE***	***N 0 - 1/8 (0.045 mi.)***	***E12***	***27***

Spill Number/Closed Date: 0712401 / 2010-08-09 Site ID: 394009 Spill Date: 2008-02-25				
SPILL NUMBER 0108741	***4409 MONTICELLO AV***	***SSW 0 - 1/8 (0.094 mi.)***	***I26***	***43***
Spill Number/Closed Date: 0108741 / 2003-12-08 Site ID: 208764 Spill Date: 2001-12-01				
CONSTRUCTION YARD	***215 SOUTH 13TH AVE***	***NW 0 - 1/8 (0.096 mi.)***	***K36***	***64***
Spill Number/Closed Date: 9213195 / 1993-06-15 Site ID: 193336 Spill Date: 1993-02-26				
TAYLOR RES	446 SOUTH 10TH AVE	SSE 0 - 1/8 (0.112 mi.)	O49	80
Spill Number/Closed Date: 0411603 / 2005-01-30 Site ID: 336845 Spill Date: 2005-01-28				
SPILL NUMBER 0104230	149 SOUTH 11TH AVE	N 0 - 1/8 (0.121 mi.)	53	87
Spill Number/Closed Date: 0104230 / 2001-12-13 Site ID: 267526 Spill Date: 2001-07-20				
TANK	***445 SOUTH 10TH STREE***	***SE 0 - 1/8 (0.125 mi.)***	***O55***	***90***
Spill Number/Closed Date: 0604904 / 2006-12-19 Site ID: 367982 Spill Date: 2006-07-31				
PARKING LOT ADJACENT	453 SOUTH 11TH AVE	SSE 1/8 - 1/4 (0.130 mi.)	O58	98
Spill Number/Closed Date: 9713845 / 1998-03-16 Site ID: 322145 Spill Date: 1998-03-14				
MT VERNON HEALTH CEN	107 WEST 4TH ST	ENE 1/8 - 1/4 (0.138 mi.)	N60	99
Spill Number/Closed Date: 9702188 / 2004-04-13 Spill Number/Closed Date: 9702191 / 2004-03-30 Spill Number/Closed Date: 8708781 / 1988-05-05 Spill Number/Closed Date: 9600217 / 1996-04-04 Site ID: 258648 Site ID: 258649 Site ID: 161953 Site ID: 278987 Spill Date: 1997-05-20 Spill Date: 1988-01-14 Spill Date: 1996-04-04				
BRATTON RESIDENCE	4635 11TH AVE	SSE 1/8 - 1/4 (0.152 mi.)	P62	108
Spill Number/Closed Date: 9101104 / 1991-08-20 Site ID: 316576 Spill Date: 1991-04-26				
OELRICH - TTF	458 SOUTH 11TH AVE	SSE 1/8 - 1/4 (0.160 mi.)	P64	110
Spill Number/Closed Date: 1404639 / 2014-08-25 Site ID: 498040 Spill Date: 2014-07-30				
REAL ESTATE - TTF	438 SOUTH 8TH AVE	SE 1/8 - 1/4 (0.171 mi.)	67	118
Spill Number/Closed Date: 1511531 / 2016-09-15 Site ID: 523289 Spill Date: 2016-03-02				
TANK IN ALLEYWAY	151 SOUTH FOURTEENTH	NW 1/8 - 1/4 (0.174 mi.)	S70	128

Spill Number/Closed Date: 9209038 / 1992-11-17 Site ID: 257901 Spill Date: 1992-11-04				
PRIVATE RESIDENCE Spill Number/Closed Date: 1109879 / 2014-11-05 Site ID: 457668 Spill Date: 2011-11-07	144 SOUTH 13TH AVE	NW 1/8 - 1/4 (0.175 mi.)	S71	129
SCOTT GAS STATION Spill Number/Closed Date: 9103026 / 2005-01-10 Spill Number/Closed Date: 0410949 / 2007-03-05 Site ID: 199328 Site ID: 336052 Spill Date: 1991-06-17 Spill Date: 2005-01-07	***140 WEST SANDFORD BO***	***SSE 1/8 - 1/4 (0.192 mi.)***	***T73***	***131***
SCORE S/S Spill Number/Closed Date: 9103204 / 1991-06-21 Site ID: 104529 Spill Date: 1991-06-17	140 HANFORD AVE	SSE 1/8 - 1/4 (0.193 mi.)	T75	142
SPILL NUMBER 0208622 Spill Number/Closed Date: 0400425 / 2004-04-22 Site ID: 86823 Spill Date: 2004-03-30	***240 7TH AVE***	***NE 1/8 - 1/4 (0.193 mi.)***	***U76***	***143***
SPILL NUMBER 0106905 Spill Number/Closed Date: 0106905 / 2001-10-03 Site ID: 123624 Spill Date: 2001-10-03	120 SOUTH 13TH AVE	NNW 1/8 - 1/4 (0.223 mi.)	92	170
LIGHTHOUSE CHURCH Spill Number/Closed Date: 0501001 / 2005-04-25 Site ID: 344119 Spill Date: 2005-04-24	452 S 7TH AVE	SE 1/8 - 1/4 (0.228 mi.)	93	171
BASEMENT Spill Number/Closed Date: 0611843 / 2007-03-01 Site ID: 376570 Spill Date: 2007-01-25	520 SOUTH 10TH AVE	SSE 1/8 - 1/4 (0.229 mi.)	T94	172
3RD ST. FIRE HOUSE Spill Number/Closed Date: 9303089 / 1993-07-16 Site ID: 110555 Spill Date: 1993-06-08	50 WEST 3RD STREET	NNE 1/8 - 1/4 (0.230 mi.)	W97	175
MT VERNON BOYS AND G Spill Number/Closed Date: 0306680 / 2006-11-13 Spill Number/Closed Date: 0509619 / 2006-11-13 Site ID: 327000 Site ID: 355425 Spill Date: 2003-09-24 Spill Date: 2005-11-10	***350 SOUTH 6TH AVE***	***E 1/8 - 1/4 (0.240 mi.)***	***98***	***176***
SPILL NUMBER 0013234 Spill Number/Closed Date: 0013234 / 2001-03-19 Site ID: 106041 Spill Date: 2001-03-19	412 SOUTH 6TH AVE	ESE 1/8 - 1/4 (0.245 mi.)	101	186
SPILL NUMBER 0201841 Spill Number/Closed Date: 0201841 / 2003-12-15	4222 MONTICELLO AVE	S 1/4 - 1/2 (0.269 mi.)	104	190

Site ID: 207688 Spill Date: 2001-11-24				
APARTMENTS Spill Number/Closed Date: 9710334 / 1997-12-09 Site ID: 169859 Spill Date: 1997-12-09	2066 PITMAN AV	SSW 1/4 - 1/2 (0.273 mi.)	105	191
PRIVATE RSIDENCE Spill Number/Closed Date: 0404255 / 2004-07-21 Site ID: 93235 Spill Date: 2004-07-21	337 SOUTH 6TH AVE	E 1/4 - 1/2 (0.275 mi.)	106	192
SPILL NUMBER 0207081 Spill Number/Closed Date: 0207081 / 2002-10-09 Site ID: 79672 Spill Date: 2002-10-09	56 SOUTH 11TH AVE	NNW 1/4 - 1/2 (0.278 mi.)	Y107	193
THORTON HOME Spill Number/Closed Date: 0503170 / 2005-06-15 Site ID: 347725 Spill Date: 2005-06-15	114 SOUTH 7TH AVE	NNE 1/4 - 1/2 (0.282 mi.)	109	195
SPILL NUMBER 0000154 Spill Number/Closed Date: 0000154 / 2000-05-18 Site ID: 288783 Spill Date: 2000-04-04	4334 DEREIMER AVE	SSW 1/4 - 1/2 (0.282 mi.)	AA110	196
SEABOARD OIL CO. Spill Number/Closed Date: 8709129 / 1988-01-29 Site ID: 287670 Spill Date: 1988-01-26	360 SOUTH 5TH AVE	E 1/4 - 1/2 (0.290 mi.)	111	197
RESIDENCE Spill Number/Closed Date: 0310256 / 2004-04-20 Site ID: 255380 Spill Date: 2003-12-03	52 SOUTH 12TH AVE	NNW 1/4 - 1/2 (0.291 mi.)	112	198
CECIL PARKER HIGH SC Spill Number/Closed Date: 9212062 / 1993-01-25 Site ID: 68906 Spill Date: 1993-01-22	461 SOUTH 6TH STREET	ESE 1/4 - 1/2 (0.301 mi.)	AB116	204
PARKER SCHOOL Spill Number/Closed Date: 8801580 / 1989-01-12 Site ID: 302020 Spill Date: 1988-05-20	461 SOUTH 6 AVE	ESE 1/4 - 1/2 (0.301 mi.)	AB117	205
PRIVATE RESIDENCE Spill Number/Closed Date: 1008083 / Not Reported Site ID: 441552 Spill Date: 2010-11-01	4323 DEREIMER	SSW 1/4 - 1/2 (0.312 mi.)	AA119	209
RESIDENCE Spill Number/Closed Date: 0409498 / 2004-11-23 Site ID: 334327 Spill Date: 2004-11-23	36 SOUTH 11TH AVE	NNW 1/4 - 1/2 (0.322 mi.)	Y122	213
WEBB RESID Spill Number/Closed Date: 8909241 / 1989-12-21 Site ID: 299962 Spill Date: 1989-12-20	33 SOUTH 12 AVE	NNW 1/4 - 1/2 (0.332 mi.)	126	221
THORNTON SCHOOL	121 SOUTH 6TH AVE	NNE 1/4 - 1/2 (0.334 mi.)	AD127	222

Spill Number/Closed Date: 0308053 / 2004-02-17 Site ID: 213038 Spill Date: 2003-10-30				
THORNTON SCHOOL Spill Number/Closed Date: 9813262 / 2004-04-30 Site ID: 307872 Spill Date: 1999-01-28	121 SOUTH 6TH AVE AN	NNE 1/4 - 1/2 (0.334 mi.)	AD128	223
INTARAKANHANG RESIDE Spill Number/Closed Date: 9100698 / 1991-06-27 Site ID: 244518 Spill Date: 1991-02-20	27 SOUTH 13TH AVE	NNW 1/4 - 1/2 (0.341 mi.)	AE130	226
GRACE BAPTIST CHURCH Spill Number/Closed Date: 8602687 / 1987-10-14 Site ID: 109974 Spill Date: 1986-05-10	***70 SOUTH 6TH AVE***	***NNE 1/4 - 1/2 (0.355 mi.)***	***136***	***232***
WASHINGTON SCHOOL Spill Number/Closed Date: 8801578 / 1989-01-11 Site ID: 139358 Spill Date: 1988-05-20	SOUTH SIXTH AVE	NNE 1/4 - 1/2 (0.361 mi.)	AD139	237
APT. BLDG. TTF Spill Number/Closed Date: 0610275 / 2006-12-11 Spill Number/Closed Date: 0910019 / 2015-10-22 Site ID: 374672 Site ID: 422757 Spill Date: 2006-12-10 Spill Date: 2009-12-09	4303 BAYCHESTER AVE	SSW 1/4 - 1/2 (0.375 mi.)	AH142	244
CLOSED-LACKOF RECENT Spill Number/Closed Date: 8704761 / 2003-03-03 Site ID: 330542 Spill Date: 1987-09-08	43028 BAYCHESTER DR	SW 1/4 - 1/2 (0.380 mi.)	AH143	247
SACRED HEART Spill Number/Closed Date: 8703469 / 1987-10-21 Site ID: 153824 Spill Date: 1987-07-28	115 S 5TH AVE	NNE 1/4 - 1/2 (0.389 mi.)	145	249
APT COMPLEX Spill Number/Closed Date: 9806698 / 2013-11-08 Site ID: 110833 Spill Date: 1998-08-31	4233 BAYCHESTER AVE	SSW 1/4 - 1/2 (0.391 mi.)	AH146	250
SANFORD BLVD REALTY Spill Number/Closed Date: 9002573 / 1990-06-06 Site ID: 166239 Spill Date: 1990-06-05	***2 WEST SANFORD BLVD***	***ESE 1/4 - 1/2 (0.394 mi.)***	***147***	***252***
CLOSED-LACKOF RECENT Spill Number/Closed Date: 8910595 / 2003-03-06 Site ID: 197046 Spill Date: 1990-02-06	4233 BAYCHESTER AVEN	SSW 1/4 - 1/2 (0.395 mi.)	148	256
WESLEY HOME Spill Number/Closed Date: 0802493 / 2013-06-27 Site ID: 398639 Spill Date: 2008-06-04	426 SOUTH 3RD AVE	E 1/4 - 1/2 (0.401 mi.)	151	260
BELL ATLANTIC	45 SOUTH SIXTH AVE	NNE 1/4 - 1/2 (0.416 mi.)	157	268

Spill Number/Closed Date: 9610456 / 2000-09-07 Site ID: 192982 Spill Date: 1996-11-20				
4143 MURDOCK AVE	4143 MURDOCK AVE	S 1/4 - 1/2 (0.420 mi.)	158	269
Spill Number/Closed Date: 9212943 / 1995-08-07 Site ID: 127951 Spill Date: 1993-02-18				
PVT DWELLING	447 SOUTH 3RD AVE	ESE 1/4 - 1/2 (0.435 mi.)	164	278
Spill Number/Closed Date: 0900343 / 2009-08-31 Site ID: 412271 Spill Date: 2009-04-09				
PHILOS REALTY CORP	57-59 FOURTH AVE	NNE 1/4 - 1/2 (0.471 mi.)	174	292
Spill Number/Closed Date: 9308707 / 1994-01-03 Site ID: 135284 Spill Date: 1993-10-18				
BYRD RESIDENCE	352 SOUTH FIRST AVE	E 1/4 - 1/2 (0.499 mi.)	AQ179	298
Spill Number/Closed Date: 1205293 / 2013-05-31 Site ID: 468220 Spill Date: 2012-08-24				
BYRD TTF	352 SOUTH FIRST AVE	E 1/4 - 1/2 (0.499 mi.)	AQ180	299
Spill Number/Closed Date: 1205698 / 2017-01-23 Site ID: 468663 Spill Date: 2012-09-07				

Lists of state and tribal registered storage tanks

NY UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database

A review of the NY UST list, as provided by EDR, has revealed that there are 4 NY UST sites within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
FAAD REALTY CORP	***215 SOUTH 11TH AVENU***	***N 0 - 1/8 (0.045 mi.)***	***E11***	***23***
Database: WESTCHESTER CO. UST, Date of Government Version: 02/04/2022 Status: 3. Closed - Removed Id/Status:: 3-493562 Site Status: Active				
MOUNT VERNON NEIGHBO	107 WEST FOURTH STRE	ENE 1/8 - 1/4 (0.138 mi.)	N59	99
Database: WESTCHESTER CO. UST, Date of Government Version: 02/04/2022				
ULTIMATE GAS	140 WEST SANDFORD BO	SSE 1/8 - 1/4 (0.192 mi.)	T74	136
Database: WESTCHESTER CO. UST, Date of Government Version: 02/04/2022 Status: 3. Closed - Removed Status: 1. In-Service Id/Status:: 3-600408 Site Status: Active				
THIRD STREET FIREHOU	50 WEST THIRD STREET	NNE 1/8 - 1/4 (0.230 mi.)	W96	175
Database: WESTCHESTER CO. UST, Date of Government Version: 02/04/2022				

EXECUTIVE SUMMARY

NY AST: The Aboveground Storage Tank database contains registered ASTs. The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database.

A review of the NY AST list, as provided by EDR, has revealed that there are 2 NY AST sites within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
FAAD REALTY CORP	***215 SOUTH 11TH AVENU***	***N 0 - 1/8 (0.045 mi.)***	***E11***	***23***
Database: WESTCHESTER CO. AST, Date of Government Version: 02/04/2022 Status: 3. Closed - Removed Status: 1. In-Service PBS Number: 3-493562				
LLOYD'S AUTO REPAIR	80 WEST SANDFORD BOU	SE 1/8 - 1/4 (0.209 mi.)	79	147
Database: WESTCHESTER CO. AST, Date of Government Version: 02/04/2022 Status: 1. In-Service PBS Number: 3-800775				

Lists of state and tribal voluntary cleanup sites

NY VCP: Voluntary Cleanup Agreements. The voluntary remedial program uses private monies to get contaminated sites remediated to levels allowing for the sites' productive use. The program covers virtually any kind of site and contamination.

A review of the NY VCP list, as provided by EDR, has revealed that there is 1 NY VCP site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CE - MT.VERNON MGP	334-360 SOUTH 8TH AV	E 1/8 - 1/4 (0.156 mi.)	Q63	109
Database: VCP, Date of Government Version: 02/08/2022 Site Code: 57102				

Lists of state and tribal brownfield sites

NY BROWNFIELDS: Brownfields Site List

A review of the NY BROWNFIELDS list, as provided by EDR, and dated 02/08/2022 has revealed that there is 1 NY BROWNFIELDS site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ENCLAVE ON 241ST STR	714 EAST 241 STREET	W 1/4 - 1/2 (0.444 mi.)	AK167	282
Site Code: 503675				

ADDITIONAL ENVIRONMENTAL RECORDS

Records of Emergency Release Reports

NY Spills: Data collected on spills reported to NYSDEC. is required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

A review of the NY Spills list, as provided by EDR, and dated 03/15/2022 has revealed that there are 38 NY Spills sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
POLE 35 Spill Number/Closed Date: 1405350 / 2014-08-19 Site ID: 498774 Spill Date: 2014-08-16	244 SOUTH 10TH AVE	N 0 - 1/8 (0.037 mi.)	A8	20
PRIVATE HOME Spill Number/Closed Date: 0706263 / 2010-11-18 Site ID: 386748 Spill Date: 2007-09-04	9 BUSHNELL PLACE	ESE 0 - 1/8 (0.040 mi.)	D9	21
RESIDENCE Spill Number/Closed Date: 9410032 / 1994-10-28 Site ID: 295172 Spill Date: 1994-10-27	245 SOUTH 10TH AVE	NNE 0 - 1/8 (0.062 mi.)	19	36
MANHOLE 656 Spill Number/Closed Date: 0505927 / 2006-05-01 Site ID: 351032 Spill Date: 2005-08-13	10 AVE / 3RD ST	N 0 - 1/8 (0.096 mi.)	J29	51
MANHOLE #10811 Spill Number/Closed Date: 9908252 / 1999-10-07 Site ID: 64466 Spill Date: 1999-10-07	10TH AVE & WEST 3RD	N 0 - 1/8 (0.096 mi.)	J33	60
MANHOLE 10810 Spill Number/Closed Date: 9908246 / 1999-10-12 Site ID: 174659 Spill Date: 1999-10-07	WEST 1ST ST & 10TH A	N 0 - 1/8 (0.096 mi.)	J34	61
MANHOLE 13638 Spill Number/Closed Date: 9908249 / 1999-10-07 Spill Number/Closed Date: 0104776 / 2001-08-06 Site ID: 244579 Site ID: 81675 Spill Date: 1999-10-07 Spill Date: 2001-08-02	10TH AVE WEST 1ST ST	N 0 - 1/8 (0.096 mi.)	J35	62
CASTRO / SLOMINS Spill Number/Closed Date: 1407651 / 2015-11-18 Site ID: 501179 Spill Date: 2014-10-24	212 SOUTH 9 AVE	NNE 0 - 1/8 (0.100 mi.)	L37	67
SMITH RESIDENCE Spill Number/Closed Date: 9307083 / 1993-09-13 Site ID: 311990	212 SOUTH 9TH AVE	NNE 0 - 1/8 (0.100 mi.)	L38	69

Spill Date: 1993-09-10

Lower Elevation	Address	Direction / Distance	Map ID	Page
VALVE BOX FOR A 24 Spill Number/Closed Date: 1602005 / 2016-05-27 Site ID: 527396 Spill Date: 2016-05-27	MUNDY LANE AND WEST	0 - 1/8 (0.000 mi.)	B2	13
25972 CON ED UNDERGR Spill Number/Closed Date: 1108824 / 2011-10-13 Site ID: 456569 Spill Date: 2011-10-13	146 WEST 5TH ST	SSE 0 - 1/8 (0.022 mi.)	B5	17
ARIEL JOINT Spill Number/Closed Date: 0204070 / 2002-07-19 Site ID: 75959 Spill Date: 2002-07-18	140 WEST 5TH ST	SE 0 - 1/8 (0.042 mi.)	B10	22
MILE SQUARE TRANSPOR Spill Number/Closed Date: 0210699 / 2003-02-28 Site ID: 64286 Spill Date: 2003-01-24	***215 SOUTH 11TH AVE***	***N 0 - 1/8 (0.045 mi.)***	***E12***	***27***
BAYLOR RESIDENCE Spill Number/Closed Date: 9101538 / 1991-05-15 Site ID: 302953 Spill Date: 1991-05-07	217 S. 12TH AVE.	NNW 0 - 1/8 (0.048 mi.)	F13	30
MANHOLE 10812 CON ED Spill Number/Closed Date: 1408124 / 2014-11-06 Site ID: 501676 Spill Date: 2014-11-06	5TH ST AND SOUTH 10T	SE 0 - 1/8 (0.050 mi.)	G15	32
MANHOLE 10812 Spill Number/Closed Date: 9908300 / 1999-10-08 Site ID: 216452 Spill Date: 1999-10-08	5TH ST & 10TH ST	SE 0 - 1/8 (0.050 mi.)	G16	33
209 11TH AVE Spill Number/Closed Date: 0104760 / 2001-08-06 Site ID: 78608 Spill Date: 2001-08-02	TBD BUS COMPANY	NNW 0 - 1/8 (0.052 mi.)	E17	34
VIOLET HINDS Spill Number/Closed Date: 1009869 / 2015-09-01 Site ID: 443446 Spill Date: 2010-12-15	425 MUNDY LANE	SSE 0 - 1/8 (0.061 mi.)	H18	35
SOIL Spill Number/Closed Date: 1604533 / 2016-08-15 Site ID: 531044 Spill Date: 2016-08-04	130 WEST 5TH ST	SE 0 - 1/8 (0.066 mi.)	G20	37
420 SOUTH 10TH AVE Spill Number/Closed Date: 0806708 / 2008-09-15 Site ID: 403997 Spill Date: 2008-09-15	420 SOUTH 10TH AVE	SSE 0 - 1/8 (0.067 mi.)	H21	38
RESIDENCE Spill Number/Closed Date: 1909561 / 2020-02-07 Site ID: 600166	4410 MONTICELLO AVE	SSW 0 - 1/8 (0.069 mi.)	I22	39

Spill Date: 2020-01-06				
150 WEST 3RD STREET	150 WEST 3RD STREET	NNW 0 - 1/8 (0.071 mi.)	E23	40
Spill Number/Closed Date: 9614823 / 1997-09-22 Site ID: 167276 Spill Date: 1997-03-25				
DAVID - UST	354 SOUTH 9TH AVE	ESE 0 - 1/8 (0.092 mi.)	G25	42
Spill Number/Closed Date: 1511229 / 2016-05-06 Site ID: 522966 Spill Date: 2016-02-23				
SPILL NUMBER 0108741	***4409 MONTICELLO AV***	***SSW 0 - 1/8 (0.094 mi.)***	***I26***	***43***
Spill Number/Closed Date: 0107951 / 2006-02-15 Spill Number/Closed Date: 1404312 / 2014-08-19 Site ID: 156363 Site ID: 497702 Spill Date: 2001-10-31 Spill Date: 2014-07-21				
CONSTRUCTION YARD	***215 SOUTH 13TH AVE***	***NW 0 - 1/8 (0.096 mi.)***	***K36***	***64***
Spill Number/Closed Date: 0110112 / 2004-12-02 Site ID: 193335 Spill Date: 2002-01-21				
INTERSECTION	WEST 5TH ST & SOUTH	ESE 0 - 1/8 (0.101 mi.)	M39	70
Spill Number/Closed Date: 0304180 / 2003-07-22 Site ID: 152088 Spill Date: 2003-07-21				
SPILL NUMBER 0006508	WEST 5TH ST/SOUTH 9T	ESE 0 - 1/8 (0.101 mi.)	M40	71
Spill Number/Closed Date: 0006508 / 2000-08-31 Site ID: 130461 Spill Date: 2000-08-31				
SPILL NUMBER 9607799	WEST 5TH ST/SOUTH 9T	ESE 0 - 1/8 (0.101 mi.)	M41	72
Spill Number/Closed Date: 9607799 / 1996-09-21 Site ID: 119560 Spill Date: 1996-09-21				
INTERSECTION	WEST 5TH ST/SOUTH 9T	ESE 0 - 1/8 (0.101 mi.)	M42	73
Spill Number/Closed Date: 0304181 / 2003-07-22 Spill Number/Closed Date: 0304182 / 2003-07-22 Site ID: 158595 Site ID: 158596 Spill Date: 2003-07-21				
POLE 6	WEST 5TH ST/SOUTH 9T	ESE 0 - 1/8 (0.101 mi.)	M43	75
Spill Number/Closed Date: 9902674 / 1999-06-08 Site ID: 261913 Spill Date: 1999-06-08				
POLE W8	212 W 3RD ST & S 12	NNW 0 - 1/8 (0.102 mi.)	K44	76
Spill Number/Closed Date: 9906244 / 1999-08-25 Site ID: 300375 Spill Date: 1999-08-25				
AERIAL CABLE POLE #7	4TH ST & 9TH AVE	NE 0 - 1/8 (0.106 mi.)	N45	77
Spill Number/Closed Date: 9902579 / 1999-06-09 Site ID: 274327 Spill Date: 1999-06-06				
POLE 7	212 WEST 3RD STREET	NW 0 - 1/8 (0.109 mi.)	K47	78

Spill Number/Closed Date: 0802353 / 2008-06-02 Site ID: 398472 Spill Date: 2008-05-30				
POLE 9635 Spill Number/Closed Date: 0913503 / 2010-04-27 Site ID: 426451 Spill Date: 2010-03-23	2105 NEREID AVE	SSW 0 - 1/8 (0.112 mi.)	I48	79
SPILL NUMBER 0310013 Spill Number/Closed Date: 0310013 / 2003-11-25 Site ID: 331175 Spill Date: 2003-11-25	351 SOUTH 9TH STREET	ESE 0 - 1/8 (0.118 mi.)	M50	82
PRIVATE DWELLING Spill Number/Closed Date: 1205140 / 2015-08-07 Site ID: 468061 Spill Date: 2012-08-21	912 CRANFORD AVE	WNW 0 - 1/8 (0.119 mi.)	51	83
CON ED MGP SITE (V00 Spill Number/Closed Date: 2004742 / Not Reported Site ID: 610497 Spill Date: 2020-08-24	103 WEST 5TH ST	ESE 0 - 1/8 (0.125 mi.)	M54	88
TANK Spill Number/Closed Date: 0507695 / 2006-12-19 Site ID: 353156 Spill Date: 2005-09-27	***445 SOUTH 10TH STREE***	***SE 0 - 1/8 (0.125 mi.)***	***O55***	***90***

Other Ascertainable Records

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 02/28/2022 has revealed that there are 13 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BENJAMIN LEVISTER TO EPA ID:: NYR000035006	***1 EASTCHESTER LANE B***	***0 - 1/8 (0.000 mi.)***	***A1***	***8***
CON EDISON MANHOLE: EPA ID:: NYP004388146	***W 3RD AVE & 10TH AVE***	***N 0 - 1/8 (0.096 mi.)***	***J27***	***46***
CON EDISON MANHOLE 6 EPA ID:: NYP004239669	***W 3RD ST & S 10TH AV***	***N 0 - 1/8 (0.096 mi.)***	***J31***	***54***

Lower Elevation	Address	Direction / Distance	Map ID	Page
CON EDISON EPA ID:: NYP004158234	***209 W 3RD ST***	***NNW 0 - 1/8 (0.120 mi.)***	***K52***	***84***
CON EDISON TRANSFORM EPA ID:: NYP004231262	***3RD ST & 9TH AVE***	***NNE 1/8 - 1/4 (0.130 mi.)***	***L57***	***94***
INTERBRASS INC	***217 W 3RD ST***	***NW 1/8 - 1/4 (0.140 mi.)***	***K61***	***103***

EPA ID:: NYD991304262				
RICHARDS PARENT & MU EPA ID:: NYD001533777	***206 S 14TH AVE***	***NW 1/8 - 1/4 (0.167 mi.)***	***R66***	***114***
SIGNO TRADING INTL-U EPA ID:: NYD981873672	***200-208 S 14TH AVE***	***NW 1/8 - 1/4 (0.172 mi.)***	***R69***	***124***
CON EDISON GAS DRIP EPA ID:: NYP004143509	4400 WILDER AVE GAS	SW 1/8 - 1/4 (0.213 mi.)	V81	150
CON EDISON EPA ID:: NYP004744421	***201 S 7TH AVE FRONT***	***NE 1/8 - 1/4 (0.213 mi.)***	***U82***	***152***
CON EDISON EPA ID:: NYP004741609	***3RD ST & S 7TH AVE***	***NNE 1/8 - 1/4 (0.218 mi.)***	***W85***	***158***
CON EDISON EPA ID:: NYP004809202	***W 3RD ST & 7TH AVE***	***NNE 1/8 - 1/4 (0.218 mi.)***	***W87***	***161***
CON EDISON EPA ID:: NYP004830796	W 3RD ST & 7TH AVE	NNE 1/8 - 1/4 (0.218 mi.)	W89	165

FUDS: The Listing includes locations of Formerly Used Defense Sites Properties where the US Army Corps Of Engineers is actively working or will take necessary cleanup actions.

A review of the FUDS list, as provided by EDR, and dated 12/01/2021 has revealed that there is 1 FUDS site within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
NAVAL IND. RESRV PLA		W 1/2 - 1 (0.854 mi.)	183	316

NY MANIFEST: Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

A review of the NY MANIFEST list, as provided by EDR, and dated 01/01/2019 has revealed that there are 17 NY MANIFEST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BENJAMIN LEVISTER TO EPA ID: NYR000035006	***1 EASTCHESTER LANE B***	***0 - 1/8 (0.000 mi.)***	***A1***	***8***
CON EDISON MANHOLE: EPA ID: NYP004388146	***W 3RD AVE & 10TH AVE***	***N 0 - 1/8 (0.096 mi.)***	***J27***	***46***
CON EDISON EPA ID: NYP004686929	W 3RD ST & S 10TH AV	N 0 - 1/8 (0.096 mi.)	J28	50
CON EDISON EPA ID: NYP004692695	W 3RD ST & 10TH AVE	N 0 - 1/8 (0.096 mi.)	J30	52
CON EDISON MANHOLE 6 EPA ID: NYP004239669	***W 3RD ST & S 10TH AV***	***N 0 - 1/8 (0.096 mi.)***	***J31***	***54***
CON EDISON EPA ID: NYP004692398	S 10TH AVE & W 3RD S	N 0 - 1/8 (0.096 mi.)	J32	58
MOUNT VERNON CITY OF EPA ID: NYR000126326	***250 S 6TH AVE***	***NE 1/8 - 1/4 (0.242 mi.)***	***X99***	***179***

Lower Elevation	Address	Direction / Distance	Map ID	Page
CONSOLIDATED EDISON	149 W 5TH ST	SSE 0 - 1/8 (0.005 mi.)	B4	15

EPA ID: NYP004253894				
CONSOLIDATED EDISON EPA ID: NYP004100574	W 5TH ST & 10TH AVE	SE 0 - 1/8 (0.050 mi.)	G14	31
CONSOLIDATED EDISON EPA ID: NYP004038386	W 4TH ST & S 9TH AVE	NE 0 - 1/8 (0.106 mi.)	N46	78
CON EDISON EPA ID: NYP004158234	***209 W 3RD ST***	***NNW 0 - 1/8 (0.120 mi.)***	***K52***	***84***
CON EDISON TRANSFORM EPA ID: NYP004231262	***3RD ST & 9TH AVE***	***NNE 1/8 - 1/4 (0.130 mi.)***	***L57***	***94***
RICHARDS PARENT & MU EPA ID: NYD001533777	***206 S 14TH AVE***	***NW 1/8 - 1/4 (0.167 mi.)***	***R66***	***114***
SIGNO TRADING INTL-U EPA ID: NYD981873672	***200-208 S 14TH AVE***	***NW 1/8 - 1/4 (0.172 mi.)***	***R69***	***124***
CONSOLIDATED EDISON EPA ID: NYP004143509	4400 WILDER AVE	SW 1/8 - 1/4 (0.213 mi.)	V80	148
CON EDISON EPA ID: NYP004744421	201 S 7TH AVE FRONT	NE 1/8 - 1/4 (0.213 mi.)	U84	156
CON EDISON EPA ID: NYP004741609	3RD ST & S 7TH AVE	NNE 1/8 - 1/4 (0.218 mi.)	W90	168

NJ MANIFEST: Hazardous waste manifest information.

A review of the NJ MANIFEST list, as provided by EDR, and dated 12/31/2018 has revealed that there are 5 NJ MANIFEST sites within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CON EDISON TRANSFORM EPA Id: NYP004231262	3RD STREET AND 9TH A	NNE 1/8 - 1/4 (0.130 mi.)	L56	92
CON EDISON EPA Id: NYP004744421	201 S 7TH AVE FRONT	NE 1/8 - 1/4 (0.213 mi.)	U83	155
CON EDISON EPA Id: NYP004741609	3RD ST & S 7TH AVE	NNE 1/8 - 1/4 (0.218 mi.)	W86	160
CON EDISON EPA Id: NYP004809202	W 3RD ST & 7TH AVE	NNE 1/8 - 1/4 (0.218 mi.)	W88	164
CON EDISON EPA Id: NYP004830796	W 3RD ST & 7TH AVE	NNE 1/8 - 1/4 (0.218 mi.)	W91	169

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used

whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

A review of the EDR MGP list, as provided by EDR, has revealed that there is 1 EDR MGP site within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CON EDISON - MT. VER	334-360 SOUTH 7TH AV	E 1/8 - 1/4 (0.203 mi.)	Q77	145

EDR Hist Auto: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Auto list, as provided by EDR, has revealed that there is 1 EDR Hist Auto site within approximately 0.125 miles of the target property.

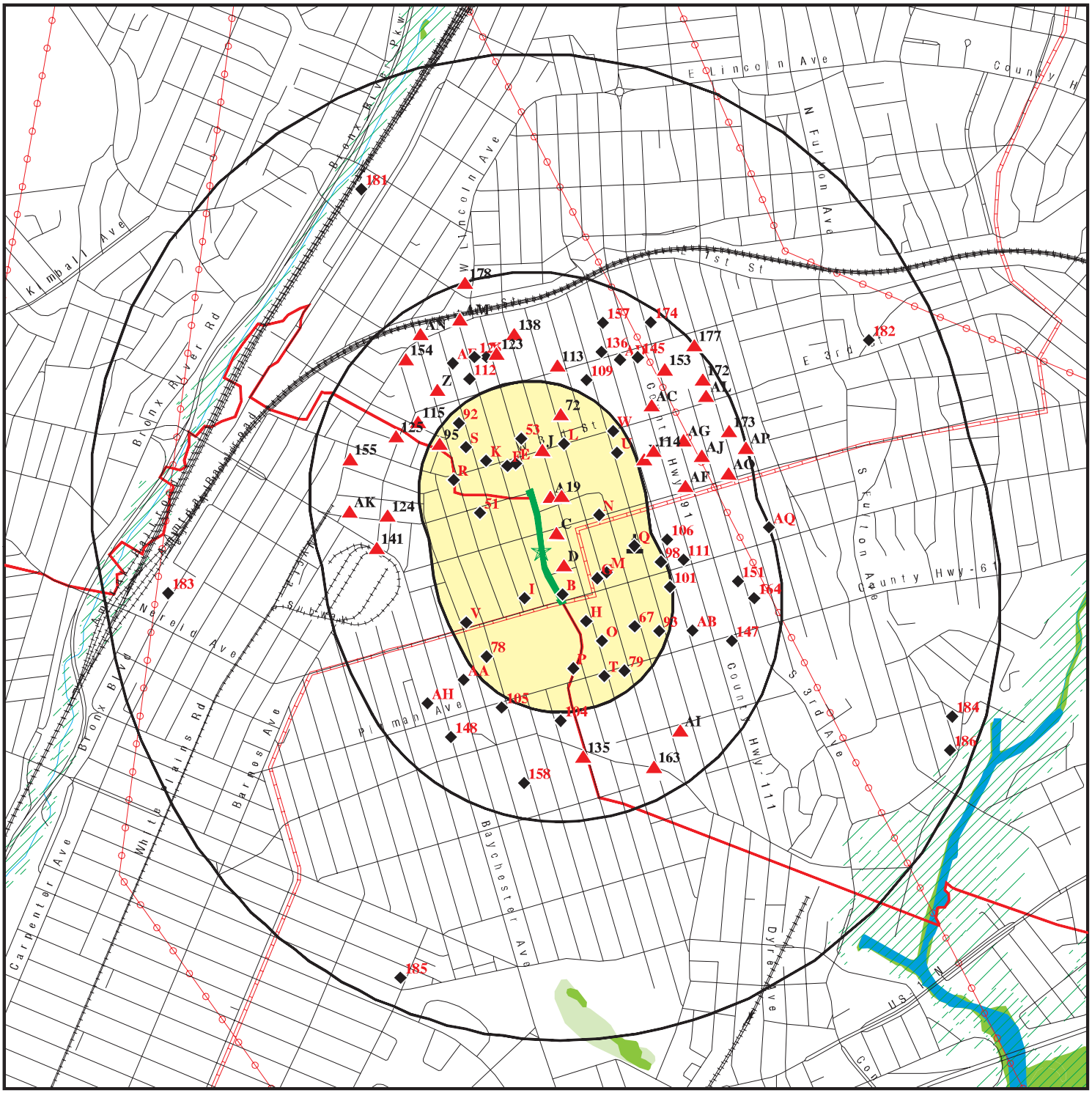
Lower Elevation	Address	Direction / Distance	Map ID	Page
CREEK GAS OUTLET INC	160 W 3RD ST	NNW 0 - 1/8 (0.076 mi.)	F24	41

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 12 records.

Site Name	Database(s)
PRO CLEAN	NY DRYCLEANERS
P & J CLEANERS	NY DRYCLEANERS
CO-OP CITY SOUTH OF BARTOW STREET	NY SWF/LF
SPLIT ROCK	NY SWF/LF
ALLERTON AVE (GIVANS CREEK)	NY SWF/LF
HAFFEN PARK	NY SWF/LF
SOUNDVIEW PARK BY COLGATE AVE	NY SWF/LF
POLICE PISTOL RANGE	NY SWF/LF
ZEREGA AVE, CROSS BRONX EXPWY, WES	NY SWF/LF
GUN HILL ROAD AND BARNES AVE	NY SWF/LF
HUDSON RIVER PKWY SO	NY LTANKS
PRIVATE DWELLING	NY LTANKS

OVERVIEW MAP - 7007952.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

0 1/4 1/2 1 Miles

Indian Reservations BIA

County Boundary

Power transmission lines

Pipelines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	Replacement of Dist Water Main & Sanitary Sewer	CLIENT:	The LiRo Group
ADDRESS:	Mundy Ln. B/C E. 241st St. and Neried Ave. Bronx NY 10466	CONTACT:	Amy Hewson
LAT/LONG:	40.902177 / 73.840926	INQUIRY #:	7007952.2s
		DATE:	June 06, 2022 4:38 pm

HAZ-2

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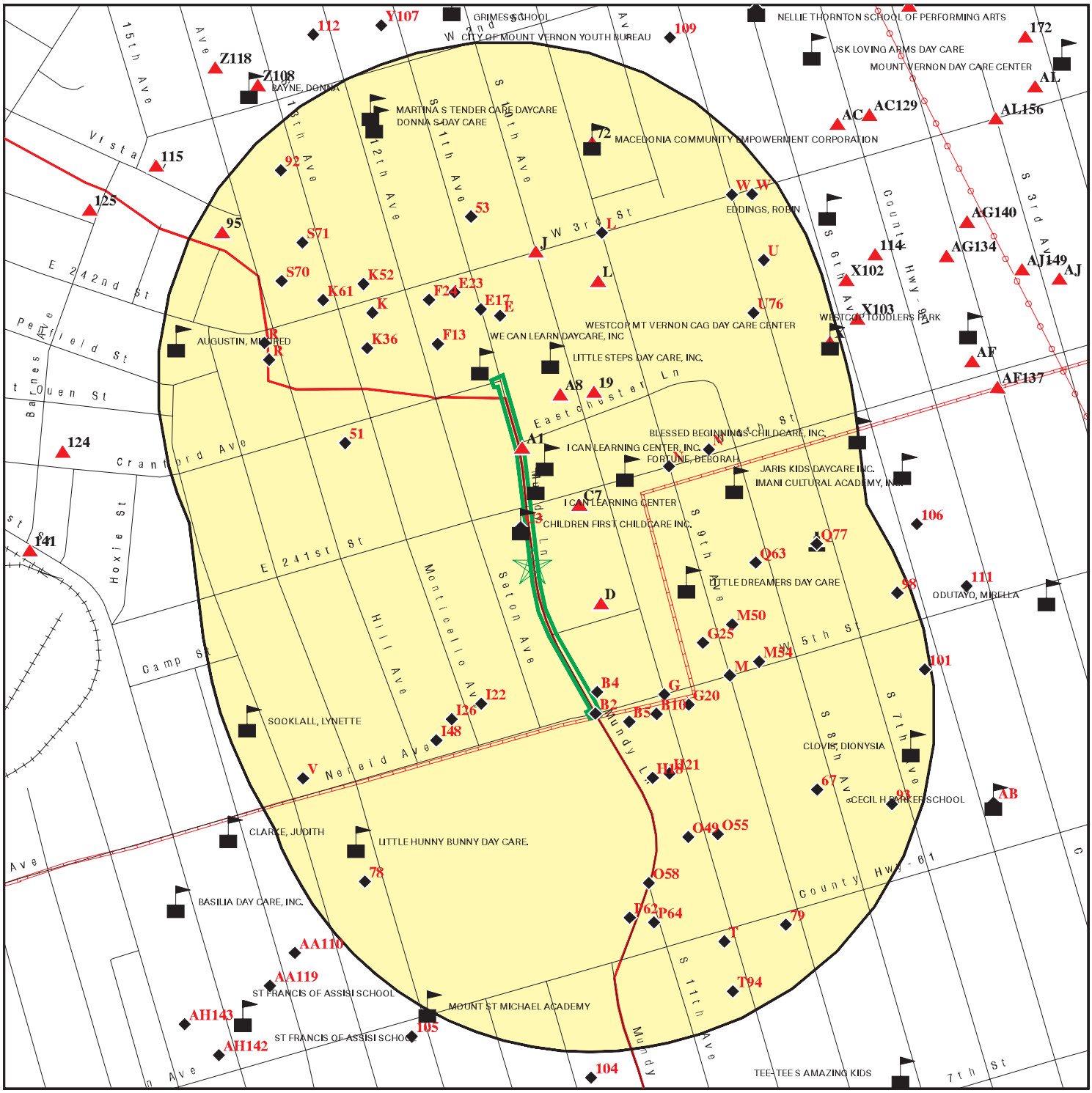
DETAIL MAP - 7007952.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

County Boundary

Power transmission lines

Pipelines

0 1/16 1/8 1/4 Miles

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	Replacement of Dist Water Main & Sanitary Sewer	CLIENT:	The LiRo Group
ADDRESS:	Mundy Ln. B/C E. 241st St. and Neried Ave. Bronx NY 10466	CONTACT:	Amy Hewson
LAT/LONG:	40.902177 / 73.840926	INQUIRY #:	7007952.2s
		DATE:	June 06, 2022 4:39 pm

HAZ-220

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Lists of Federal NPL (Superfund) sites								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Lists of Federal Delisted NPL sites								
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Lists of Federal CERCLA sites with NFRAP								
SEMS-ARCHIVE	0.500		0	1	0	NR	NR	1
Lists of Federal RCRA facilities undergoing Corrective Action								
CORRACTS	1.000		0	0	0	1	NR	1
Lists of Federal RCRA TSD facilities								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA generators								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	2	NR	NR	NR	2
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
Lists of state- and tribal hazardous waste facilities								
NY SHWS	1.000		0	1	0	4	NR	5
Lists of state and tribal landfills and solid waste disposal facilities								
NY SWF/LF	0.500		0	0	0	NR	NR	0
Lists of state and tribal leaking storage tanks								
INDIAN LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NY LTANKS	0.500		10	19	78	NR	NR	107
NY HIST LTANKS	0.500		0	0	0	NR	NR	0
Lists of state and tribal registered storage tanks								
FEMA UST	0.250		0	0	NR	NR	NR	0
NY UST	0.250		1	3	NR	NR	NR	4
NY CBS UST	0.250		0	0	NR	NR	NR	0
NY MOSF UST	0.500		0	0	0	NR	NR	0
NY MOSF	0.500		0	0	0	NR	NR	0
NY CBS	0.250		0	0	NR	NR	NR	0
NY AST	0.250		1	1	NR	NR	NR	2
NY CBS AST	0.250		0	0	NR	NR	NR	0
NY MOSF AST	0.500		0	0	0	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
NY TANKS	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
NY RES DECL	0.125		0	NR	NR	NR	NR	0
NY ENG CONTROLS	0.500		0	0	0	NR	NR	0
NY INST CONTROL	0.500		0	0	0	NR	NR	0
Lists of state and tribal voluntary cleanup sites								
NY VCP	0.500		0	1	0	NR	NR	1
INDIAN VCP	0.500		0	0	0	NR	NR	0
Lists of state and tribal brownfield sites								
NY BROWNFIELDS	0.500		0	0	1	NR	NR	1
NY ERP	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
NY SWTIRE	0.500		0	0	0	NR	NR	0
NY SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
NY DEL SHWS	1.000		0	0	0	0	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
NY PFAS	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Local Lists of Registered Storage Tanks								
NY HIST UST	0.250		0	0	NR	NR	NR	0
NY HIST AST	TP		NR	NR	NR	NR	NR	0
Local Land Records								
NY LIENS	TP		NR	NR	NR	NR	NR	0
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
NY Spills	0.125		38	NR	NR	NR	NR	38
NY Hist Spills	0.125		0	NR	NR	NR	NR	0
NY SPILLS 90	0.125		0	NR	NR	NR	NR	0
NY SPILLS 80	0.125		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		4	9	NR	NR	NR	13
FUDS	1.000		0	0	0	1	NR	1
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UXO	1.000		0	0	0	0	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
NY AIRS	TP		NR	NR	NR	NR	NR	0
NY COAL ASH	0.500		0	0	0	NR	NR	0
NY DRYCLEANERS	0.250		0	0	NR	NR	NR	0
NY E DESIGNATION	0.125		0	NR	NR	NR	NR	0
NY Financial Assurance	TP		NR	NR	NR	NR	NR	0
NY HSWDS	0.500		0	0	0	NR	NR	0
NY MANIFEST	0.250		10	7	NR	NR	NR	17
NJ MANIFEST	0.250		0	5	NR	NR	NR	5
NY SPDES	TP		NR	NR	NR	NR	NR	0
NY VAPOR REOPENED	0.500		0	0	0	NR	NR	0
NY UIC	TP		NR	NR	NR	NR	NR	0
NY COOLING TOWERS	TP		NR	NR	NR	NR	NR	0
NY LEAD	TP		NR	NR	NR	NR	NR	0
MINES MRDS	TP		NR	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	1	0	0	NR	1
EDR Hist Auto	0.125		1	NR	NR	NR	NR	1
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
NY RGA HWS	TP		NR	NR	NR	NR	NR	0
NY RGA LF	TP		NR	NR	NR	NR	NR	0
- Totals --		0	65	50	79	6	0	200

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

A1 **BENJAMIN LEVISTER TOWERS** **NY LTANKS** **1001127896**
1 EASTCHESTER LANE BLDG 233 **RCRA NonGen / NLR** **NYR000035006**
< 1/8 **MOUNT VERNON, NY 10550** **FINDS**
1 ft. **ECHO**
Site 1 of 2 in cluster A **NY MANIFEST**

Relative:
Higher

Actual:
142 ft.

LTANKS:

Name:	LEVISTER TOWERS
Address:	1 EASTCHESTER LANE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0401881 / 2005-04-28
Facility ID:	0401881
Site ID:	197792
Spill Date:	2004-05-20
Spill Cause:	Tank Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WCHD
Referred To:	WESTCHESTER CNTY HEALTH D
Reported to Dept:	2004-05-20
CID:	444
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	2004-05-20
Spill Record Last Update:	2005-05-09
Spiller Name:	CHRISTOPHER BROWN
Spiller Company:	APARTMENT
Spiller Address:	1 EASTCHESTER LANE
Spiller County:	001
Spiller Contact:	CHRISTOPHER BROWN
Spiller Phone:	(845) 454-2544
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	164594
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCHD-BECK 09/01/04: Letter to John Brannan, Builders Group from Frederick Beck WCDOH dated 4Aug2004. Subsurface investigation report has been reviewed. Groundwater samples show contamination above limits. More groundwater sampling is required. Results due by 1Oct2004. 10/29/04: Letter to Christopher Brown, Conrad Geoscience Corp from Frederick Beck Jr., WCDOH dated 14Oct2004. Work plan submitted is satisfactory. 2/04/05: Letter to John Brannan, Builders Group from Frederick Beck Jr., WCDOH dated 6Jan2005. Groundwater Investigation Report by Conrad Geoscience Corp has been reviewed. More GW sampling is required. Submit results to WCDOH by 1Apr2005. 5/4/05: Letter to Eric Johnson, Conrad Geoscience Corp from F Beck Jr., WCDOH dated 28Apr2005. WCDOH requires NFA at this time."
Remarks:	"was an old gas staion at one time and while doing soil tests found some contamination: "

All Materials:

Site ID:	197792
Operable Unit ID:	883732

BENJAMIN LEVISTER TOWERS (Continued) **1001127896**

Operable Unit:	01
Material ID:	493071
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

RCRA NonGen / NLR:

Date Form Received by Agency:	20070101
Handler Name:	BENJAMIN LEVISTER TOWERS
Handler Address:	1 EASTCHESTER LANE BLDG 233
Handler City,State,Zip:	MOUNT VERNON, NY 10550-3709
EPA ID:	NYR000035006
Contact Name:	Not reported
Contact Address:	EASTCHESTER LANE BLDG 4
Contact City,State,Zip:	MOUNT VERNON, NY 10550
Contact Telephone:	Not reported
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	Not reported
EPA Region:	02
Land Type:	Not reported
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R3
Mailing Address:	EASTCHESTER LANE BLDG 4
Mailing City,State,Zip:	MOUNT VERNON, NY 10550
Owner Name:	BENJAMIN LEVISTER TOWERS
Owner Type:	Private
Operator Name:	BENJAMIN LEVISTER TOWERS
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---

BENJAMIN LEVISTER TOWERS (Continued) **1001127896**

Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D000
Waste Description:	Not Defined
Waste Code:	D008
Waste Description:	LEAD

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name:	BENJAMIN LEVISTER TOWERS
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	EASTCHESTER LANE BLDG 4
Owner/Operator City,State,Zip:	MOUNT VERNON, NY 10550
Owner/Operator Telephone:	914-747-0413

BENJAMIN LEVISTER TOWERS (Continued) **1001127896**

Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	BENJAMIN LEVISTER TOWERS
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	EASTCHESTER LANE BLDG 4
Owner/Operator City,State,Zip:	MOUNT VERNON, NY 10550
Owner/Operator Telephone:	914-747-0413
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	BENJAMIN LEVISTER TOWERS
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	EASTCHESTER LANE BLDG 4
Owner/Operator City,State,Zip:	MOUNT VERNON, NY 10550
Owner/Operator Telephone:	914-747-0413
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20060101
Handler Name:	BENJAMIN LEVISTER TOWERS
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070101
Handler Name:	BENJAMIN LEVISTER TOWERS
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19970129
Handler Name:	BENJAMIN LEVISTER TOWERS

BENJAMIN LEVISTER TOWERS (Continued) **1001127896**

Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19990708
Handler Name:	BENJAMIN LEVISTER TOWERS
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110004532033

Click Here:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1001127896
Registry ID:	110004532033
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004532033
Name:	BENJAMIN LEVISTER TOWERS
Address:	1 EASTCHESTER LANE BLDG 233

BENJAMIN LEVISTER TOWERS (Continued) **1001127896**

City,State,Zip: MOUNT VERNON, NY 10550

NY MANIFEST:

Name:	BENJAMIN LEVISTER TOWERS
Address:	1 EASTCHESTER LANE BLDG 233
City,State,Zip:	MOUNT VERNON, NY 10550-3709
Country:	USA
EPA ID:	NYR000035006
Facility Status:	Not reported
Location Address 1:	1 EASTCHESTER LANE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MOUNT VERNON
Location State:	NY
Location Zip:	10550
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYR000035006
Mailing Name:	BENJAMIN LEVISTER TOWERS
Mailing Contact:	PAUL SPECTOR
Mailing Address 1:	EASTCHESTER LANE BUILDING 4
Mailing Address 2:	Not reported
Mailing City:	MOUNT VERNON
Mailing State:	NY
Mailing Zip:	10550
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	9147470413

B2 **VALVE BOX FOR A 24** **NY Spills** **S118705048**
MUNDY LANE AND WEST 5TH STREET **N/A**
< 1/8 **MOUNT VERNON, NY**
1 ft.

Site 1 of 4 in cluster B

Relative: Lower
Actual: 138 ft.

SPILLS:

Name:	VALVE BOX FOR A 24
Address:	MUNDY LANE AND WEST 5TH STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1602005 / 2016-05-27
Facility ID:	1602005
Facility Type:	ER
DER Facility ID:	481559
Site ID:	527396
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6008
Spill Date:	2016-05-27
Investigator:	JBODEE
Referred To:	Not reported
Reported to Dept:	2016-05-27
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial

VALVE BOX FOR A 24 (Continued) **S118705048**

Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2016-05-27
Spill Record Last Update:	2016-06-23
Spiller Name:	RICHARD SLOTE
Spiller Company:	CON ED
Spiller Address:	INTERSECTION OF MUNDY LN AND WEST 5TH STREET
Spiller Company:	999
Contact Name:	ERT DESK
DEC Memo:	"5/27/16: Initial remarks state Spill is contained, clean up is pending test results. ERT Desk has no further info at this time. Emis report will be sent. No DEC action is requires at this time. jod"
Remarks:	"Spill is contained, clean up is pending test results."

All Materials:

Site ID:	527396
Operable Unit ID:	1276253
Operable Unit:	01
Material ID:	2281065
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.25
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

C3 **4471 MUNDY LANE** **NY LTANKS** **S102673309**
NNW **4471 MUNDY LANE** **N/A**
< 1/8 **BRONX, NY**
0.004 mi.
21 ft. **Site 1 of 2 in cluster C**

Relative:
Lower

Actual:
139 ft.

LTANKS:

Name:	4471 MUNDY LANE
Address:	4471 MUNDY LANE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9515651 / 1996-03-06
Facility ID:	9515651
Site ID:	316301
Spill Date:	1996-03-06
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	SMMARTIN
Referred To:	Not reported
Reported to Dept:	1996-03-06
CID:	266
Water Affected:	Not reported

4471 MUNDY LANE (Continued) **S102673309**

Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1996-03-06
Spill Record Last Update:	1996-03-25
Spiller Name:	VENTURA PASION
Spiller Company:	PETRO IN ASTORIA
Spiller Address:	3616 19TH AVENUE
Spiller County:	001
Spiller Contact:	AGATHA JOSEPH
Spiller Phone:	(718) 325-7506
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	255012
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was MARTINKAT "
Remarks:	"TANK OVERFILL. 1 PINT ONTO CONCRETE. CLEANED UP."

All Materials:

Site ID:	316301
Operable Unit ID:	1026730
Operable Unit:	01
Material ID:	355772
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	1.00
Oxygenate:	Not reported

B4 **CONSOLIDATED EDISON** **NY MANIFEST** **S112140618**
SSE **149 W 5TH ST** **N/A**
< 1/8 **MOUNT VERNON, NY 10550**
0.005 mi.
26 ft. **Site 2 of 4 in cluster B**

Relative:
Lower

Actual:
139 ft.

NY MANIFEST:

Name:	CONSOLIDATED EDISON
Address:	149 W 5TH ST
City,State,Zip:	MOUNT VERNON, NY 10550
Country:	USA
EPA ID:	NYP004253894
Facility Status:	Not reported
Location Address 1:	149 W 5TH ST
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MOUNT VERNON
Location State:	NY
Location Zip:	10550
Location Zip 4:	Not reported

CONSOLIDATED EDISON (Continued) **S112140618**

NY MANIFEST:

EPAID:	NYP004253894
Mailing Name:	CONSOLIDATED EDISON
Mailing Contact:	TOM TEELING
Mailing Address 1:	4 IRVING PLACE - 15TH FLOOR
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124603770

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD006982359
Trans2 State ID:	Not reported
Generator Ship Date:	05/28/2012
Trans1 Recv Date:	05/28/2012
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	05/29/2012
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004253894
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NYD980593636
TSDF ID 2:	Not reported
Manifest Tracking Number:	003207152FLE
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H141
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	100
Units:	K - Kilograms (2.2 pounds)
Number of Containers:	2
Container Type:	DM - Metal drums, barrels
Handling Method:	L Landfill.
Specific Gravity:	1
Waste Code:	Not reported

CONSOLIDATED EDISON (Continued) **S112140618**

Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	B007
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

B5 **25972 CON ED UNDERGROUND** **NY Spills** **S111317790**
SSE **146 WEST 5TH ST** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.022 mi.
115 ft. **Site 3 of 4 in cluster B**

Relative:
Lower

Actual:
137 ft.

SPILLS:

Name:	25972 CON ED UNDERGROUND
Address:	146 WEST 5TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1108824 / 2011-10-13
Facility ID:	1108824
Facility Type:	ER
DER Facility ID:	411105
Site ID:	456569
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6008
Spill Date:	2011-10-13
Investigator:	JBODEE
Referred To:	Not reported
Reported to Dept:	2011-10-13
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2011-10-13
Spill Record Last Update:	2015-04-01
Spiller Name:	ERT
Spiller Company:	CON EDISON
Spiller Address:	146 WEST 5TH ST
Spiller Company:	999
Contact Name:	ERT
DEC Memo:	"10/13/11 Con Ed to do cleanup. NFA dw "
Remarks:	"Found inside chimney of value. Nothing report outside structure. Further investigation by ERT."

All Materials:

Site ID:	456569
Operable Unit ID:	1206705
Operable Unit:	01
Material ID:	2203821
Material Code:	0066A
Material Name:	unknown petroleum

25972 CON ED UNDERGROUND (Continued) **S111317790**

Case No.:	Not reported
Material FA:	Petroleum
Quantity:	3.00
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

D6 **SHEPARD RESIDENCE** **NY LTANKS** **S102674348**
SE **11 BUSHNELL PLACE** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.034 mi.
178 ft. **Site 1 of 2 in cluster D**

Relative:
Lower

Actual:
139 ft.

LTANKS:

Name:	SHEPARD RESIDENCE
Address:	11 BUSHNELL PLACE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9411193 / 1995-03-08
Facility ID:	9411193
Site ID:	276889
Spill Date:	1994-10-25
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	1995-03-08
SWIS:	6000
Investigator:	MONACO
Referred To:	Not reported
Reported to Dept:	1994-11-21
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Affected Persons
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1994-12-06
Spill Record Last Update:	1995-03-08
Spiller Name:	Not reported
Spiller Company:	COMMUNITY FUEL OIL CO.
Spiller Address:	225 TENUMSEH AVE.
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	225106
DEC Memo:	""
Remarks:	"TANK OVERFILLED DURING DELIVERY SPILL OF FUEL OIL VENT PIPE AND INDOORS FROM FUEL GAUGE WHICH BROKE HOMEOWNER STATED THAT THIS WAS THE SECOND TIME SPILL OCCURED AT THE RESIDENCE"

All Materials:

Site ID:	276889
Operable Unit ID:	1005016
Operable Unit:	01

SHEPARD RESIDENCE (Continued) **S102674348**

Material ID:	377057
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	.00
Oxygenate:	Not reported

C7 **SPILL NUMBER 0109741** **NY LTANKS** **S105994864**
NE **148 WEST 4TH ST** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.036 mi.
191 ft. **Site 2 of 2 in cluster C**

Relative:
Higher

Actual:
142 ft.

LTANKS:

Name:	SPILL NUMBER 0109741
Address:	148 WEST 4TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0109741 / 2002-02-01
Facility ID:	0109741
Site ID:	86413
Spill Date:	2002-01-08
Spill Cause:	Tank Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	B4
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2002-01-08
CID:	396
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2002-01-08
Spill Record Last Update:	2002-03-22
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	TOM
Spiller Phone:	(914) 760-8737
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	79280
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE 01/08/2002 HOUSE ONCE ON SITE - BURNED DOWN. TANK FOUND WHILE DEVELOPING. REMOVING CONTAMINATED SOIL. 02/01/2002 TAKE PRIDE DISPOSED OF 134.36 TONS OF CONTAMINATION. MT. VERNON FD INSPECTED BEFORE BACKFILL. NO FURTHER ACTION."
Remarks:	"oil tank was removed and hole were found in them...address is an

SPILL NUMBER 0109741 (Continued) **S105994864**

empty lot where new construction is goin on."

All Materials:

Site ID:	86413
Operable Unit ID:	848103
Operable Unit:	01
Material ID:	527391
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

A8 **POLE 35** **NY Spills** **S117269492**
North **244 SOUTH 10TH AVE** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.037 mi.
197 ft. **Site 2 of 2 in cluster A**

Relative:
Higher

Actual:
146 ft.

SPILLS:

Name:	POLE 35
Address:	244 SOUTH 10TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1405350 / 2014-08-19
Facility ID:	1405350
Facility Type:	ER
DER Facility ID:	453740
Site ID:	498774
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	2014-08-16
Investigator:	MBMASTRO
Referred To:	Not reported
Reported to Dept:	2014-08-16
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Transformer
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2014-08-16
Spill Record Last Update:	2014-08-19
Spiller Name:	ERT
Spiller Company:	CONEDISON
Spiller Address:	4 IRVING PL
Spiller Company:	999
Contact Name:	ERT
DEC Memo:	"being scheduled for clean up, will confirm with WP office, nfa...mm"

POLE 35 (Continued) **S117269492**

Remarks: "0.5 pints spilled to soil and grass. Clean up is pending shutting down the equipment."

All Materials:

Site ID:	498774
Operable Unit ID:	1248214
Operable Unit:	01
Material ID:	2249621
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.01
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

D9
ESE
< 1/8
0.040 mi.
211 ft.

PRIVATE HOME
9 BUSHNELL PLACE
MOUNT VERNON, NY

Site 2 of 2 in cluster D

NY Spills **S108764249**
N/A

Relative:
Higher

Actual:
140 ft.

SPILLS:

Name:	PRIVATE HOME
Address:	9 BUSHNELL PLACE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0706263 / 2010-11-18
Facility ID:	0706263
Facility Type:	ER
DER Facility ID:	336149
Site ID:	386748
DEC Region:	3
Spill Cause:	Other
Spill Class:	C3
SWIS:	6008
Spill Date:	2007-09-04
Investigator:	jkomara
Referred To:	WCDOH
Reported to Dept:	2007-09-04
CID:	408
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	2010-11-05
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2007-09-04
Spill Record Last Update:	2010-11-26
Spiller Name:	MR. NICHOLAS
Spiller Company:	PRIVATE HOME
Spiller Address:	9 BUSHNELL PLACE
Spiller Company:	001
Contact Name:	MR. NICHOLAS

PRIVATE HOME (Continued) **S108764249**

DEC Memo: "Spoke with Cindy of Almedia Oil. WCHD has been notified and is responding. 10/7/09 WCHD will follow up JO'M 11/17/10 9 Bushnell Place, Yonkers- reported as staining of floor in basement. 11/5/10 inspection indicates no spill at curbside, no odors in house as per tenant. No access to basement to verify and owner does not return phone calls. DEC agrees no Spill at this time NFA JO'M "

Remarks: "ONGOING CONSTRUCTION IN THE BASEMENT OF THE HOME; THIS IS A POSSIBLE SPILL NOT YET VERIFIED; UNDER SLAB SPILL; BLACKEN ON THE CONCRETE; HAVE DISCONECTED OIL INE; OIL LINE RECENTLY MOVED BY LONG ISLAND WATER PROOFING;"

All Materials:

Site ID:	386748
Operable Unit ID:	1143980
Operable Unit:	01
Material ID:	2134263
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	.00
Oxygenate:	Not reported

B10 **ARIEL JOINT** **NY Spills** **S106005710**
SE **140 WEST 5TH ST** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.042 mi.
220 ft. **Site 4 of 4 in cluster B**

Relative:
Lower

Actual:
137 ft.

SPILLS:

Name:	ARIEL JOINT
Address:	140 WEST 5TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0204070 / 2002-07-19
Facility ID:	0204070
Facility Type:	ER
DER Facility ID:	71066
Site ID:	75959
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6000
Spill Date:	2002-07-18
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2002-07-18
CID:	397
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False

ARIEL JOINT (Continued) **S106005710**

Remediation Phase:	0
Date Entered In Computer:	2002-07-18
Spill Record Last Update:	2002-07-22
Spiller Name:	CALLER
Spiller Company:	CON ED
Spiller Address:	4 IRVING PL
Spiller Company:	001
Contact Name:	CALLER
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE "
Remarks:	"leaking joint in the process of being cleaned coned#144029"

All Materials:

Site ID:	75959
Operable Unit ID:	856878
Operable Unit:	01
Material ID:	518328
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

E11 North < 1/8 0.045 mi. 235 ft. **FAAD REALTY CORP** **NY UST** **U004176935**
215 SOUTH 11TH AVENUE **NY AST** **N/A**
MOUNT VERNON, NY 10550

Site 1 of 4 in cluster E

Relative: Lower
Actual: 138 ft.

WESTCHESTER CO. UST:

Name:	FAAD REALTY CORP
Address:	215 SOUTH 11TH AVENUE
City,State,Zip:	MOUNT VERNON, NY 10550
Id/Status:	3-493562 / Active
Operator Name:	Roy
Owner Name:	FAAD Realty Corp
Owner Street:	22 Lakeshore Drive
Owner Address2:	Not reported
Owner City:	Eastchester
Owner State:	NY
Owner Zipcode:	10709
GDS Number:	Not reported
Tank Number:	1
Status:	3. Closed - Removed
Capacity:	3000
Product Stored:	0009. Gasoline
Product Stored Percent:	Not reported
Tank Leak Detection:	5. In-Tank System (auto tank gauge)
Date Installation:	05/01/1970
Date Perm Closure:	01/01/1900
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	3. Fiberglass liner (FRP)

FAAD REALTY CORP (Continued) **U004176935**

Tank External Protection:	0. None
Tank Secondary Containment:	0. None
Piping Location:	2. Underground/on ground
Piping Type:	2. Galvanized steel
Piping External Protection:	0. None
Overfill Prevention:	2. High Level Alarm
Piping Secondary Containment:	Not reported
Spill Prevention:	1. Catch Basin
Dispenser:	2. Suction

Tank Number:	2
Status:	3. Closed - Removed
Capacity:	3000
Product Stored:	0008. Diesel
Product Stored Percent:	Not reported
Tank Leak Detection:	5. In-Tank System (auto tank gauge)
Date Installation:	05/01/1970
Date Perm Closure:	01/01/1900
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	3. Fiberglass liner (FRP)
Tank External Protection:	0. None
Tank Secondary Containment:	0. None
Piping Location:	2. Underground/on ground
Piping Type:	Not reported
Piping External Protection:	0. None
Overfill Prevention:	2. High Level Alarm
Piping Secondary Containment:	Not reported
Spill Prevention:	1. Catch Basin
Dispenser:	2. Suction

Tank Number:	3
Status:	3. Closed - Removed
Capacity:	550
Product Stored:	Not reported
Product Stored Percent:	Not reported
Tank Leak Detection:	0. None
Date Installation:	05/01/1970
Date Perm Closure:	10/15/2004
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	0. None
Tank Secondary Containment:	0. None
Piping Location:	2. Underground/on ground
Piping Type:	2. Galvanized steel
Piping External Protection:	0. None
Overfill Prevention:	5. Vent Whistle
Piping Secondary Containment:	Not reported
Spill Prevention:	Not reported
Dispenser:	2. Suction

WESTCHESTER CO. AST:

Name:	FAAD REALTY CORP
Address:	215 SOUTH 11TH AVENUE

FAAD REALTY CORP (Continued) **U004176935**

City,State,Zip:	MOUNT VERNON, NY 10550
PBS Number:	3-493562
Site Status:	Active
GDS Number:	Not reported
Operator Name:	Roy
Owner Name:	FAAD Realty Corp
Owner Street:	22 Lakeshore Drive
Owner Address2:	Not reported
Owner City/State/Zip:	Eastchester, NY 10709

Tank Number:	4
Status:	3. Closed - Removed
Date Installation:	11/01/1990
Capacity:	275
Product Stored:	Not reported
Product Stored Percent:	Not reported
Date Perm Closure:	01/01/1900
Tank Location:	3. Aboveground on saddles,legs,stilts,racks or cradle
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	0. None
Tank Leak Detection:	0. None
Tank Secondary Containment:	0. None
Piping Location:	3. Aboveground/Underground Combination
Piping Type:	10. Copper
Piping External Protection:	0. None
Piping Leak Detection:	Not reported
Piping Secondary Containment:	Not reported
Overfill Prevention:	5. Vent Whistle
Spill Prevention:	Not reported
Dispenser:	3. Gravity

Tank Number:	5
Status:	3. Closed - Removed
Date Installation:	06/01/1997
Capacity:	550
Product Stored:	0015. Motor Oil
Product Stored Percent:	Not reported
Date Perm Closure:	01/01/1900
Tank Location:	3. Aboveground on saddles,legs,stilts,racks or cradle
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	0. None
Tank Leak Detection:	0. None
Tank Secondary Containment:	Not reported
Piping Location:	1. Aboveground
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	0. None
Piping Leak Detection:	Not reported
Piping Secondary Containment:	Not reported
Overfill Prevention:	5. Vent Whistle
Spill Prevention:	Not reported
Dispenser:	2. Suction

Tank Number:	6

FAAD REALTY CORP (Continued) **U004176935**

Status:	1. In-Service
Date Installation:	11/01/2004
Capacity:	550
Product Stored:	2642. Used Oil (Heating)
Product Stored Percent:	Not reported
Date Perm Closure:	01/01/1900
Tank Location:	3. Aboveground on saddles,legs,stilts,racks or cradle
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	1. Painted/Asphalt Coating
Tank Leak Detection:	6. Impervious Barrier/Concrete Pad (Aboveground Only)
Tank Secondary Containment:	1. Diking (aboveground only),10. Impervious Underlayment (AST Only)
Piping Location:	1. Aboveground
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	0. None
Piping Leak Detection:	Not reported
Piping Secondary Containment:	Not reported
Overfill Prevention:	4. Product Level Gauge (Aboveground Only)
Spill Prevention:	1. Catch Basin
Dispenser:	2. Suction

Tank Number:	7
Status:	1. In-Service
Date Installation:	05/01/2006
Capacity:	275
Product Stored:	2642. Used Oil (Heating)
Product Stored Percent:	Not reported
Date Perm Closure:	01/01/1900
Tank Location:	3. Aboveground on saddles,legs,stilts,racks or cradle
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	1. Painted/Asphalt Coating
Tank Leak Detection:	6. Impervious Barrier/Concrete Pad (Aboveground Only)
Tank Secondary Containment:	1. Diking (aboveground only),10. Impervious Underlayment (AST Only)
Piping Location:	1. Aboveground
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	0. None
Piping Leak Detection:	Not reported
Piping Secondary Containment:	Not reported
Overfill Prevention:	4. Product Level Gauge (Aboveground Only)
Spill Prevention:	FILLED THROUGH TANK #6
Dispenser:	3. Gravity

Tank Number:	8
Status:	3. Closed - Removed
Date Installation:	09/15/2008
Capacity:	1000
Product Stored:	0001. #2 Fuel Oil
Product Stored Percent:	0
Date Perm Closure:	01/01/1900
Tank Location:	3. Aboveground on saddles,legs,stilts,racks or cradle
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	1. Painted/Asphalt Coating
Tank Leak Detection:	Not reported

FAAD REALTY CORP (Continued) **U004176935**

Tank Secondary Containment:	1. Diking (aboveground only)
Piping Location:	1. Aboveground
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	1. Painted/Asphalt Coating
Piping Leak Detection:	0. None
Piping Secondary Containment:	0. None
Overfill Prevention:	0. None
Spill Prevention:	2. Transfer Station Containment
Dispenser:	2. Suction

Tank Number:	9
Status:	1. In-Service
Date Installation:	01/01/1900
Capacity:	215
Product Stored:	2642. Used Oil (Heating)
Product Stored Percent:	Not reported
Date Perm Closure:	01/01/1900
Tank Location:	3. Aboveground on saddles,legs,stilts,racks or cradle
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	1. Painted/Asphalt Coating
Tank Leak Detection:	6. Impervious Barrier/Concrete Pad (Aboveground Only)
Tank Secondary Containment:	10. Impervious Underlayment (AST Only)
Piping Location:	Not reported
Piping Type:	Not reported
Piping External Protection:	Not reported
Piping Leak Detection:	Not reported
Piping Secondary Containment:	Not reported
Overfill Prevention:	4. Product Level Gauge (Aboveground Only)
Spill Prevention:	1. Catch Basin
Dispenser:	Not reported

E12
North
< 1/8
0.045 mi.
235 ft.

MILE SQUARE TRANSPORTATION
215 SOUTH 11TH AVE
MOUNT VERNON, NY

NY LTANKS **S109064145**
NY Spills **N/A**

Site 2 of 4 in cluster E

Relative:
Lower

Actual:
138 ft.

LTANKS:

Name:	MILE SQUARE TRANSPORTATION
Address:	215 SOUTH 11TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0712401 / 2010-08-09
Facility ID:	0712401
Site ID:	394009
Spill Date:	2008-02-25
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	D3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jbodee
Referred To:	WCDOH
Reported to Dept:	2008-02-25
CID:	408
Water Affected:	Not reported
Spill Notifier:	Tank Tester

MILE SQUARE TRANSPORTATION (Continued) **S109064145**

Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	Not reported
Remediation Phase:	0
Date Entered In Computer:	2008-02-25
Spill Record Last Update:	2010-08-09
Spiller Name:	RICARDO
Spiller Company:	MILE SQUARE TRANSPORTATIO
Spiller Address:	215 S 11TH AVE
Spiller County:	001
Spiller Contact:	RICARDO
Spiller Phone:	(914) 423-7777
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	61974
DEC Memo:	"10/7/09 WCHD Waiting for TCR. JO'M 8/5/10 (215 South 11th Ave, Mt. Vernon - Mile Square Transportation) can be closed. It was a tightness test failure. Tank has been removed. Soil results okay. Thank you Denise Heinzinger Sanitarian Office of Environmental Health Risk Control Westchester County Department of Health Tel:(914)813-5146 Fax (914)813-5160 Email: dmh3@westchestergov.com NFA JO'M"
Remarks:	"PBS No: 3-493562 -PBS No. not found in UIS, may be invalid. NONE;"

All TTF:

Facility ID:	0712401
Spill Number:	0712401
Spill Tank Test:	2384743
Site ID:	394009
Tank Number:	2
Tank Size:	3000
Material:	0001
EPA UST:	Not reported
UST:	True
Cause:	99
Source:	01
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Watchdog
Last Modified Date:	Not reported

All Materials:

Site ID:	394009
Operable Unit ID:	1150956
Operable Unit:	01
Material ID:	2141610
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

MILE SQUARE TRANSPORTATION (Continued) **S109064145**

SPILLS:

Name:	TFD BUS COMPANY
Address:	215 SOUTH 11TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0210699 / 2003-02-28
Facility ID:	0210699
Facility Type:	ER
DER Facility ID:	61974
Site ID:	64286
DEC Region:	3
Spill Cause:	Other
Spill Class:	C3
SWIS:	6008
Spill Date:	2003-01-24
Investigator:	WCHD
Referred To:	Westchester Cnty Health Dept
Reported to Dept:	2003-01-24
CID:	398
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2003-01-24
Spill Record Last Update:	2003-09-04
Spiller Name:	AL GROCCIA
Spiller Company:	TFD BUS COMPANY
Spiller Address:	215 SOUTH 11TH AVE
Spiller Company:	001
Contact Name:	AL GROCCIA
DEC Memo:	""
Remarks:	"line test failure. both products in same dispensor pan. no call back needed. maintance will make repairs either today or tomorrow."

All Materials:

Site ID:	64286
Operable Unit ID:	864029
Operable Unit:	01
Material ID:	514078
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Site ID:	64286
Operable Unit ID:	864029
Operable Unit:	01
Material ID:	514079
Material Code:	0009

MILE SQUARE TRANSPORTATION (Continued) **S109064145**

Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

F13
NNW
< 1/8
0.048 mi.
255 ft.

BAYLOR RESIDENCE
217 S. 12TH AVE.
MOUNT VERNON, NY

Site 1 of 2 in cluster F

NY Spills **S104498316**
N/A

Relative:
Lower

Actual:
133 ft.

SPILLS:

Name:	BAYLOR RESIDENCE
Address:	217 S. 12TH AVE.
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9101538 / 1991-05-15
Facility ID:	9101538
Facility Type:	ER
DER Facility ID:	244769
Site ID:	302953
DEC Region:	3
Spill Cause:	Traffic Accident
Spill Class:	Not reported
SWIS:	6000
Spill Date:	1991-05-07
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1991-05-07
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Responsible Party
Cleanup Ceased:	1953-06-18
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1991-05-15
Spill Record Last Update:	1991-06-03
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"A TRUCK HIT A TELEPHONE POLE WHICH HAD A FILL PIPE NEXT TO IT WITH IMPACT FILL PIPE WAS DISTURBED AND 2-3 GAL. WASS LOST EES PADDED UP THE OIL AND BAGGED IT FOR DISPOSAL"

All Materials:

Site ID:	302953
Operable Unit ID:	952661

BAYLOR RESIDENCE (Continued) **S104498316**

Operable Unit:	01
Material ID:	427646
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	3.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

G14
SE
< 1/8
0.050 mi.
264 ft.

CONSOLIDATED EDISON
W 5TH ST & 10TH AVE
MOUNT VERNON, NY

NY MANIFEST **1009241566**
N/A

Site 1 of 5 in cluster G

Relative:
Lower

Actual:
137 ft.

NY MANIFEST:

Name:	CONSOLIDATED EDISON
Address:	W 5TH ST & 10TH AVE
City,State,Zip:	MOUNT VERNON, NY
Country:	USA
EPA ID:	NYP004100574
Facility Status:	Not reported
Location Address 1:	W 5TH ST & 10TH AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MOUNT VERNON
Location State:	NY
Location Zip:	Not reported
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004100574
Mailing Name:	CONSOLIDATED EDISON
Mailing Contact:	FRANKLIN MURRAY
Mailing Address 1:	4 IRVING PLACE RM 828
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124602808

G15 SE < 1/8 0.050 mi. 264 ft. | **MANHOLE 10812 CON ED**
5TH ST AND SOUTH 10TH ST
MOUNT VERNON, NY | **NY Spills** | **S117364142**
N/A

Site 2 of 5 in cluster G

Relative: Lower

Actual: 137 ft.

SPILLS:

Name:	MANHOLE 10812 CON ED
Address:	5TH ST AND SOUTH 10TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1408124 / 2014-11-06
Facility ID:	1408124
Facility Type:	ER
DER Facility ID:	456653
Site ID:	501676
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	D4
SWIS:	6008
Spill Date:	2014-11-06
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2014-11-06
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2014-11-06
Spill Record Last Update:	2015-04-01
Spiller Name:	ERT
Spiller Company:	CON ED
Spiller Address:	5TH ST AND SOUTH 10TH ST
Spiller Company:	999
Contact Name:	ERT
DEC Memo:	"11/6/14- Spoke to ERT desk. Unk. petro discovered on top of water in manhole. Cleanup is pending sample results. Will retain vendor for cleanup by end of day. NFA DT"
Remarks:	"CONTAINED TO MANHOLE, INVESTIGATION AND C/U PENDING"

All Materials:

Site ID:	501676
Operable Unit ID:	1251063
Operable Unit:	01
Material ID:	2252899
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	7.00
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

G16 SE < 1/8 0.050 mi. 264 ft. | **MANHOLE 10812**
5TH ST & 10TH ST
MOUNT VERNON, NY

Site 3 of 5 in cluster G

NY Spills | **S104282846**
N/A

Relative: Lower

Actual: 137 ft.

SPILLS:

Name:	MANHOLE 10812
Address:	5TH ST & 10TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9908300 / 1999-10-08
Facility ID:	9908300
Facility Type:	ER
DER Facility ID:	179207
Site ID:	216452
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6000
Spill Date:	1999-10-08
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	1999-10-08
CID:	211
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1999-10-08
Spill Record Last Update:	1999-10-19
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	RICHARD ROCHE
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE 10/08/99 CLEANUP REPORT TO BE SENT TO TARRYTOWN OFFICE; NFA"
Remarks:	"5 gals product on 100 gals water - clean up pending lab results con ed #128317"

All Materials:

Site ID:	216452
Operable Unit ID:	1086968
Operable Unit:	01
Material ID:	297412
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

E17 NNW < 1/8 0.052 mi. 275 ft. | **209 11TH AVE TBD BUS COMPANY MOUNT VERNON, NY** | **NY Spills** | **S105141196 N/A**

Site 3 of 4 in cluster E

Relative: Lower

Actual: 137 ft.

SPILLS:

Name:	209 11TH AVE
Address:	TBD BUS COMPANY
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0104760 / 2001-08-06
Facility ID:	0104760
Facility Type:	ER
DER Facility ID:	73140
Site ID:	78608
DEC Region:	3
Spill Cause:	Deliberate
Spill Class:	C3
SWIS:	6008
Spill Date:	2001-08-02
Investigator:	WCHD
Referred To:	Westchester Cnty Health Dept
Reported to Dept:	2001-08-02
CID:	282
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Local Agency
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2001-08-02
Spill Record Last Update:	2001-08-17
Spiller Name:	N/A
Spiller Company:	TBD BUS COMPANY
Spiller Address:	209 11TH AVE
Spiller Company:	001
Contact Name:	N/A
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCDOH 08/02/2001 WCDOH TO INSPECT. 08/06/2001 PER J. O'DEE - CLOSED BY CHRIS LALAK (WCDOH). NO FURTHER ACTION."
Remarks:	"THEY ARE POURING ANTIFREEZE INTO THE SEWER LINES. CITIZEN CALLED EPA AND NATIONAL RESPONSE. "

All Materials:

Site ID:	78608
Operable Unit ID:	843275
Operable Unit:	01
Material ID:	571704
Material Code:	0028A
Material Name:	ethylene glycol
Case No.:	00107211
Material FA:	Hazardous Material
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

H18 SSE < 1/8 0.061 mi. 321 ft. | **VIOLET HINDS 425 MUNDY LANE MOUNT VERNON, NY** | **NY Spills** | **S110751096 N/A**

Site 1 of 2 in cluster H

Relative: Lower

Actual: 133 ft.

SPILLS:

Name:	VIOLET HINDS
Address:	425 MUNDY LANE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1009869 / 2015-09-01
Facility ID:	1009869
Facility Type:	ER
DER Facility ID:	398385
Site ID:	443446
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	2010-12-15
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2010-12-16
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2010-12-16
Spill Record Last Update:	2015-09-01
Spiller Name:	Not reported
Spiller Company:	VIOLET HINES
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	MILLIE LOPEZ
DEC Memo:	"12/16/10 Tank is half-buried in basement, and was apparently weeping fuel oil out of fill pipe. Castle Oil said that they cleaned up the oil around the base of the fill, and that they evacuated the fuel tank. Tank is considered to be an underground tank. Spoke to Mr. Hinds, who is calling cleanup contractors amd getting estimates. dw 9/01/15: Castle Oil reported the cleanup had been completed at the time of the report. Home owner was reportedly unsatisfied, and was going to call other contractors for estimates and have the tank removed. More than four and a half years have passed, DEC received no further complaints. Cleanup completed by Castle. jod "
Remarks:	"Caller advised fill line leaked into soil approx. 5 gallons unknown if any more has leaked. Clean up was done."

All Materials:

Site ID:	443446
Operable Unit ID:	1193904
Operable Unit:	01
Material ID:	2189500
Material Code:	0001A
Material Name:	#2 fuel oil

VIOLET HINDS (Continued) **S110751096**

Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

19
NNE
< 1/8
0.062 mi.
328 ft.

RESIDENCE
245 SOUTH 10TH AVE
MOUNT VERNON, NY

NY Spills **S104498413**
N/A

Relative:
Higher

Actual:
148 ft.

SPILLS:

Name:	RESIDENCE
Address:	245 SOUTH 10TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9410032 / 1994-10-28
Facility ID:	9410032
Facility Type:	ER
DER Facility ID:	238848
Site ID:	295172
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	D5
SWIS:	6000
Spill Date:	1994-10-27
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1994-10-27
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	1994-10-28
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2003-12-02
Spill Record Last Update:	2003-12-02
Spiller Name:	Not reported
Spiller Company:	MYSTIC
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"DRIVER DIDN'T HEAR WHISTLE OIL BACKED UP & LEAKED ONTO CONCRETE PAD MYSTIC ENROUTE TO DO CLEAN UP CLEAN UP COMPLETED"

All Materials:

Site ID:	295172
Operable Unit ID:	1003997
Operable Unit:	01
Material ID:	375900

RESIDENCE (Continued) **S104498413**

Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	2.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

G20 **SOIL** **NY Spills** **S118707322**
SE **130 WEST 5TH ST** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.066 mi.
349 ft. **Site 4 of 5 in cluster G**

Relative:
Lower

Actual:
135 ft.

SPILLS:

Name:	SOIL
Address:	130 WEST 5TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1604533 / 2016-08-15
Facility ID:	1604533
Facility Type:	ER
DER Facility ID:	485109
Site ID:	531044
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	2016-08-04
Investigator:	MXTIPPLE
Referred To:	Not reported
Reported to Dept:	2016-08-04
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2016-08-04
Spill Record Last Update:	2016-09-21
Spiller Name:	Not reported
Spiller Company:	CON ED
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	ERT
DEC Memo:	"8/4/16 Called Con-Ed 1/2 pint spilled to soil, cleanup pending. mt 8/5/16 Con Ed still waiting on analytical results. Will call when have more information. ga 8/15/16 8/5/16 Spoke with Rich Slote - clean up done. Wrapped joint, speedy dry on asphalt, soil removed for disposal. NFA. mt"
Remarks:	"Caller advised aprx 1/2 pint of oil spilled onto soil. Clean up is pending."

SOIL (Continued) **S118707322**

All Materials:

Site ID:	531044
Operable Unit ID:	1279829
Operable Unit:	01
Material ID:	2284919
Material Code:	0020A
Material Name:	transformer oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

H21 **420 SOUTH 10TH AVE** **NY Spills** **S109371434**
SSE **420 SOUTH 10TH AVE** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.067 mi.
355 ft. **Site 2 of 2 in cluster H**

Relative:
Lower

Actual:
133 ft.

SPILLS:

Name:	420 SOUTH 10TH AVE
Address:	420 SOUTH 10TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0806708 / 2008-09-15
Facility ID:	0806708
Facility Type:	ER
DER Facility ID:	353223
Site ID:	403997
DEC Region:	3
Spill Cause:	Human Error
Spill Class:	C4
SWIS:	6008
Spill Date:	2008-09-15
Investigator:	dxtraver
Referred To:	Not reported
Reported to Dept:	2008-09-15
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2008-09-15
Spill Record Last Update:	2008-09-15
Spiller Name:	Not reported
Spiller Company:	ROBISON OIL
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	DANIEL SHOY
DEC Memo:	"SPOKE TO CALLER, DAN LEE. HE REPORTS SPILL CAME OUT OF STICKPIPE ON TOP OF TANK. CONTAINED TO PAVEMENT AND CLEANUP UNDERWAY. NFA DT"

420 SOUTH 10TH AVE (Continued) **S109371434**

Remarks: "Driver for above oil company overfilled customers tank. Callers company is cleaning spill now."

All Materials:

Site ID:	403997
Operable Unit ID:	1160680
Operable Unit:	01
Material ID:	2151854
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	3.00
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

I22
SSW
< 1/8
0.069 mi.
364 ft.

RESIDENCE **NY Spills** **S125868151**
4410 MONTICELLO AVE **N/A**
BRONX, NY

Site 1 of 3 in cluster I

Relative:
Lower

Actual:
133 ft.

SPILLS:

Name:	RESIDENCE
Address:	4410 MONTICELLO AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1909561 / 2020-02-07
Facility ID:	1909561
Facility Type:	ER
DER Facility ID:	548833
Site ID:	600166
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2020-01-06
Investigator:	HRPATEL
Referred To:	Not reported
Reported to Dept:	2020-01-07
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2020-01-07
Spill Record Last Update:	2020-02-07
Spiller Name:	RICHARD JONES
Spiller Company:	RICHARD JONES
Spiller Address:	4410 MONTICELLO AVE
Spiller Company:	999
Contact Name:	RICHARD JONES

RESIDENCE (Continued) **S125868151**

DEC Memo: "01/08/19-Hiralkumar Patel. 8:02 AM:- spoke with Paul. approx. 10 gal of heating oil was spilled on building basement floor from an aboveground tank. a temp tank was installed and the leaking tank was removed. no drain or sump was noted in the spill impacted area. a soil sample was collected from beneath the spill impacted floor. 20 ppm was recorded on PID in the soil sample. Paul will submit sample results, once available. 01/27/20-Hiralkumar Patel. 9:23 AM:- sent email to Paul inquiring update. 11:58 AM:- received email from Paul. he mentioned that sub slab core sample came back fine, and spill closure report will be submitted upon receipt of a signed disposal manifest from the disposal facility. 02/07/20-Hiralkumar Patel. 8:45 AM:- received email from Paul including spill closure report. oil spill was noted on basement floor due to corrosion holes (two holes approx. 1/4 inch in diameter) in a 275 gal AST. the leaking tank was removed and surface spill was cleaned up. one soil samples was collected at 6 inches below basement slab. no contamination noted in soil sample. case closed. "

Remarks: "loss to interior- no sumps. c/u complete- pending soil sample"

All Materials:

Site ID:	600166
Operable Unit ID:	1347307
Operable Unit:	01
Material ID:	2357751
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

E23 **150 WEST 3RD STREET** **NY Spills** **S102560832**
NNW **150 WEST 3RD STREET** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.071 mi.
375 ft. **Site 4 of 4 in cluster E**

Relative:
Lower

Actual:
136 ft.

SPILLS:

Name:	150 WEST 3RD STREET
Address:	150 WEST 3RD STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9614823 / 1997-09-22
Facility ID:	9614823
Facility Type:	ER
DER Facility ID:	140938
Site ID:	167276
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6000
Spill Date:	1997-03-25
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1997-03-25
CID:	204

150 WEST 3RD STREET (Continued) **S102560832**

Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Local Agency
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1997-03-25
Spill Record Last Update:	1997-12-19
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	DRINA RAINONE
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 06/11/97 BUCCI EXCAVATING ON SITE; 120-140 YARDS OF SOIL REMOVED AND TRUCKED TO ALBANY FOR DISPOSAL; CAMIN CARGO CONTROL TO SUBMIT REPORT; 09/22/97 TANK REMOVED; SAMPLE RESULTS INDICATE MORE EXCAVATION NECESSARY; B & M SERV. STA. MAINTENANCE RETURNED & CONTINUED THE EXCAVATING & RESAMPLED; CLOSURE REPORT SUBMITTED; ANALYSIS BELOW STARS; "
Remarks:	"TANK REMOVAL - CONTAMINATED SOIL "

All Materials:

Site ID:	167276
Operable Unit ID:	1046196
Operable Unit:	01
Material ID:	339927
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

F24 **CREEK GAS OUTLET INC** **EDR Hist Auto** **1022174489**
NNW **160 W 3RD ST** **N/A**
< 1/8 **MOUNT VERNON, NY 10553**
0.076 mi.
402 ft. **Site 2 of 2 in cluster F**

Relative: EDR Hist Auto
Lower

Actual:
134 ft.

Year:	Name:	Type:
1974	CREEK GAS OUTLET INC	Gasoline Service Stations
1975	CREEK GAS OUTLET INC	Gasoline Service Stations
1976	CREEK GAS OUTLET INC	Gasoline Service Stations
1977	CREEK GAS OUTLET INC	Gasoline Service Stations
1978	CREEK GAS OUTLET INC	Gasoline Service Stations
1979	CREEK GAS OUTLET INC	Gasoline Service Stations

G25 ESE < 1/8 0.092 mi. 486 ft. | **DAVID - UST**
354 SOUTH 9TH AVE
MOUNT VERNON, NY

Site 5 of 5 in cluster G

NY Spills | **S118636207**
N/A

Relative: Lower

Actual: 133 ft.

SPILLS:

Name:	DAVID - UST
Address:	354 SOUTH 9TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1511229 / 2016-05-06
Facility ID:	1511229
Facility Type:	ER
DER Facility ID:	477214
Site ID:	522966
DEC Region:	3
Spill Cause:	Human Error
Spill Class:	B3
SWIS:	6008
Spill Date:	2016-02-23
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2016-02-23
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2016-02-23
Spill Record Last Update:	2016-05-06
Spiller Name:	CHARLES Heaton
Spiller Company:	Robison Oil
Spiller Address:	354 SOUTH 9TH AVE
Spiller Company:	999
Contact Name:	George David
DEC Memo:	"2/23/16: I spoke with Charles Heaton at Robison. Property has a 550 gallon UST. There is reportedly no vent whistle or vent alarm, customer is on a will call delivery. Customer George David requested a pre-set amount to be delivered, Robison completed deliver yesterday. No problems noted. Robison states home owner called today stating an overfill had occurred and there is now oil in the basement. Robison reports Northeast Environmental contacted. *Message sent to Northeast requesting additional information. jod **Northeast confirms they are responding to the location. 05/06/16 Northeast Environmental reported that they excavated 20.68 tons of soil beneath the vent along with impacted soil from beneath the basement slab where out of service lines where found. Post excavation soil sample results were below DEC guidance values. NFA. TG"
Remarks:	"caller is unsure of the amount of oil that leaked. was due to an overfill. clean up crew enroute"

All Materials:

Site ID:	522966
Operable Unit ID:	1271957
Operable Unit:	01

DAVID - UST (Continued) **S118636207**

Material ID:	2276304
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

I26 **SPILL NUMBER 0108741** **NY LTANKS** **S105230101**
SSW **4409 MONTICELLO AV** **NY Spills** **N/A**
< 1/8 **BRONX, NY**
0.094 mi.
496 ft. **Site 2 of 3 in cluster I**

Relative:
Lower

Actual:
131 ft.

LTANKS:

Name:	SPILL NUMBER 0108741
Address:	4409 MONTICELLO AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0108741 / 2003-12-08
Facility ID:	0108741
Site ID:	208764
Spill Date:	2001-12-01
Spill Cause:	Tank Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	TJDEMEO
Referred To:	Not reported
Reported to Dept:	2001-12-01
CID:	365
Water Affected:	Not reported
Spill Notifier:	Fire Department
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2001-12-01
Spill Record Last Update:	2003-12-08
Spiller Name:	Not reported
Spiller Company:	COMMERCIAL BLDG
Spiller Address:	4409 MONTICELLO AV
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	173203
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was DEMEO 12/8/03 TJD Small hole in tank. FDNY emptied tank into drums. Spilled product contained and cleaned using absorbents. No disposal documents submitted. Spill administratively closed."
Remarks:	"HOLE IN THE BOTTOM OF THE TANK - FIRE DEPT ON THE SCENE PUMPING OUT THE TANK - DEP NOTIFIED - REQ RESPONSE FROM DEC"

SPILL NUMBER 0108741 (Continued) **S105230101**

All Materials:

Site ID:	208764
Operable Unit ID:	847061
Operable Unit:	01
Material ID:	529976
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	200.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

SPILLS:

Name:	4409 MONTICELLO AVE
Address:	4409 MONTICELLO AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0107951 / 2006-02-15
Facility ID:	0107951
Facility Type:	ER
DER Facility ID:	132346
Site ID:	156363
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C3
SWIS:	0301
Spill Date:	2001-10-31
Investigator:	JCGRATHW
Referred To:	Not reported
Reported to Dept:	2001-11-05
CID:	207
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Affected Persons
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2001-11-05
Spill Record Last Update:	2006-04-17
Spiller Name:	VALERIE SCOTT
Spiller Company:	VALERIE SCOTT
Spiller Address:	4409 MONTICELLO AVE
Spiller Company:	001
Contact Name:	TAMMY MONTGOMERY
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIPPLE 11/06/2001 SITE VISIT REVEALED A LEAKING OIL SYSTEM. THE RUSTY TANK LOCATED UNDER THE FRONT PORCH, THERE WAS FRESH OIL ON THE FLOOR IN THE VOID ADJACENT TO THE TANK AND THERE WAS OIL BELOW THE FLOORING IN THE UTILITY ROOM. MESSAGES WERE LEFT ON THE ANSWERING MACHINE FOR THE OWNER BOTH 11/5 AND 11/6/2001. THERE HAS BEEN NO RETURNED CALLS FROM THE OWNER AS OF 11/6. 4407-4409 BUILDINGS ARE CONNECTED, THE

SPILL NUMBER 0108741 (Continued) **S105230101**

PERSONS IN 4407 MICHAEL WILLIAMS 718-324-0460 ARE BEING IMPACTED BY THIS SPILL. 5/21/02 SPOKE WITH VALERIE SCOTT, SHE STATED THAT THE CONTAMINANTS WERE DRUMMED AND ARE STILL ON THE PREMISES. A SITE VISIT IS SCHEDULED FOR TUESDAY MAY 28 WITH THE FINAL TIME FOR THE MEETING TO BE SET ON MONDAY MAY 27 was still a mess. 1/18/2006 - Haggerty - Mimi Rockcastle from One Beacon Insurance, the owner's then insurance agency, states no claim was ever paid out for spill. The owner, Valerie Scott, cannot be reached and didn t respond to the letter from Mike McCabe. Keep Open - site visit 2/8/06 - DEC lead changed to Grathwol. Spoke with tenant, spill cleaned up. No fumes. Planned site visit. 2/15/06 - Performed site visit. Tenant's comments accurate. Spill closed. "

Remarks: "caller states there is a strong fuel oil odor in the residence which she rents - started 10-31 after a fuel oil delivery was made landlord aware and refuses to do anything about it."

All Materials:

Site ID:	156363
Operable Unit ID:	845992
Operable Unit:	01
Material ID:	529209
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Name:	RESIDENTIAL
Address:	4409 MONTICELLO AVENUE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1404312 / 2014-08-19
Facility ID:	1404312
Facility Type:	ER
DER Facility ID:	452709
Site ID:	497702
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2014-07-21
Investigator:	SXMAHAT
Referred To:	Not reported
Reported to Dept:	2014-07-21
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2014-07-21

SPILL NUMBER 0108741 (Continued) **S105230101**

Spill Record Last Update: 2015-10-28
Spiller Name: THOMAS DICKSON
Spiller Company: ANDRENE WILLIAMS
Spiller Address: 4409 MONTICELLO AVENUE
Spiller Company: 999
Contact Name: THOMAS DICKSON
DEC Memo: "7/25/14: Mahat T/C : DEC Mahat contacted the property (@ 646.271.3409) owner regarding the spill called in by Petro. DEC Mahat advise her to take some picture of the tank. She mentioned that there is no vapor/odor issue in the building. The spill is not a active leak as per the property owner. DEC is waiting on respond from the property owner. 8/18/14: Mahat Propery owner has repsonded mentioning that the there is no active leak going on in the building and there is no vapor/odor isssue. Based on the email and phone conversation the spill will be closed in the database. "
Remarks: "Active leak, customer refused pump out. Clean up not pending, due to customer refusal."

All Materials:
Site ID: 497702
Operable Unit ID: 1247161
Operable Unit: 01
Material ID: 2248400
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 1.00
Units: G
Recovered: Not reported
Oxygenate: Not reported

J27 **CON EDISON MANHOLE: 350** **RCRA NonGen / NLR** **1016965958**
North **W 3RD AVE & 10TH AVE** **NY MANIFEST** **NYP004388146**
< 1/8 **MOUNT VERNON, NY 10553**
0.096 mi.
506 ft. **Site 1 of 9 in cluster J**

Relative:
Higher

Actual:
144 ft.

RCRA NonGen / NLR:
Date Form Received by Agency: 20131208
Handler Name: CON EDISON MANHOLE: 350
Handler Address: W 3RD AVE & 10TH AVE
Handler City,State,Zip: MOUNT VERNON, NY 10553
EPA ID: NYP004388146
Contact Name: THOMAS TEELING
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: 212-460-3770
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: SENIOR SCIENTIST
EPA Region: 02
Land Type: Private
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported

CON EDISON MANHOLE: 350 (Continued) **1016965958**

Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R2
Mailing Address:	IRVING PL, 15TH FL NE
Mailing City,State,Zip:	NEW YORK, NY 10003
Owner Name:	Not reported
Owner Type:	Not reported
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20140701

CON EDISON MANHOLE: 350 (Continued) **1016965958**

Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20131108
Handler Name:	CON EDISON MANHOLE: 350
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20131208
Handler Name:	CON EDISON MANHOLE: 350
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations:	No Violations Found

Evaluation Action Summary:

Evaluations:	No Evaluations Found

NY MANIFEST:

Name:	CON EDISON
Address:	W 3RD AVE & 10TH AVE
City,State,Zip:	MOUNT VERNON, NY 10553
Country:	USA
EPA ID:	NYP004388146
Facility Status:	Not reported
Location Address 1:	W 3RD/10TH ST
Code:	BP

CON EDISON MANHOLE: 350 (Continued) **1016965958**

Location Address 2:	SB350
Total Tanks:	Not reported
Location City:	MT VERNON
Location State:	NY
Location Zip:	10705
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004388146
Mailing Name:	CON EDISON
Mailing Contact:	CON EDISON
Mailing Address 1:	4 IRVING PLACE
Mailing Address 2:	15TH FL
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	Not reported

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD006982359
Trans2 State ID:	Not reported
Generator Ship Date:	11/08/2013
Trans1 Recv Date:	11/08/2013
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	11/12/2013
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004388146
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NJD002200046
TSDF ID 2:	Not reported
Manifest Tracking Number:	011695076JJK
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H110
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	200

CON EDISON MANHOLE: 350 (Continued) **1016965958**

Units:	P - Pounds
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

J28 **CON EDISON** **NY MANIFEST** **S117737888**
North **W 3RD ST & S 10TH AV** **N/A**
< 1/8 **MOUNT VERNON, NY 10551**
0.096 mi.
506 ft. **Site 2 of 9 in cluster J**

Relative:
Higher

Actual:
144 ft.

NY MANIFEST:

Name:	CON EDISON
Address:	W 3RD ST & S 10TH AV
City,State,Zip:	MOUNT VERNON, NY 10551
Country:	USA
EPA ID:	NYP004686929
Facility Status:	Not reported
Location Address 1:	W 3RD ST & S 10TH AV
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MOUNT VERNON
Location State:	NY
Location Zip:	10551
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004686929
Mailing Name:	CON EDISON
Mailing Contact:	CON EDISON
Mailing Address 1:	4 IRVING PL
Mailing Address 2:	15TH FL
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	Not reported

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	MAD039322250
Trans2 State ID:	Not reported
Generator Ship Date:	10/29/2014
Trans1 Recv Date:	10/29/2014
Trans2 Recv Date:	Not reported

CON EDISON (Continued) **S117737888**

TSD Site Recv Date:	10/30/2014
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004686929
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NJD991291105
TSDF ID 2:	Not reported
Manifest Tracking Number:	007747758FLE
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	Y
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H110
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	2260
Units:	P - Pounds
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	L Landfill.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

J29 **MANHOLE 656** **NY Spills** **S106970607**
North **10 AVE / 3RD ST** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.096 mi.
506 ft. **Site 3 of 9 in cluster J**

Relative:
Higher

Actual:
144 ft.

SPILLS:

Name:	MANHOLE 656
Address:	10 AVE / 3RD ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0505927 / 2006-05-01
Facility ID:	0505927
Facility Type:	ER
DER Facility ID:	298291
Site ID:	351032
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4

MANHOLE 656 (Continued) **S106970607**

SWIS:	6008
Spill Date:	2005-08-13
Investigator:	JBODee
Referred To:	Not reported
Reported to Dept:	2005-08-14
CID:	77
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2005-08-14
Spill Record Last Update:	2006-08-07
Spiller Name:	ERT DESK
Spiller Company:	CON EDISON
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	ERT DESK'
DEC Memo:	"05/01/06 Spill just found on database. Region 3 office never received this spill report. jod see e2mis 160488"
Remarks:	"leak from feeder joint. 3 ounces of dielectric fluid, on concrete in manhole. Manhole needs to be defaulted prior to clean-up. con ed ref 160488."

All Materials:

Site ID:	351032
Operable Unit ID:	1108569
Operable Unit:	01
Material ID:	2098511
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

J30 **CON EDISON** **NY MANIFEST** **S117536775**
North **W 3RD ST & 10TH AVE** **N/A**
< 1/8 **MT VERNON, NY**
0.096 mi.
506 ft. **Site 4 of 9 in cluster J**

Relative:
Higher

Actual:
144 ft.

NY MANIFEST:

Name:	CON EDISON
Address:	W 3RD ST & 10TH AVE
City,State,Zip:	MT VERNON, NY
Country:	USA
EPA ID:	NYP004692695
Facility Status:	Not reported
Location Address 1:	W 3RD ST & 10TH AVE
Code:	BP

CON EDISON (Continued) **S117536775**

Location Address 2:	MH 350
Total Tanks:	Not reported
Location City:	MT VERNON
Location State:	NY
Location Zip:	Not reported
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004692695
Mailing Name:	CON EDISON
Mailing Contact:	TOM TEELING
Mailing Address 1:	4 IRVING PL 15TH FL
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124603770

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD006982359
Trans2 State ID:	Not reported
Generator Ship Date:	11/10/2014
Trans1 Recv Date:	11/10/2014
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	11/13/2014
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004692695
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NJD002200046
TSDF ID 2:	Not reported
Manifest Tracking Number:	012774816JJK
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H110
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	25

CON EDISON (Continued) **S117536775**

Units:	P - Pounds
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

J31 **CON EDISON MANHOLE 611** **RCRA NonGen / NLR** **1014926238**
North **W 3RD ST & S 10TH AVE** **NY MANIFEST** **NYP004239669**
< 1/8 **MOUNT VERNON, NY 10557**
0.096 mi.
506 ft. **Site 5 of 9 in cluster J**

Relative:
Higher

Actual:
144 ft.

RCRA NonGen / NLR:

Date Form Received by Agency:		20110908
Handler Name:	CON EDISON MANHOLE 611	
Handler Address:		W 3RD ST & S 10TH AVE
Handler City,State,Zip:		MOUNT VERNON, NY 10557
EPA ID:		NYP004239669
Contact Name:		DENNIS ROHRER
Contact Address:		Not reported
Contact City,State,Zip:		Not reported
Contact Telephone:		914-925-6219
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		SR SPECIALIST
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		4 IRVING PL, RM 828
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:		Not reported
Owner Type:		Not reported
Operator Name:		Not reported
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No

CON EDISON MANHOLE 611 (Continued) **1014926238**

Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20111206
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Biennial: List of Years
Year: 2011

Click Here for Biennial Reporting System Data:

Hazardous Waste Summary:
Waste Code: D008
Waste Description: LEAD

Waste Code: D018
Waste Description: BENZENE

CON EDISON MANHOLE 611 (Continued) **1014926238**

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	CONSOLIDATED EDISON COMPANY OF NY, INC.
Legal Status:	Private
Date Became Current:	20110809
Date Ended Current:	Not reported
Owner/Operator Address:	4 IRVING PLACE, 15TH FL
Owner/Operator City,State,Zip:	NEW YORK, NY 10003
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	CONSOLIDATED EDISON COMPANY OF NY, INC.
Legal Status:	Private
Date Became Current:	20110809
Date Ended Current:	Not reported
Owner/Operator Address:	4 IRVING PLACE, 15TH FL
Owner/Operator City,State,Zip:	NEW YORK, NY 10003
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20120306
Handler Name: CON EDISON - MANHOLE 611	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20110809
Handler Name: CON EDISON MANHOLE 611	
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20110908
Handler Name: CON EDISON MANHOLE 611	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY

CON EDISON MANHOLE 611 (Continued) **1014926238**

Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Code:	221122
NAICS Description:	ELECTRIC POWER DISTRIBUTION

Facility Has Received Notices of Violations:

Violations:	No Violations Found

Evaluation Action Summary:

Evaluations:	No Evaluations Found

NY MANIFEST:

Name:	CONSOLIDATED EDISON - MH611
Address:	WEST 3RD STREET &
City,State,Zip:	MOUNT VERNON, NY 10557
Country:	USA
EPA ID:	NYP004239669
Facility Status:	Not reported
Location Address 1:	WEST 3RD STREET &
Code:	BP
Location Address 2:	SOUTH 10TH AVENUE
Total Tanks:	Not reported
Location City:	MOUNT VERNON
Location State:	NY
Location Zip:	10557
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004239669
Mailing Name:	CONSOLIDATED EDISON - MH611
Mailing Contact:	TOM TEELING
Mailing Address 1:	4 IRVING PLACE RM 828
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124603770

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NJD003812047

CON EDISON MANHOLE 611 (Continued) **1014926238**

Trans2 State ID:	Not reported
Generator Ship Date:	08/09/2011
Trans1 Recv Date:	08/09/2011
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	08/15/2011
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004239669
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NYD077444263
TSDF ID 2:	Not reported
Manifest Tracking Number:	001127782GBF
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H141
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	300
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	6
Container Type:	DM - Metal drums, barrels
Handling Method:	B Incineration, heat recovery, burning.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	D018
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

J32 **CON EDISON** **NY MANIFEST** **S117536743**
North **S 10TH AVE & W 3RD ST** **N/A**
< 1/8 **MT VERNON, NY**
0.096 mi.
506 ft. **Site 6 of 9 in cluster J**

Relative:
Higher

Actual:
144 ft.

NY MANIFEST:

Name:	CON EDISON
Address:	S 10TH AVE & W 3RD ST
City,State,Zip:	MT VERNON, NY
Country:	USA
EPA ID:	NYP004692398
Facility Status:	Not reported
Location Address 1:	S 10TH AVE & W 3RD ST

CON EDISON (Continued) **S117536743**

Code:	BP
Location Address 2:	MH 656
Total Tanks:	Not reported
Location City:	MT VERNON
Location State:	NY
Location Zip:	Not reported
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004692398
Mailing Name:	CON EDISON
Mailing Contact:	TOM TEELING
Mailing Address 1:	4 IRVING PL 15TH FL
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124603770

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD006982359
Trans2 State ID:	NJ0000027193
Generator Ship Date:	11/08/2014
Trans1 Recv Date:	11/08/2014
Trans2 Recv Date:	11/09/2014
TSD Site Recv Date:	11/12/2014
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004692398
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NJD002200046
TSDF ID 2:	Not reported
Manifest Tracking Number:	012771824JJK
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H110
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported

CON EDISON (Continued) **S117536743**

Quantity:	50
Units:	P - Pounds
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

J33 **MANHOLE #10811** **NY Spills** **S104282812**
North **10TH AVE & WEST 3RD ST** **N/A**
< 1/8 **YONKERS, NY**
0.096 mi.
507 ft. **Site 7 of 9 in cluster J**

Relative:
Higher

Actual:
144 ft.

SPILLS:

Name:	MANHOLE #10811
Address:	10TH AVE & WEST 3RD ST
City,State,Zip:	YONKERS, NY
Spill Number/Closed Date:	9908252 / 1999-10-07
Facility ID:	9908252
Facility Type:	ER
DER Facility ID:	62120
Site ID:	64466
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6018
Spill Date:	1999-10-07
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1999-10-07
CID:	252
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1999-10-07
Spill Record Last Update:	1999-10-19
Spiller Name:	UNKNOWN
Spiller Company:	Unknown
Spiller Address:	UNKNOWN
Spiller Company:	999
Contact Name:	MARK SCHLEGEL
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"NO SEWERS OR WATERWAYS AFFECTED. CON ED #128297"

MANHOLE #10811 (Continued) **S104282812**

All Materials:

Site ID:	64466
Operable Unit ID:	1082541
Operable Unit:	01
Material ID:	300930
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	4.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

J34 **MANHOLE 10810** **NY Spills** **S104282809**
North **WEST 1ST ST & 10TH AV** **N/A**
< 1/8 **YONKERS, NY**
0.096 mi.
507 ft. **Site 8 of 9 in cluster J**

Relative:
Higher

Actual:
144 ft.

SPILLS:

Name:	MANHOLE 10810
Address:	WEST 1ST ST & 10TH AV
City,State,Zip:	YONKERS, NY
Spill Number/Closed Date:	9908246 / 1999-10-12
Facility ID:	9908246
Facility Type:	ER
DER Facility ID:	146877
Site ID:	174659
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6018
Spill Date:	1999-10-07
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	1999-10-07
CID:	211
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1999-10-07
Spill Record Last Update:	1999-10-19
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	MARK SCHLAGEL
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE 10/12/99 CLEANUP REPORT TO BE SENT TO TARRYTOWN. NFA"

MANHOLE 10810 (Continued) **S104282809**

Remarks: "4.5 GALS UNK OIL ON 200 GALS WATER - CLEAN UP PENDING LAB RESULTS CON ED #128295"

All Materials:

Site ID:	174659
Operable Unit ID:	1086908
Operable Unit:	01
Material ID:	300923
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

J35 **MANHOLE 13638** **NY Spills** **S104282810**
North **10TH AVE WEST 1ST ST** **N/A**
< 1/8 **YONKERS, NY**
0.096 mi.
507 ft. **Site 9 of 9 in cluster J**

Relative:
Higher

Actual:
144 ft.

SPILLS:

Name:	MANHOLE 13638
Address:	10TH AVE WEST 1ST ST
City,State,Zip:	YONKERS, NY
Spill Number/Closed Date:	9908249 / 1999-10-07
Facility ID:	9908249
Facility Type:	ER
DER Facility ID:	200902
Site ID:	244579
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6018
Spill Date:	1999-10-07
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1999-10-07
CID:	211
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1999-10-07
Spill Record Last Update:	1999-10-19
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	MARK SCHLAGEL

MANHOLE 13638 (Continued) **S104282810**

DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks: "4.5 GALS PRODUCT ON 300 GALS WATER - CLEAN UP PENDING LAB RESULTS CON ED 128296"

All Materials:
Site ID: 244579
Operable Unit ID: 1082537
Operable Unit: 01
Material ID: 300927
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: 5.00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: MANHOLE 13638
Address: 10TH ST/1ST ST
City,State,Zip: YONKERS, NY
Spill Number/Closed Date: 0104776 / 2001-08-06
Facility ID: 0104776
Facility Type: ER
DER Facility ID: 75536
Site ID: 81675
DEC Region: 3
Spill Cause: Unknown
Spill Class: C4
SWIS: 6018
Spill Date: 2001-08-02
Investigator: jbodee
Referred To: Not reported
Reported to Dept: 2001-08-03
CID: 211
Water Affected: Not reported
Spill Source: Unknown
Spill Notifier: Affected Persons
Cleanup Ceased: Not reported
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2001-08-03
Spill Record Last Update: 2001-08-17
Spiller Name: Not reported
Spiller Company: UNKNOWN
Spiller Address: Not reported
Spiller Company: 001
Contact Name: SEAN MCKEEVER
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE 08/06/2001 REPORT TO BE SENT TO TARRYTOWN. NO FURTHER ACTION."
Remarks: "sample taken less 1ppm pcb - 2 gals unk oil on 100 gals water - confined to manhole - con ed 138648 - clean up to be scheduled"

MANHOLE 13638 (Continued) **S104282810**

All Materials:

Site ID:	81675
Operable Unit ID:	841517
Operable Unit:	01
Material ID:	533256
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	2.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

K36 **CONSTRUCTION YARD** **NY LTANKS** **S106000553**
NW **215 SOUTH 13TH AVE** **NY Spills** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.096 mi.
507 ft. **Site 1 of 5 in cluster K**

Relative:
Lower

Actual:
131 ft.

LTANKS:

Name:	LUCADAMO & SON INC
Address:	215 SOUTH 13TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9213195 / 1993-06-15
Facility ID:	9213195
Site ID:	193336
Spill Date:	1993-02-26
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	1993-06-15
SWIS:	6008
Investigator:	WXWADSWO
Referred To:	Not reported
Reported to Dept:	1993-02-26
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1993-02-27
Spill Record Last Update:	2003-09-04
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	161199
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was

CONSTRUCTION YARD (Continued) **S106000553**

WADSWORTH 09/27/95: This is additional information about material spilled from the translation of the old spill file: TANK TEST."

Remarks: "ABORTED TEST SIX YEARS OLD SUSPECT PLUMBING WILL EIR PETROTITE GROSS"

Not reported

All TTF:

Facility ID:	9213195
Spill Number:	9213195
Spill Tank Test:	1541219
Site ID:	193336
Tank Number:	Not reported
Tank Size:	0
Material:	0008
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	193336
Operable Unit ID:	980371
Operable Unit:	01
Material ID:	403000
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Oxygenate:	Not reported

SPILLS:

Name:	CONSTRUCTION YARD
Address:	215 SOUTH 13TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0110112 / 2004-12-02
Facility ID:	0110112
Facility Type:	ER
DER Facility ID:	161199
Site ID:	193335
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	B3
SWIS:	6008
Spill Date:	2002-01-21
Investigator:	WCHD
Referred To:	WESTCHESTER CNTY HEALTH D
Reported to Dept:	2002-01-21
CID:	390

CONSTRUCTION YARD (Continued) **S106000553**

Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Local Agency
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2002-01-21
Spill Record Last Update:	2004-12-15
Spiller Name:	ERIC MUIN
Spiller Company:	CONSTRUCTION YARD
Spiller Address:	215 SOUTH 13TH AVE
Spiller Company:	001
Contact Name:	ERIC MUIN
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCHD - BECK 03/01/2002 LETTER SENT TO LUCADAMO & SONS BY F. BECK (WCDOH); CLOSURE REPORT SUBMITTED BY AMERICAN ENV. HAS BEEN REVIEWED. SOIL SAMPLE RESULTS SHOW THERE IS SOIL CONTAMINATION PRESENT. WCDOH REQUIRES A GROUNDWATER SAMPLE BE TAKEN NEAR THE EXCAVATION SITES TO DETERMINE EXTENT OF CONTAMINATION. 07/25/03: LETTER SENT TO LUCADAMO & SONS BY F. BECK (WCDOH); Groundwater sample results never received by WCDOH. Copy requested by 09/12/2003. 10/06/03: Letter to Lucadamo & Sons by F. Beck Jr., WCDOH dated 9/15/2003. Groundwater sample results from Handex Group have been reviewed. Results show significant contamination. WCDOH requires additional samples. Results to be sumbitted by 10/31/2003. 11/14/03: Letter to Lucadamo & Sons by F. Beck Jr., WCDOH dated 11/10/2003. Groundwater sample results from Handex Group indicate there is still contamination. WCDOH requires at least 2 more rounds of sampling. Results of 1st round of sampling due 3/31/2004. 12/15/04: Letter to Gino Lucadamo, Lucadamo & Sons dated 2Dec2004. Spill closed by Frederick Beck, Jr., WCDOH."
Remarks:	"UNDERGROUND STORAGE TANK LEAKED - SOIL CONTAMINATION WAS DISCOVERED AROUND TANK DURING REMOVAL"

All Materials:

Site ID:	193335
Operable Unit ID:	847232
Operable Unit:	01
Material ID:	527746
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

L37 NNE < 1/8 0.100 mi. 529 ft. | **CASTRO / SLOMINS 212 SOUTH 9 AVE MOUNT VERNON, NY** | **NY Spills** | **S117363814 N/A**

Site 1 of 4 in cluster L

Relative: Higher

Actual: 148 ft.

SPILLS:

Name:	CASTRO / SLOMINS
Address:	212 SOUTH 9 AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1407651 / 2015-11-18
Facility ID:	1407651
Facility Type:	ER
DER Facility ID:	456177
Site ID:	501179
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	B3
SWIS:	6008
Spill Date:	2014-10-24
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2014-10-24
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	2014-10-24
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2014-10-24
Spill Record Last Update:	2015-11-18
Spiller Name:	STEVE DALTON
Spiller Company:	SLOMINS FUEL
Spiller Address:	125 LAUMAN LANE
Spiller Company:	999
Contact Name:	CASTRO
DEC Memo:	"10/24/14 Slomins Fuel overfilled 275 AST in Castro's basement, and according to both Slomin's and Castro, fuel oil is seeping out of the basement wall. FD is on site, putting speedidri on basement floor. Slomins has hired Milro to do spill cleanup. Todd Ghiosay enroute. WCHD was initially contacted but were all in training. dw 10/24/14 Met with the homeowner Mr. Castro who stated that his tank was filled in August and he hadn't turned on the furnace yet, so his tank was full. He arrived home to find that Slomins just attempted to make a delivery and overfilled the tank. Ooil sprayed out of the vent against the house and surrrounding soil and alos discharged to the sidewalk in front of the house from some sort of drain pipe. I entered the home and found a Slomins technician on the floor holding a cracked nipple on the bottom of the tank. He stated that if he let it go, the contents of the tank would quickly drain out from the crack. Soon after I arrived, the Milro crew showed up and put a vacuum on the tank with a ShopVac so the Slomins tech could release his grip on the fitting. Milro also started the cleanup by sweeping up speedidry spread by the Fire Dept. in the three interior rooms that were impacted by the spill. A temp tank was being bought to the

CASTRO / SLOMINS (Continued) **S117363814**

house so that the remaining oil could be pumped over from the broken tank. TG 10/14/15 Milro Inc. submitted a remediation report documenting the cleanup efforts. Report in DecDoc's NFA. TG 11/06/14 Milro is working at the Castro residence, 212 9th ave Mt Vernon, on behalf of Slomins oil. Oil contaminated soil is currently being removed from the area outside the house by the vent pipe. Oil contaminated soil was detected below the concrete slab in the furnace room, tank room, and hallway in the basement. The furnace has been disconnected and removed from the area. Slomins has condemned the existing furnace. Milro has installed a temporary furnace, raised off the floor, to allow excavation of contaminated soil from furnace area and provide heat for the residence. The plan is to remediate the furnace area first to allow the reinstallation of a new furnace. Excavation of the remaining contaminated soil in the furnace room will continue upon completion of the installation. I will update you as work continues at the site. TG Paul Basso Milro Associates, Inc. 49 Hanse Ave Freeport, NY 11520 516 379 1500"

Remarks: "clean up pending"

All TTF:

Facility ID:	1407651
Spill Number:	1407651
Spill Tank Test:	2496211
Site ID:	501179
Tank Number:	Not reported
Tank Size:	275
Material:	0001
EPA UST:	False
UST:	False
Cause:	02
Source:	01
Test Method:	NN
Test Method 2:	Testing Not Required
Leak Rate:	Not reported
Gross Fail:	Not reported
Modified By:	DXWEITZ
Last Modified Date:	Not reported

All Materials:

Site ID:	501179
Operable Unit ID:	1250580
Operable Unit:	01
Material ID:	2252348
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

L38 NNE < 1/8 0.100 mi. 529 ft. | **SMITH RESIDENCE 212 SOUTH 9TH AVE MOUNT VERNON, NY** | **NY Spills** | **S104498375 N/A**

Site 2 of 4 in cluster L

Relative: Higher

Actual: 148 ft.

SPILLS:

Name:	SMITH RESIDENCE
Address:	212 SOUTH 9TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9307083 / 1993-09-13
Facility ID:	9307083
Facility Type:	ER
DER Facility ID:	251673
Site ID:	311990
DEC Region:	3
Spill Cause:	Human Error
Spill Class:	C4
SWIS:	6008
Spill Date:	1993-09-10
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1993-09-10
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	1993-09-13
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1993-09-13
Spill Record Last Update:	2004-04-29
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 01/05/94: NO DEC RESPONSE. "
Remarks:	"OVERFILL ON DELIVERY TO FULL TANK CLEANED UP WITH PADS & SPEEDI-DRI"

All Materials:

Site ID:	311990
Operable Unit ID:	985535
Operable Unit:	01
Material ID:	393359
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

M39 ESE < 1/8 0.101 mi. 532 ft. | **INTERSECTION WEST 5TH ST & SOUTH 9TH MOUNT VERNON, NY** | **NY Spills** | **S106016290 N/A**

Site 1 of 7 in cluster M

Relative: Lower

Actual: 131 ft.

SPILLS:

Name:	INTERSECTION
Address:	WEST 5TH ST & SOUTH 9TH
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0304180 / 2003-07-22
Facility ID:	0304180
Facility Type:	ER
DER Facility ID:	129099
Site ID:	152088
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	2003-07-21
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2003-07-21
CID:	252
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2003-07-21
Spill Record Last Update:	2003-08-05
Spiller Name:	TOM MARCINEK
Spiller Company:	INTERSECTION
Spiller Address:	WEST 5TH ST & SOUTH 9TH
Spiller Company:	001
Contact Name:	TOM MARCINEK
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE "
Remarks:	"1/2 OUNCE OF MATERIAL SPILLED FROM AN AERIAL CABLE ON TO ROADWAY. CLEANUP CREW PENDING. REPAIRS ARE BEING DONE AT THIS TIME. CON ED #149399. "

All Materials:

Site ID:	152088
Operable Unit ID:	871088
Operable Unit:	01
Material ID:	505038
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

M40 ESE < 1/8 0.101 mi. 534 ft. | **SPILL NUMBER 0006508**
WEST 5TH ST/SOUTH 9TH AVE
MOUNT VERNON, NY

Site 2 of 7 in cluster M

NY Spills | **S104789016**
N/A

Relative: Lower

Actual: 130 ft.

SPILLS:

Name:	SPILL NUMBER 0006508
Address:	WEST 5TH ST/SOUTH 9TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0006508 / 2000-08-31
Facility ID:	0006508
Facility Type:	ER
DER Facility ID:	112417
Site ID:	130461
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	2000-08-31
Investigator:	WXWADSWO
Referred To:	Not reported
Reported to Dept:	2000-08-31
CID:	396
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2000-08-31
Spill Record Last Update:	2000-09-14
Spiller Name:	Not reported
Spiller Company:	CON EDISON
Spiller Address:	4 IRVING PLACE
Spiller Company:	001
Contact Name:	TED ROBICHAUD
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WADSWORTH "
Remarks:	"leak from an overhead cabel...clean up underway...ref #133153."

All Materials:

Site ID:	130461
Operable Unit ID:	829340
Operable Unit:	01
Material ID:	547623
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

M41 ESE < 1/8 0.101 mi. 534 ft. | **SPILL NUMBER 9607799**
WEST 5TH ST/SOUTH 9TH AVE
MOUNT VERNON, NY

Site 3 of 7 in cluster M

NY Spills | **S104645331**
N/A

Relative: Lower

Actual: 130 ft.

SPILLS:

Name:	SPILL NUMBER 9607799
Address:	WEST 5TH ST/SOUTH 9TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9607799 / 1996-09-21
Facility ID:	9607799
Facility Type:	ER
DER Facility ID:	103848
Site ID:	119560
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6000
Spill Date:	1996-09-21
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1996-09-21
CID:	312
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1996-09-21
Spill Record Last Update:	1996-11-05
Spiller Name:	Not reported
Spiller Company:	CON EDISON
Spiller Address:	128 WEST END AVENUE
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"CABLE LEAKED 1 PINT INTO SOIL"

All Materials:

Site ID:	119560
Operable Unit ID:	1038950
Operable Unit:	01
Material ID:	347058
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

M42 ESE < 1/8 0.101 mi. 534 ft. | **INTERSECTION WEST 5TH ST/SOUTH 9TH AVE MOUNT VERNON, NY** | **NY Spills** | **S106016292 N/A**

Site 4 of 7 in cluster M

Relative: Lower

Actual: 130 ft.

SPILLS:

Name:	INTERSECTION
Address:	WEST 5TH ST/SOUTH 9TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0304181 / 2003-07-22
Facility ID:	0304181
Facility Type:	ER
DER Facility ID:	112417
Site ID:	158595
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	2003-07-21
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2003-07-21
CID:	252
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2003-07-21
Spill Record Last Update:	2003-08-05
Spiller Name:	TOM MARCINEK
Spiller Company:	INTERSECTION
Spiller Address:	WEST 5TH ST & SOUTH 9TH
Spiller Company:	001
Contact Name:	TOM MARCINEK
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE "
Remarks:	"REPAIRS ARE BEING MADE TO A AERIAL JOINT WITH CLEANUP TO FOLLOW APPROX 1/2 OUNCE OF MATERIAL WAS SPILLED ONTO THE GROUND. CON ED #149400"

All Materials:

Site ID:	158595
Operable Unit ID:	871089
Operable Unit:	01
Material ID:	505039
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

INTERSECTION (Continued) **S106016292**

Name:	INTERSECTION
Address:	WEST 5TH ST/SOUTH 9TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0304182 / 2003-07-22
Facility ID:	0304182
Facility Type:	ER
DER Facility ID:	112417
Site ID:	158596
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	2003-07-21
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2003-07-21
CID:	252
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2003-07-21
Spill Record Last Update:	2003-08-05
Spiller Name:	TOM MARCINEK
Spiller Company:	INTERSECTION
Spiller Address:	WEST 5TH ST & SOUTH 9TH
Spiller Company:	001
Contact Name:	TOM MARCINEK
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE "
Remarks:	"1/2 OUNCE OF MATERIAL WAS SPILLED FROM AN AERIAL JOINT-REPAIRS ARE BEING MADE WITH CLEANUP TO FOLLOW. CON ED #149401."

All Materials:

Site ID:	158596
Operable Unit ID:	872446
Operable Unit:	01
Material ID:	505040
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

M43 ESE < 1/8 0.101 mi. 534 ft. | **POLE 6**
WEST 5TH ST/SOUTH 9TH AVE
MOUNT VERNON, NY

Site 5 of 7 in cluster M

NY Spills | **S103938129**
N/A

Relative: Lower

Actual: 130 ft.

SPILLS:

Name:	POLE 6
Address:	WEST 5TH ST/SOUTH 9TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9902674 / 1999-06-08
Facility ID:	9902674
Facility Type:	ER
DER Facility ID:	112417
Site ID:	261913
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	1999-06-08
Investigator:	DVWEHRFR
Referred To:	Not reported
Reported to Dept:	1999-06-08
CID:	382
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1999-06-08
Spill Record Last Update:	1999-06-08
Spiller Name:	CALLER
Spiller Company:	CON ED
Spiller Address:	4 IRVING PLACE
Spiller Company:	001
Contact Name:	STEVEN CRIBBIN
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WEHRFRITZ "
Remarks:	"LEAKING CABLE JOINT CAUSED THE 1 PT SPILL. CLEAN UP IN MPROGRESS. CON ED 125-425"

All Materials:

Site ID:	261913
Operable Unit ID:	1077313
Operable Unit:	01
Material ID:	306176
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

K44 NNW < 1/8 0.102 mi. 540 ft. | **POLE W8**
212 W 3RD ST & S 12 AVE
YONKERS, NY

Site 2 of 5 in cluster K

NY Spills | **S104194345**
N/A

Relative: Lower

Actual: 132 ft.

SPILLS:

Name:	POLE W8
Address:	212 W 3RD ST & S 12 AVE
City,State,Zip:	YONKERS, NY
Spill Number/Closed Date:	9906244 / 1999-08-25
Facility ID:	9906244
Facility Type:	ER
DER Facility ID:	242968
Site ID:	300375
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6018
Spill Date:	1999-08-25
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1999-08-25
CID:	389
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1999-08-25
Spill Record Last Update:	1999-09-07
Spiller Name:	SAME
Spiller Company:	CON EDISON
Spiller Address:	4 IRVING PLACE
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"CALLER REPORTS THAT AN ARIEL CABLE FEEDER MALFUNCTIONED CAUSING A LEAK OF 3 DROPS LESS THAN 1 OZ CONED#127407 OIL FOUND ON SIDEWALK CALBE WAS PREVIOUS WRAPPED BUT LEAKING 3 OTHER C-FAULTS BAGGED OF 12/4/97 SPILL IS CONTAINED CREW ON SCENE AWAITING WORD ON CLEAN UP CLEAN UP PPER 50-499 PPM NO CALLBACK NECESSARY"

All Materials:

Site ID:	300375
Operable Unit ID:	1080681
Operable Unit:	01
Material ID:	302513
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	3.00
Units:	G
Recovered:	.00

POLE W8 (Continued) **S104194345**

Oxygenate: Not reported

N45 NE < 1/8 0.106 mi. 562 ft. **AERIAL CABLE POLE #7 4TH ST & 9TH AVE MOUNT VERNON, NY** **NY Spills** **S103938029 N/A**

Site 1 of 4 in cluster N

Relative: Lower

Actual: 138 ft.

SPILLS:

Name:	AERIAL CABLE POLE #7
Address:	4TH ST & 9TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9902579 / 1999-06-09
Facility ID:	9902579
Facility Type:	ER
DER Facility ID:	223136
Site ID:	274327
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6000
Spill Date:	1999-06-06
Investigator:	BONDS
Referred To:	Not reported
Reported to Dept:	1999-06-06
CID:	390
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1999-06-06
Spill Record Last Update:	1999-06-09
Spiller Name:	CALLER
Spiller Company:	CON ED
Spiller Address:	4 IRVING PLACE
Spiller Company:	001
Contact Name:	CON ED
DEC Memo:	""
Remarks:	"FLUID LEAKED OUT OF A CABLE ONTO A TREE APPROX 1 PINT NONE RECOVERED AS OF YET CON ED # 125362 ALSO A 1 FOOT DRY SPOT DRY SPOT ON THE SOIL AND IT WILL BE REMOVED BY CON ED WILL BE TREATED AS 499 PARTS PER MILLION"

All Materials:

Site ID:	274327
Operable Unit ID:	1077264
Operable Unit:	01
Material ID:	306087
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum

AERIAL CABLE POLE #7 (Continued) **S103938029**

Quantity: 1.00
Units: G
Recovered: .00
Oxygenate: Not reported

N46
NE
< 1/8
0.106 mi.
562 ft.

CONSOLIDATED EDISON
W 4TH ST & S 9TH AVE
MT VERNON, NY

NY MANIFEST **1009238003**
N/A

Site 2 of 4 in cluster N

Relative:
Lower

Actual:
138 ft.

NY MANIFEST:

Name:	CONSOLIDATED EDISON
Address:	W 4TH ST & S 9TH AVE
City,State,Zip:	MT VERNON, NY
Country:	USA
EPA ID:	NYP004038386
Facility Status:	Not reported
Location Address 1:	W 4TH ST & S 9TH AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MT VERNON
Location State:	NY
Location Zip:	Not reported
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004038386
Mailing Name:	CONSOLIDATED EDISON
Mailing Contact:	FRANKLIN MURRAY
Mailing Address 1:	4 IRVING PLACE RM 828
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124602808

K47
NW
< 1/8
0.109 mi.
573 ft.

POLE 7
212 WEST 3RD STREET
MOUNT VERNON, NY

NY Spills **S109063373**
N/A

Site 3 of 5 in cluster K

Relative:
Lower

Actual:
132 ft.

SPILLS:

Name:	POLE 7
Address:	212 WEST 3RD STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0802353 / 2008-06-02
Facility ID:	0802353
Facility Type:	ER
DER Facility ID:	347829
Site ID:	398472

POLE 7 (Continued) **S109063373**

DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C3
SWIS:	6008
Spill Date:	2008-05-30
Investigator:	mbmastro
Referred To:	Not reported
Reported to Dept:	2008-05-30
CID:	404
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	Not reported
Remediation Phase:	0
Date Entered In Computer:	2008-05-30
Spill Record Last Update:	2008-06-02
Spiller Name:	ERTSDESK
Spiller Company:	POLE 7
Spiller Address:	212 WEST 3RD STREET
Spiller Company:	001
Contact Name:	ERTSDESK
DEC Memo:	"NFA."
Remarks:	"1 ounce on concrete; clean up pending resources; con ed 211617"

All Materials:

Site ID:	398472
Operable Unit ID:	1155357
Operable Unit:	01
Material ID:	2146225
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

I48 **POLE 9635** **NY Spills** **S110243544**
SSW **2105 NEREID AVE** **N/A**
< 1/8 **BRONX, NY**
0.112 mi.
590 ft. **Site 3 of 3 in cluster I**

Relative:
Lower

Actual:
130 ft.

SPILLS:

Name:	POLE 9635
Address:	2105 NEREID AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0913503 / 2010-04-27
Facility ID:	0913503
Facility Type:	ER
DER Facility ID:	375332
Site ID:	426451

POLE 9635 (Continued) **S110243544**

DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2010-03-23
Investigator:	Con Ed Unassigned
Referred To:	Not reported
Reported to Dept:	2010-03-23
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2010-03-23
Spill Record Last Update:	2010-04-27
Spiller Name:	Not reported
Spiller Company:	CON ED
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	ERT
DEC Memo:	"04/27/10 - See eDocs for Con Ed report detailing cleanup and closure. 03/23/10- Zhune spoke to ERT. Switches from transformer sparkling. No injuries and no drain and soil impacted. 1 qt of oil hit the asphalt of the street. Spill has been cleaned up. "
Remarks:	"approx 1qt transformer oil spilled onto asphalt, clean up pending, switches are on fire, waiting to put out."

All Materials:

Site ID:	426451
Operable Unit ID:	1182132
Operable Unit:	01
Material ID:	2176288
Material Code:	0020A
Material Name:	transformer oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

O49 **TAYLOR RES** **NY LTANKS** **S106737937**
SSE **446 SOUTH 10TH AVE** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.112 mi.
592 ft. **Site 1 of 3 in cluster O**

Relative:
Lower

Actual:
129 ft.

LTANKS:

Name:	TAYLOR RES
Address:	446 SOUTH 10TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0411603 / 2005-01-30

TAYLOR RES (Continued) **S106737937**

Facility ID:	0411603
Site ID:	336845
Spill Date:	2005-01-28
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	DVWEHRFR
Referred To:	Not reported
Reported to Dept:	2005-01-29
CID:	27
Water Affected:	Not reported
Spill Notifier:	Fire Department
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2005-01-31
Spill Record Last Update:	2005-02-03
Spiller Name:	VERONICA DANIELS
Spiller Company:	COMMUNITY FUEL OIL CO
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	GERGORY TAYLOR
Spiller Phone:	(914) 664-2447
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	272188
DEC Memo:	""
Remarks:	"Caller reports a tank overfill. Spill was in the basement on a concrete floor. Callers company did the cleanup."

All Materials:

Site ID:	336845
Operable Unit ID:	1098846
Operable Unit:	01
Material ID:	579051
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	10.00
Oxygenate:	Not reported

M50 ESE < 1/8 0.118 mi. 622 ft. | **SPILL NUMBER 0310013**
351 SOUTH 9TH STREET
MOUNT VERNON, NY

Site 6 of 7 in cluster M

NY Spills | **S106125051**
N/A

Relative: Lower

Actual: 130 ft.

SPILLS:

Name:	SPILL NUMBER 0310013
Address:	351 SOUTH 9TH STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0310013 / 2003-11-25
Facility ID:	0310013
Facility Type:	ER
DER Facility ID:	266348
Site ID:	331175
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	2003-11-25
Investigator:	dxtraver
Referred To:	Not reported
Reported to Dept:	2003-11-25
CID:	444
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	Not reported
Spill Record Last Update:	2003-12-12
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	351 SOUTH 9TH STREET
Spiller Company:	001
Contact Name:	SCHLAGEL
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TRAVER "
Remarks:	"fuel line rupture"

All Materials:

Site ID:	331175
Operable Unit ID:	875147
Operable Unit:	01
Material ID:	498966
Material Code:	0010
Material Name:	hydraulic oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

51 WNW < 1/8 0.119 mi. 629 ft. | **PRIVATE DWELLING 912 CRANFORD AVE BRONX, NY** | **NY Spills** | **S112226061 N/A**

Relative: Lower

Actual: 127 ft.

SPILLS:

Name:	PRIVATE DWELLING
Address:	912 CRANFORD AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1205140 / 2015-08-07
Facility ID:	1205140
Facility Type:	ER
DER Facility ID:	422358
Site ID:	468061
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2012-08-21
Investigator:	RMPIPER
Referred To:	Not reported
Reported to Dept:	2012-08-21
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2012-08-21
Spill Record Last Update:	2015-08-07
Spiller Name:	Not reported
Spiller Company:	PROPERTY OWNER
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	LOUIE MILLS
DEC Memo:	"7/13/15 TJD File review. Spill reassigned from AH Primary (Ahmed) to Piper. Stain on ground under tank called in by petro. No active leak. SPill closed."
Remarks:	"STAIN ON CEMENT BENEATH TANK."

All Materials:

Site ID:	468061
Operable Unit ID:	1217993
Operable Unit:	01
Material ID:	2216346
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

K52 NNW < 1/8 0.120 mi. 633 ft. | **CON EDISON**
209 W 3RD ST
MOUNT VERNON, NY 10550
Site 4 of 5 in cluster K

RCRA NonGen / NLR | **1012185021**
NY MANIFEST | **NYP004158234**

Relative: Lower
Actual: 132 ft.

RCRA NonGen / NLR:

Date Form Received by Agency:		20160601
Handler Name:	CON EDISON	
Handler Address:		209 W 3RD ST
Handler City,State,Zip:		MOUNT VERNON, NY 10550
EPA ID:		NYP004158234
Contact Name:		ANTHONY BUDA
Contact Address:		Not reported
Contact City,State,Zip:		Not reported
Contact Telephone:		718-267-3852
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R3
Mailing Address:		4 IRVING PL, RM 828
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:		Not reported
Owner Type:		Not reported
Operator Name:		Not reported
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		NN
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported

CON EDISON (Continued) **1012185021**

Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20161102
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20080430
Handler Name: CON EDISON	
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
State District Owner:	Not reported
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20160601
Handler Name: CON EDISON	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported

CON EDISON (Continued) **1012185021**

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

NY MANIFEST:

Name:	CONSOLIDATED EDISON
Address:	209 W 3RD ST
City,State,Zip:	MOUNT VERNON, NY 10550
Country:	USA
EPA ID:	NYP004158234
Facility Status:	Not reported
Location Address 1:	209 WEST 3RD AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MOUNT VERNON
Location State:	NY
Location Zip:	10550
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004158234
Mailing Name:	CONSOLIDATED EDISON
Mailing Contact:	FRANKLYN MURRAY
Mailing Address 1:	4 IRVING PL RM 828
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124602808

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD006982359
Trans2 State ID:	Not reported
Generator Ship Date:	05/02/2008
Trans1 Recv Date:	05/02/2008
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	05/02/2008
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004158234

CON EDISON (Continued) **1012185021**

Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NYD000705939
TSDF ID 2:	Not reported
Manifest Tracking Number:	002013144FLE
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H135
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	60
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	2
Container Type:	DM - Metal drums, barrels
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D018
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

53
North
< 1/8
0.121 mi.
640 ft.

SPILL NUMBER 0104230
149 SOUTH 11TH AVE
MOUNT VERNON, NY

NY LTANKS **S105135020**
N/A

Relative:
Lower

Actual:
138 ft.

LTANKS:

Name:	SPILL NUMBER 0104230
Address:	149 SOUTH 11TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0104230 / 2001-12-13
Facility ID:	0104230
Site ID:	267526
Spill Date:	2001-07-20
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	B4
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2001-07-20

SPILL NUMBER 0104230 (Continued) **S105135020**

CID:	211
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2001-07-20
Spill Record Last Update:	2002-03-22
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	149 SOUTH 11TH AV
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	217933
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE 12/13/2001 TAKE PRIDE DISPOSED OF 73.08 TONS OF SOIL. MT. VERNON FD INSPECTED BEFORE BACKFILL. NO FURTHER ACTION."
Remarks:	"during tank removal soil contamination discovered "

All Materials:

Site ID:	267526
Operable Unit ID:	840852
Operable Unit:	01
Material ID:	532730
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

M54 **CON ED MGP SITE (V00569)** **NY Spills** **S126996547**
ESE **103 WEST 5TH ST** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.125 mi.
659 ft. **Site 7 of 7 in cluster M**

Relative:
Lower

Actual:
128 ft.

SPILLS:

Name:	CON ED MGP SITE (V00569)
Address:	103 WEST 5TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	2004742 / Not Reported
Facility ID:	2004742
Facility Type:	ER
DER Facility ID:	558734
Site ID:	610497
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	B4
SWIS:	6008

CON ED MGP SITE (V00569) (Continued) **S126996547**

Spill Date:	2020-08-24
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2020-08-24
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	4
Date Entered In Computer:	2020-08-24
Spill Record Last Update:	2020-09-28
Spiller Name:	Not reported
Spiller Company:	CON ED
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	ERT
DEC Memo:	"8/24/20 Con Ed remediation site. Unk material in groundwater being investigated. dw 08/24/20 Excerpt from EMIS, Scientist, Raphael J Rosenbaum (31889) with remediation reported his contractor opened monitoring well MW1A and discovered .16 gal of unknown oil on groundwater in the well. He believes the spill is a third-party spill because the oil settled on top of the groundwater and not what would be expected from a former MGP site. Samples will be taken. TG 09/28/20 Excerpt from EMIS 278247 / 4: 9/28/2020 2:25 PM After discovery of the spill Raphael Rosenbaum of EH&S Remediation contacted the DEC Region 3 Spill Program manager, Todd Ghiosay by email. Todd referred Raphael to Doug MacNeil, DEC Remediation Bureau project manager for the Mt. Vernon Former MGP site (remediated under Voluntary Cleanup Agreement # V00569). EH&S Remediation held a conference call with Doug on September 3rd, 2020 where EH&S Remediation proposed collection of a forensic fingerprint sample to identify the nature of the product and initial response actions including manual product recovery and installation and replacement of oil absorbent socks for a duration of 4 events over 4 months; DEC concurred with this approach. EH&S Remediation contracted Ramboll (vendor) under Purchase Order # 5511881 for this scope of work. On September 9th, 2020 Ramboll measured 0.55 of product in monitoring well MW-1A, recovered approximately 1 gallon of product, collected a sample for analysis and installed an oil-absorbent sock into MW-1A. The forensic report indicates that the product is petrogenic in nature and is characteristic of weathered No. 2 fuel oil (diesel and home heating oil). The report indicates that based on degradation modeling the weathered No. 2 fuel oil was released more than 18 years ago. The next monthly product recovery event is planned for October 2020 when the absorbent sock will be removed, manual product recovery will be attempted and the absorbent sock will be replaced. Raphael Rosenbaum Regan, Timothy TG "
Remarks:	"discovered in monitoring well. Investigation and c/u ongoing"

All Materials:

Site ID:	610497
Operable Unit ID:	1357644
Operable Unit:	01

CON ED MGP SITE (V00569) (Continued) **S126996547**

Material ID:	2369065
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.16
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

O55 **TANK** **NY LTANKS** **S107409217**
SE **445 SOUTH 10TH STREET** **NY Spills** **N/A**
< 1/8 **MOUNT VERNON, NY**
0.125 mi.
659 ft. **Site 2 of 3 in cluster O**

Relative:
Lower

Actual:
127 ft.

LTANKS:

Name:	TANK
Address:	445 SOUTH 10TH STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0604904 / 2006-12-19
Facility ID:	0604904
Site ID:	367982
Spill Date:	2006-07-31
Spill Cause:	Tank Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JBODee
Referred To:	WCDOH
Reported to Dept:	2006-07-31
CID:	444
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	2006-07-31
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2006-07-31
Spill Record Last Update:	2006-12-19
Spiller Name:	MICHEAL
Spiller Company:	Not reported
Spiller Address:	445 SOUTH 10TH AVE
Spiller County:	001
Spiller Contact:	MICHEAL
Spiller Phone:	(516) 807-2087
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	300453
DEC Memo:	"October 5, 2006 Neil DeLuca Future Homes of Westchester 445 South 10th Avenue Mount Vernon, NY 10550 re: 445 South 10th Avenue/ 444 South 9th Avenue, Mount Vernon PBS# 3-801376 DEC Spill # 0604904 Dear Mr. DeLuca: The work permit closure report, dated September 19th, 2006 for the removal of the following petroleum storage tank/s at the above referenced site was received and reviewed by this Department:

TANK (Continued) **S107409217**

2,500 Gallon UST 3,000 Gallon UST 3 X 275 Gallon USTs3 X 275 Gallon ASTs Although the results of the soil samples taken were indicated some residual petroleum contamination when compared with the New York State Department of Environmental Conservation s Technical and Administrative Guidance Memorandum #4046. It is the recommendation of this Department that this work permit and NYSDEC Spill number requires No Further Action at this time. Sincerely, Stefan Goreau Sanitarian Office of Environmental Health Risk Control "

Remarks: "FOUND CONTAMINATED SOIL WHILE REMOVING TANKS AT THIS SITE: ARE TAKING DOWN BUILDING FIRST AND THEN WILL REMEDIATE"

All Materials:

Site ID:	367982
Operable Unit ID:	1125876
Operable Unit:	01
Material ID:	2115401
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Site ID:	367982
Operable Unit ID:	1125876
Operable Unit:	01
Material ID:	2115402
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

SPILLS:

Name:	ABANDON WAREHOUSE
Address:	445 SOUTH 10TH STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0507695 / 2006-12-19
Facility ID:	0507695
Facility Type:	ER
DER Facility ID:	300453
Site ID:	353156
DEC Region:	3
Spill Cause:	Other
Spill Class:	C3
SWIS:	6008
Spill Date:	2005-09-27
Investigator:	TDGHIOSA
Referred To:	WCHD
Reported to Dept:	2005-09-27
CID:	444

TANK (Continued) **S107409217**

Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2005-09-27
Spill Record Last Update:	2006-12-19
Spiller Name:	HELEN MAUCH
Spiller Company:	CITY OF MT VERNON
Spiller Address:	445 SOUTH 10TH STREET
Spiller Company:	999
Contact Name:	HELEN MAUCH
DEC Memo:	"12/05/06 Spill closure letter sent out by Stefan Goreau of the WCHD based on his review of information presented in a UST removal report. TG"
Remarks:	"DURING SITE INVESTIGASION FOUND CONTAMINATION:"

All Materials:

Site ID:	353156
Operable Unit ID:	1110623
Operable Unit:	01
Material ID:	2100660
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	.00
Oxygenate:	Not reported

L56 **CON EDISON TRANSFORMER MANHOLE 3477** **NJ MANIFEST** **S120665861**
NNE **3RD STREET AND 9TH AVENUE** **N/A**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.130 mi.
685 ft. **Site 3 of 4 in cluster L**

Relative:
Lower

Actual:
138 ft.

NJ MANIFEST:

EPA Id:	NYP004231262
Mail Address:	IRVING PLACE
Mail City/State/Zip:	NEW YORK, NY 10003
Facility Phone:	Not reported
Emergency Phone:	Not reported
Contact:	DENNIS HUACON
Comments:	Not reported
SIC Code:	Not reported
County:	NY119
Municipal:	Not reported
Previous EPA Id:	Not reported
Gen Flag:	Not reported
Trans Flag:	Not reported
TSDF Flag:	Not reported
Name Change:	Not reported

CON EDISON TRANSFORMER MANHOLE 3477 (Continued) **S120665861**

Date Change:	Not reported
Manifest:	
Manifest Number:	003416333FLE
EPA ID:	NYP004231262
Date Shipped:	3/17/2011
TSDF EPA ID:	NJD991291105
Transporter EPA ID:	MAD039322250
Transporter 2 EPA ID:	MAD039322250
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported
Waste:	
Manifest Year:	Not reported
Waste Code:	D008
Hand Code:	H141
Quantity:	2,700.00 Pounds

L57 NNE 1/8-1/4 0.130 mi. 685 ft. | **CON EDISON TRANSFORMER MANHOLE 3477**
3RD ST & 9TH AVE
MOUNT VERNON, NY 10550

Site 4 of 4 in cluster L

RCRA NonGen / NLR | **1014957420**
NY MANIFEST | **NYP004231262**

Relative: Lower
Actual: 138 ft.

RCRA NonGen / NLR:

Date Form Received by Agency:	20110416
Handler Name:	CON EDISON TRANSFORMER MANHOLE 3477
Handler Address:	3RD ST & 9TH AVE
Handler City,State,Zip:	MOUNT VERNON, NY 10550
EPA ID:	NYP004231262
Contact Name:	GINO FRABASILE
Contact Address:	Not reported
Contact City,State,Zip:	Not reported
Contact Telephone:	212-460-2757
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	SR SPECIALIST
EPA Region:	02
Land Type:	Private
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R2
Mailing Address:	4 IRVING PL, 15TH NE
Mailing City,State,Zip:	NEW YORK, NY 10003
Owner Name:	Not reported
Owner Type:	Not reported
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported

CON EDISON TRANSFORMER MANHOLE 3477 (Continued) **1014957420**

Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20120911
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Biennial: List of Years

Year:	2011

Click Here for Biennial Reporting System Data:

Hazardous Waste Summary:

Waste Code:	D008
Waste Description:	LEAD

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	CONSOLIDATED EDISON COMPANY OF NY, INC.
Legal Status:	Private
Date Became Current:	20110314
Date Ended Current:	Not reported
Owner/Operator Address:	4 IRVING PLACE, 15TH FL
Owner/Operator City,State,Zip:	NEW YORK, NY 10003
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	CONSOLIDATED EDISON COMPANY OF NY, INC.
Legal Status:	Private

CON EDISON TRANSFORMER MANHOLE 3477 (Continued) **1014957420**

Date Became Current: 20110314
Date Ended Current: Not reported
Owner/Operator Address: 4 IRVING PLACE, 15TH FL
Owner/Operator City,State,Zip: NEW YORK, NY 10003
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20120306
Handler Name: CON EDISON - TRANSFORMER MANHOLE 3477
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20110317
Handler Name: CON EDISON TRANSFORMER MANHOLE 3477
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20110416
Handler Name: CON EDISON TRANSFORMER MANHOLE 3477
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 221122
NAICS Description: ELECTRIC POWER DISTRIBUTION

Facility Has Received Notices of Violations:
Violations: No Violations Found

CON EDISON TRANSFORMER MANHOLE 3477 (Continued) **1014957420**

Evaluation Action Summary:
Evaluations: No Evaluations Found

NY MANIFEST:

Name:	CONSOLIDATED EDISON
Address:	3RD ST & 9TH AVE
City,State,Zip:	MOUNT VERNON, NY 10550
Country:	USA
EPA ID:	NYP004231262
Facility Status:	Not reported
Location Address 1:	3RD STREET AND 9TH AVENUE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MOUNT VERNON
Location State:	NY
Location Zip:	10550
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004231262
Mailing Name:	CONSOLIDATED EDISON
Mailing Contact:	CONSOLIDATED EDISON
Mailing Address 1:	4 IRVING PLACE RM 828
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124603770

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	MAD039322250
Trans2 State ID:	MAD039322250
Generator Ship Date:	03/17/2011
Trans1 Recv Date:	03/17/2011
Trans2 Recv Date:	03/18/2011
TSD Site Recv Date:	03/18/2011
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004231262
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NJD991291105
TSDF ID 2:	Not reported
Manifest Tracking Number:	003416333FLE
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	Y
Discr Type Indicator:	N

CON EDISON TRANSFORMER MANHOLE 3477 (Continued) **1014957420**

Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H141
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	2700
Units:	P - Pounds
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	L Landfill.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

O58 **PARKING LOT ADJACENT TO** **NY LTANKS** **S103037934**
SSE **453 SOUTH 11TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.130 mi.
689 ft. **Site 3 of 3 in cluster O**

Relative:
Lower

Actual:
123 ft.

LTANKS:

Name:	PARKING LOT ADJACENT TO
Address:	453 SOUTH 11TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9713845 / 1998-03-16
Facility ID:	9713845
Site ID:	322145
Spill Date:	1998-03-14
Spill Cause:	Tank Failure
Spill Source:	Tank Truck
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1998-03-14
CID:	365
Water Affected:	Not reported
Spill Notifier:	Fire Department
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1998-03-14

PARKING LOT ADJACENT TO (Continued) **S103037934**

Spill Record Last Update:	1998-04-21
Spiller Name:	JIMMY WRIGHT
Spiller Company:	WRIGHTWAY FUEL OIL
Spiller Address:	359 S 7TH AV
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	259514
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 03/14/98 SOME OIL DID REACH STORM DRAIN; F.D. DIKED; GIVEN NAMES OF FOUR CONTRACTORS TO DO CLEANUP & PUT SORBENTS IN DRAIN; "
Remarks:	"defective seam on tank truck caused spill - still leaking - 50+ gallons so far - requests call back from dec"

All Materials:

Site ID:	322145
Operable Unit ID:	1056696
Operable Unit:	01
Material ID:	324835
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	50.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

N59 **MOUNT VERNON NEIGHBORHOOD HEALTH CENTER** **NY UST** **U004176966**
ENE **107 WEST FOURTH STREET** **N/A**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.138 mi.
726 ft. **Site 3 of 4 in cluster N**

Relative:
Lower

Actual:
136 ft.

NY UST:
No Details: No Details

N60 **MT VERNON HEALTH CENTER** **NY LTANKS** **S102619339**
ENE **107 WEST 4TH ST** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.138 mi.
726 ft. **Site 4 of 4 in cluster N**

Relative:
Lower

Actual:
136 ft.

LTANKS:

Name:	MT VERNON HEALTH CENTER
Address:	107 WEST 4TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9702188 / 2004-04-13
Facility ID:	9702188
Site ID:	258648
Spill Date:	1997-05-20
Spill Cause:	Tank Failure

MT VERNON HEALTH CENTER (Continued) **S102619339**

Spill Source:	Unknown
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1997-05-20
CID:	369
Water Affected:	Not reported
Spill Notifier:	Local Agency
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1997-05-20
Spill Record Last Update:	2004-04-13
Spiller Name:	BRIAN SCHUG
Spiller Company:	MT VERNON HEALTH CENTER
Spiller Address:	107 WEST 4TH ST
Spiller County:	001
Spiller Contact:	BRIAN SCHUG
Spiller Phone:	(914) 434-7805
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	211668
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY See Luzon UST Closure & Installation Assessment Report for the details of the cleanup. NFA TG"
Remarks:	"U/G TANK REMOVAL-15 YARDS OF CONTAMINATED SOIL FOUND HAS BEEN REMOVED "

All Materials:

Site ID:	258648
Operable Unit ID:	1044914
Operable Unit:	01
Material ID:	335129
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Name:	MT VERNON HEALTH CENTER
Address:	107 WEST 4TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9702191 / 2004-03-30
Facility ID:	9702191
Site ID:	258649
Spill Date:	1997-05-20
Spill Cause:	Tank Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C4
Cleanup Ceased:	Not reported

MT VERNON HEALTH CENTER (Continued) **S102619339**

SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1997-05-20
CID:	252
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1997-05-20
Spill Record Last Update:	2004-03-30
Spiller Name:	BRIAN SCHUG
Spiller Company:	MT VERNON HEALTH CENTER
Spiller Address:	107 WEST 4TH ST
Spiller County:	001
Spiller Contact:	CAROL MORRIS
Spiller Phone:	(914) 699-7200
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	211668
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY See 9702188"
Remarks:	"TANK FAILURE OF DIESEL - 5000 GAL TANK WILL BE DISPOSED OF AND NEW TANK PUT IN"

All Materials:

Site ID:	258649
Operable Unit ID:	1044924
Operable Unit:	01
Material ID:	335132
Material Code:	0022
Material Name:	waste oil/used oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Site ID:	258649
Operable Unit ID:	1044924
Operable Unit:	01
Material ID:	335131
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Name:	MT VERNON HEALTH SPA
Address:	107 WEST 4TH ST

MT VERNON HEALTH CENTER (Continued) **S102619339**

City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8708781 / 1988-05-05
Facility ID:	8708781
Site ID:	161953
Spill Date:	1988-01-14
Spill Cause:	Tank Overfill
Spill Source:	Commercial/Industrial
Spill Class:	Not reported
Cleanup Ceased:	1988-05-03
SWIS:	6008
Investigator:	dxtraver
Referred To:	Not reported
Reported to Dept:	1988-01-14
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	1988-05-03
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1988-04-06
Spill Record Last Update:	1988-05-05
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	136721
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TRAVER 05/03/88: SITE INVEST:B.PALADINO,HEALTH CENT, NO EVIDENCE OF CONTAMINATION. SPILL DEBRIS CARTED AWAY. N.F.A. T.G. "
Remarks:	"WILL EXC & ISL. UPDATE: N.F.A. SEE UPDATE."

All Materials:

Site ID:	161953
Operable Unit ID:	914088
Operable Unit:	01
Material ID:	464149
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	18.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Name:	MT VERNON HEALTH CENTER
Address:	107 WEST 4TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9600217 / 1996-04-04
Facility ID:	9600217
Site ID:	278987

MT VERNON HEALTH CENTER (Continued) **S102619339**

Spill Date:	1996-04-04
Spill Cause:	Tank Failure
Spill Source:	Commercial/Industrial
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1996-04-04
CID:	233
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1996-04-04
Spill Record Last Update:	1996-04-11
Spiller Name:	BRIAN PAGER
Spiller Company:	MT VERNON HEALTH CENTER
Spiller Address:	107 W. FOURTH ST
Spiller County:	001
Spiller Contact:	BRIAN PAGER
Spiller Phone:	(914) 341-6002
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	136721
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"caller was doing service on tank when leak was found tank was being cleaned so tank is empty now "

All Materials:

Site ID:	278987
Operable Unit ID:	1027884
Operable Unit:	01
Material ID:	353617
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

K61 **INTERBRASS INC** **RCRA NonGen / NLR** **1000214450**
NW **217 W 3RD ST** **FINDS** **NYD991304262**
1/8-1/4 **MOUNT VERNON, NY 10550** **ECHO**
0.140 mi.
737 ft. **Site 5 of 5 in cluster K**

Relative:
Lower

Actual:
133 ft.

RCRA NonGen / NLR:

Date Form Received by Agency:		20070101
Handler Name:	INTERBRASS INC	
Handler Address:		217 W 3RD ST

INTERBRASS INC (Continued) **1000214450**

Handler City,State,Zip:	MOUNT VERNON, NY 10550-2848
EPA ID:	NYD991304262
Contact Name:	Not reported
Contact Address:	W 3RD ST
Contact City,State,Zip:	MOUNT VERNON, NY 10550
Contact Telephone:	Not reported
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	Not reported
EPA Region:	02
Land Type:	Not reported
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R3
Mailing Address:	W 3RD ST
Mailing City,State,Zip:	MOUNT VERNON, NY 10550
Owner Name:	DOLORES SCUTELLARO JOHN SCHMIDT
Owner Type:	Private
Operator Name:	DOLORES SCUTELLARO JOHN SCHMIDT
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No

INTERBRASS INC (Continued) **1000214450**

TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	F008
Waste Description:	PLATING BATH RESIDUES FROM THE BOTTOM OF PLATING BATHS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.
Waste Code:	F009
Waste Description:	SPENT STRIPPING AND CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.
Waste Code:	P029
Waste Description:	COPPER CYANIDE (OR) COPPER CYANIDE CU(CN)
Waste Code:	P106
Waste Description:	SODIUM CYANIDE (OR) SODIUM CYANIDE NA(CN)
Waste Code:	P121
Waste Description:	ZINC CYANIDE (OR) ZINC CYANIDE ZN(CN)2

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	DOLORES SCUTELLARO JOHN SCHMIDT
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator

INTERBRASS INC (Continued) **1000214450**

Owner/Operator Name:	DOLORES SCUTELLARO JOHN SCHMIDT
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	DOLORES SCUTELLARO JOHN SCHMIDT
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	19990708
Handler Name: INTERBRASS INC	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060101
Handler Name: INTERBRASS INC	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070101
Handler Name: INTERBRASS INC	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No

INTERBRASS INC (Continued) **1000214450**

Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19810120
Handler Name: INTERBRASS INC	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110004509274

Click Here:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1000214450
Registry ID:	110004509274
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004509274
Name:	INTERBRASS INC
Address:	217 W 3RD ST
City,State,Zip:	MOUNT VERNON, NY 10550

P62 SSE 1/8-1/4 0.152 mi. 804 ft. | **BRATTON RESIDENCE**
4635 11TH AVE
MOUNT VERNON, NY

Site 1 of 2 in cluster P | **NY LTANKS** | **S100142309**
N/A

Relative: Lower

Actual: 119 ft.

LTANKS:

Name:	BRATTON RESIDENCE
Address:	4635 11TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9101104 / 1991-08-20
Facility ID:	9101104
Site ID:	316576
Spill Date:	1991-04-26
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	Not reported
Cleanup Ceased:	1953-06-18
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1991-04-26
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Citizen
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1991-04-29
Spill Record Last Update:	1992-02-12
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	255248
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 08/20/91: MET WITH TOM LUTZ AND RICH NANNI FROM NEW ENGLAND TANK CLEANING. THEAREA HAS BEEN CLEANED UP AND WAYNE IS LOOKING INTO THEIR UNREGISTERED TANK. "
Remarks:	"HAS OIL IN HER KITCHEN CITIZEN SAYS THAT THE WCHD HAS BEEN WORKING ON THE PROBLEM BUT NOTHING HAS BEEN DONE"

All Materials:

Site ID:	316576
Operable Unit ID:	954545
Operable Unit:	01
Material ID:	557318
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	.00

BRATTON RESIDENCE (Continued) **S100142309**

Oxygenate: Not reported

Q63
East
1/8-1/4
0.156 mi.
824 ft.

CE - MT.VERNON MGP **NY VCP** **S108984476**
334-360 SOUTH 8TH AVE.'S **N/A**
MOUNT VERNON, NY 10550

Site 1 of 2 in cluster Q

Relative:
Lower

Actual:
129 ft.

VCP:

Name:	CE - MT.VERNON MGP
Address:	334-360 SOUTH 8TH AVE.'S
City,State,Zip:	MOUNT VERNON, NY 10550
Program Type:	VCP
Site Code:	57102
HW Code:	V00569
Site Class:	C
SWIS:	6008
Region:	3
Town:	Mt Vernon (c)
Acres:	1.950
Date Record Added:	03/06/2002
Date Record Updated:	06/18/2021
Updated By:	DJEATON
Site Description:	"Location: The Mount Vernon manufactured gas plant (MGP) site is located in a suburban area. The site is situated on West 5th street, between South 8th and South 9th Avenues. Site Features: The 2 acre site is presently occupied by multi-unit apartment buildings and several vacant lots. Current Zoning/Uses: The site is zoned for residential use and is currently being used for multi-family housing. Historical Uses: From 1868 to 1910, the site was used to manufacture gas from coal. This use lead to the contamination of the soil and groundwater from the by-products of that process. The sources of this contamination are co-located with the historic structures of the plant, specifically the gas holders, tar well and tar/ammonia well. Following that use, part of the site was used a junk yard prior to its current use. Site Geology/Hydrogeology: The site is underlain by fill of varying depths. Beneath that are interbedded layers of sand, silts, gravels, and till. Bedrock is encountered between 9 and 35 feet below the ground surface. Groundwater at the site is found about 8 feet below the ground and generally flows to the south-southeast. The remedial activities at the site have been completed. "
Env Problem:	"Active Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential and, in some cases, unrestricted use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were coal tar and its constituents, mainly benzene, toluene, xylene and ethylbenzene (BTEX), and polycyclic aromatic hydrocarbons (PAHs) found in the soil and groundwater. "
Health Problem:	"Measures are in place to control the potential for coming into contact with remaining contamination at the site."
Dump:	False
Structure:	False
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	Not reported

CE - MT.VERNON MGP (Continued) **S108984476**

Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	2012-10-18 16:16:00
Record Upd:	2015-10-01 15:48:00
Updated By:	DKMACNEA
Own Op:	1
Sub Type:	ZZZ
Owner Name:	Not reported
Owner Company:	VARIOUS - SEE PROGRAM FOLDER
Owner Address:	Not reported
Owner Addr2:	Not reported
Owner City,St,Zip:	ZZ
Owner Country:	United States of America
Own Op:	6
Sub Type:	03
Owner Name:	Ken Kaiser
Owner Company:	CONSOLIDATED EDISON CO OF NY.,INC.
Owner Address:	31-01 20th Ave.
Owner Addr2:	Not reported
Owner City,St,Zip:	Long Island City, NY, NY 11105
Owner Country:	United States of America
HW Code:	V00569
Waste Type:	COAL TAR
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	V00569
Waste Type:	COAL TAR
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	V00569
Waste Type:	BENZENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	V00569
Waste Type:	NAPHTHALENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	Not reported
Cross Ref Type Code:	Not reported
Cross Ref Type:	Not reported
Record Added Date:	Not reported
Record Updated:	Not reported
Updated By:	Not reported

P64 **OELRICH - TTF** **NY LTANKS** **S117269679**
SSE **458 SOUTH 11TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.160 mi.
844 ft. **Site 2 of 2 in cluster P**

Relative: LTANKS:
Lower

Name:	OELRICH - TTF
Address:	458 SOUTH 11TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1404639 / 2014-08-25
Facility ID:	1404639
Site ID:	498040

Actual:
118 ft.

OELRICH - TTF (Continued) **S117269679**

Spill Date:	2014-07-30
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JBODEE
Referred To:	Not reported
Reported to Dept:	2014-07-30
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2014-07-30
Spill Record Last Update:	2014-08-25
Spiller Name:	JEFF OELRICH
Spiller Company:	JEFF OELRICH
Spiller Address:	458 SOUTH 11TH AVE
Spiller County:	999
Spiller Contact:	JEFF OELRICH
Spiller Phone:	(757) 377-0533
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	453039
DEC Memo:	"7/30/14 - Tank test failure. Property is going though a resl estate transaction. Environmental Solutions to uncover and repair the tank. KAB 8/25/2014: Tank passed a retest after the top was exposed and piping was repaired. The Report has been reviewed and will be entered into the DecDocs system at a later date. Based upon the information provided, no further action is required at this time. jod *Original Spill report had the UST listed as 1057 gallon size. Retest report lists tank as 2K gallons. Original report also had the address listed as 458 South 11th Ave. Retest has address listed as 458 South 10th Ave. Email message sent to Elite requesting clarification on address and UST size. WCDoH also notified of a possible unregistered PBS Facility. jod 8/25/14: Update from Chris Lalak:: I spoke with Elite and the property owner. The tank is believed to be 2000 gallons (from Elites field measurements and calculations) The owner just purchased the property and will register the tank. The initial ttf was performed and then the vent pipe was replaced and it passed a retest. Current owner is Gregorio Luciano - 347-331-4546, gluciano@dominicanmagic.com (A hair salon) jod"
Remarks:	"1057gal Tank."

All TTF:

Facility ID:	1404639
Spill Number:	1404639
Spill Tank Test:	2495853
Site ID:	498040
Tank Number:	0
Tank Size:	1057
Material:	0001
EPA UST:	False
UST:	True

OELRICH - TTF (Continued) **S117269679**

Cause: 99
Source: 00
Test Method: 21
Test Method 2: Horner EZY3/EZY3 Locator Plus
Leak Rate: Not reported
Gross Fail: Not reported
Modified By: JBODEE
Last Modified Date: Not reported

All Materials:
Site ID: 498040
Operable Unit ID: 1247492
Operable Unit: 01
Material ID: 2248779
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: Not reported
Recovered: Not reported
Oxygenate: Not reported

R65 **SIGNO TRADING/MOUNT VERNON** **SEMS-ARCHIVE** **1003864137**
NW **208 SOUTH 14TH ST** **NYD982181331**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.167 mi.
882 ft. **Site 1 of 4 in cluster R**

Relative:
Lower
Actual:
135 ft.

SEMS Archive:
Site ID: 0202400
EPA ID: NYD982181331
Name: SIGNO TRADING/MOUNT VERNON
Address: 208 SOUTH 14TH ST
Address 2: Not reported
City,State,Zip: MOUNT VERNON, NY 10550
Cong District: 17
FIPS Code: 36119
FF: N
NPL: Not on the NPL
Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:
Region: 02
Site ID: 0202400
EPA ID: NYD982181331
Site Name: SIGNO TRADING/MOUNT VERNON
NPL: N
FF: N
OU: 00
Action Code: VS
Action Name: ARCH SITE
SEQ: 1
Start Date: Not reported
Finish Date: 1995-05-26 04:00:00
Qual: Not reported
Current Action Lead: EPA Perf In-Hse

SIGNO TRADING/MOUNT VERNON (Continued) **1003864137**

Region:	02
Site ID:	0202400
EPA ID:	NYD982181331
Site Name:	SIGNO TRADING/MOUNT VERNON
NPL:	N
FF:	N
OU:	00
Action Code:	SI
Action Name:	SI
SEQ:	1
Start Date:	1995-02-02 05:00:00
Finish Date:	1995-05-29 04:00:00
Qual:	N
Current Action Lead:	EPA Perf

Region:	02
Site ID:	0202400
EPA ID:	NYD982181331
Site Name:	SIGNO TRADING/MOUNT VERNON
NPL:	N
FF:	N
OU:	00
Action Code:	AR
Action Name:	ADMIN REC
SEQ:	1
Start Date:	1992-06-05 04:00:00
Finish Date:	Not reported
Qual:	V
Current Action Lead:	EPA Perf

Region:	02
Site ID:	0202400
EPA ID:	NYD982181331
Site Name:	SIGNO TRADING/MOUNT VERNON
NPL:	N
FF:	N
OU:	00
Action Code:	RV
Action Name:	RMVL
SEQ:	1
Start Date:	1986-12-08 05:00:00
Finish Date:	1987-11-25 05:00:00
Qual:	C
Current Action Lead:	EPA Perf

Region:	02
Site ID:	0202400
EPA ID:	NYD982181331
Site Name:	SIGNO TRADING/MOUNT VERNON
NPL:	N
FF:	N
OU:	00
Action Code:	PA
Action Name:	PA
SEQ:	1
Start Date:	Not reported
Finish Date:	1987-05-11 04:00:00

SIGNO TRADING/MOUNT VERNON (Continued) **1003864137**

Qual:	H
Current Action Lead:	EPA Perf
Region:	02
Site ID:	0202400
EPA ID:	NYD982181331
Site Name:	SIGNO TRADING/MOUNT VERNON
NPL:	N
FF:	N
OU:	00
Action Code:	DS
Action Name:	DISCVRY
SEQ:	1
Start Date:	1987-03-20 05:00:00
Finish Date:	1987-03-20 05:00:00
Qual:	Not reported
Current Action Lead:	EPA Perf

R66 **RICHARDS PARENT & MURRAY INC** **RCRA NonGen / NLR** **1000239631**
NW **206 S 14TH AVE** **FINDS** **NYD001533777**
1/8-1/4 **MOUNT VERNON, NY 10550** **ECHO**
0.167 mi. **NY MANIFEST**
883 ft. **Site 2 of 4 in cluster R**

Relative:
Lower

Actual:
135 ft.

RCRA NonGen / NLR:

Date Form Received by Agency:	20070101
Handler Name:	RICHARDS PARENT & MURRAY INC
Handler Address:	206 S 14TH AVE
Handler City,State,Zip:	MOUNT VERNON, NY 10550
EPA ID:	NYD001533777
Contact Name:	Not reported
Contact Address:	S 14TH AVE
Contact City,State,Zip:	MOUNT VERNON, NY 10550
Contact Telephone:	Not reported
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	Not reported
EPA Region:	02
Land Type:	Not reported
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	X
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R3
Mailing Address:	S 14TH AVE
Mailing City,State,Zip:	MOUNT VERNON, NY 10550
Owner Name:	OWNERNAME
Owner Type:	Private
Operator Name:	OWNERNAME
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No

RICHARDS PARENT & MURRAY INC (Continued) **1000239631**

Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name:	OWNERNAME
Legal Status:	Private
Date Became Current:	Not reported

RICHARDS PARENT & MURRAY INC (Continued) **1000239631**

Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	OWNERNAME
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	OWNERNAME
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	19801231
Handler Name:	RICHARDS PARENT & MURRAY INC
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060101
Handler Name:	RICHARDS PARENT & MURRAY INC
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported

RICHARDS PARENT & MURRAY INC (Continued) **1000239631**

Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: RICHARDS PARENT & MURRAY INC
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110004335336

Click Here:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:
Envid: 1000239631
Registry ID: 110004335336
DFR URL: http://echo.epa.gov/detailed-facility-report?fid=110004335336
Name: RICHARDS PARENT & MURRAY INC
Address: 206 S 14TH AVE
City,State,Zip: MOUNT VERNON, NY 10550

NY MANIFEST:
Name: RICHARDS PARENTS & MURRAY INCORPORATED
Address: 206 S 14TH AVE
City,State,Zip: MOUNT VERNON, NY 10550
Country: USA
EPA ID: NYD001533777
Facility Status: Not reported

RICHARDS PARENT & MURRAY INC (Continued) **1000239631**

Location Address 1:	606 FRANKLIN AVENUE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MT VERNON
Location State:	NY
Location Zip:	10550
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYD001533777
Mailing Name:	RICHARDS PARENTS & MURRAY INCORPORATED
Mailing Contact:	RICHARDS PARENTS & MURRAY INCORPORATED
Mailing Address 1:	606 FRANKLIN AVENUE
Mailing Address 2:	Not reported
Mailing City:	MT VERNON
Mailing State:	NY
Mailing Zip:	10550
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	9146643464

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67 **REAL ESTATE - TTF** **NY LTANKS** **S118638706**
SE **438 SOUTH 8TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.171 mi.
904 ft.

Relative:
Lower

Actual:
120 ft.

LTANKS:

Name:	REAL ESTATE - TTF
Address:	438 SOUTH 8TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1511531 / 2016-09-15
Facility ID:	1511531
Site ID:	523289
Spill Date:	2016-03-02
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2016-03-03
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2016-03-03
Spill Record Last Update:	2016-09-16
Spiller Name:	Not reported
Spiller Company:	Dolores Richardson
Spiller Address:	Not reported

REAL ESTATE - TTF (Continued) **S118638706**

Spiller County:	001
Spiller Contact:	JIM ROOD
Spiller Phone:	(845) 228-0076
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	477540
DEC Memo:	"3/3/16 - Going through a real estate transaction. Eric Stein, 914-469-8129, is the real estate agent in charge and supposedly can make decisions. The issue may be the remote fill. Possibility will remove tank have not made a decision. KAB 4/13/16: I spoke with the contact Jim Rood from Lighthouse. He states this was a Real Estate TTF. He states there is a remote (curb) fill by a tree out front that has reportedly not been used in years. States that both the direct fill and vent pipe were badly corroded. He states the UST failed the test with a loud bubbling noise, indicating a probable leak below the product line. He recommended to the home owner Dolores Richardson to have the tank removed and replaced with an AST. He states that the oil company Town & Country had been contacted, and it was his understanding that they were going to perform an install. jod 08/12/16 Northeast Environmental reported that they excavated and removed the tank and that no contaminated soil was present in the excavation. Post excavation soil sample results were below DEC guidance values. NFA. TG"
Remarks:	"Failed test."

All TTF:

Facility ID:	1511531
Spill Number:	1511531
Spill Tank Test:	2499956
Site ID:	523289
Tank Number:	UST
Tank Size:	550
Material:	0001
EPA UST:	False
UST:	True
Cause:	99
Source:	00
Test Method:	21
Test Method 2:	Horner EZY3/EZY3 Locator Plus
Leak Rate:	Not reported
Gross Fail:	Not reported
Modified By:	JBODEE
Last Modified Date:	Not reported

All Materials:

Site ID:	523289
Operable Unit ID:	1272268
Operable Unit:	01
Material ID:	2276677
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

REAL ESTATE - TTF (Continued) **S118638706**

Name:	REAL ESTATE - TTF
Address:	438 SOUTH 8TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1511531 / 2016-09-15
Facility ID:	1511531
Site ID:	523289
Spill Date:	2016-03-02
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2016-03-03
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2016-03-03
Spill Record Last Update:	2016-09-16
Spiller Name:	Not reported
Spiller Company:	Dolores Richardson
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Eric Stein
Spiller Phone:	914-469-8129
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	477540
DEC Memo:	"3/3/16 - Going through a real estate transaction. Eric Stein, 914-469-8129, is the real estate agent in charge and supposedly can make decisions. The issue may be the remote fill. Possibility will remove tank have not made a decision. KAB 4/13/16: I spoke with the contact Jim Rood from Lighthouse. He states this was a Real Estate TTF. He states there is a remote (curb) fill by a tree out front that has reportedly not been used in years. States that both the direct fill and vent pipe were badly corroded. He states the UST failed the test with a loud bubbling noise, indicating a probable leak below the product line. He recommended to the home owner Dolores Richardson to have the tank removed and replaced with an AST. He states that the oil company Town & Country had been contacted, and it was his understanding that they were going to perform an install. jod 08/12/16 Northeast Environmental reported that they excavated and removed the tank and that no contaminated soil was present in the excavation. Post excavation soil sample results were below DEC guidance values. NFA. TG"
Remarks:	"Failed test."

All TTF:

Facility ID:	1511531
Spill Number:	1511531
Spill Tank Test:	2499956
Site ID:	523289

REAL ESTATE - TTF (Continued) **S118638706**

Tank Number:	UST
Tank Size:	550
Material:	0001
EPA UST:	False
UST:	True
Cause:	99
Source:	00
Test Method:	21
Test Method 2:	Horner EZY3/EZY3 Locator Plus
Leak Rate:	Not reported
Gross Fail:	Not reported
Modified By:	JBODEE
Last Modified Date:	Not reported

All Materials:

Site ID:	523289
Operable Unit ID:	1272268
Operable Unit:	01
Material ID:	2276677
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

R68 **SIGNO TRADING INTERNATIONAL LTD.** **NY SHWS** **S105973046**
NW **200-208 SOUTH 14TH AVENUE** **N/A**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.172 mi.
909 ft. **Site 3 of 4 in cluster R**

Relative:
Lower

Actual:
136 ft.

SHWS:

Name:	SIGNO TRADING INTERNATIONAL LTD.
Address:	200-208 SOUTH 14TH AVENUE
City,State,Zip:	MOUNT VERNON, NY 10550
Program:	HW
Site Code:	56075
Classification:	C
Region:	3
Acres:	Not reported
HW Code:	360013
Record Add:	11/18/1999
Record Upd:	03/21/2008
Updated By:	EMZUK

Site Description: " Location description: This site was located in Mt. Vernon, NY on the Bronx County border in a densely populated residential and light industrial neighborhood. Predominant Site Features: An abandoned three-storey warehouse occupied a major portion of the site. Toxic, flammable and hazardous substances in various forms of containers were stored insecurely inside this warehouse. The basement was rented to another business. Current Use: Unknown Historical Sources of Contamination: Improper storage of hazardous substances including flammable liquids and solids, poisonous liquids and solids,

SIGNO TRADING INTERNATIONAL LTD. (Continued) **S105973046**

	oxidizers, strong reducing agents, peroxide forming materials like ethers (shock sensitive explosive) and corrosives. Investigations/actions performed to date: The conditions of the site was reported by the Mt. Vernon Fire Department to the USEPA in November 1986. Between December 1986 and June 1987, the USEPA undertook characterization of the chemicals, controlled detonation of explosive substances at the Hickok State Park in Sullivan County, and disposal of other hazadous substances at various disposal facilities including Hanford, Washington; Chemical Waste Management, Alabama; Polyscience, Warrington, Pennsylvania; Cylinder Recon, Kearny, New Jersey; BDT, Clarence, New York; SCA Chemical Services, Newark, New Jersey; and ThermalKem, Rockhill, South Carolina. Current Actions: Remediation is complete, no further action or review of this Site Description is required. March 18, 2008:The NYSDEC has neither received nor sought additional information on this site since the project was closed in 1990. No update of the Site Description is planned. "
Env Problem:	"Contaminants of Concern: Flammable liquids and solids, poisonous liquids and solids, oxidizers,strong reducing agents, peroxide forming materials (shock sensitive explosive) and corrosives. Impacted Media: No release to the environment was reported. Known SCG Exceedances: None identified Special resources Impacted/Threatened: Prior to remediation, there had been a potential for release of incompatible chemicals with possiblity of environmental and health disaster. Significant Threat: The site is remediated and no significant threat is present. "
Health Problem:	"NYSDOH has insufficient information to fully evaluate the potential for human exposures."
Dump:	False
Structure:	True
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	1980
Disp Term:	1986
Lat/Long:	00:00:00:0 / 00:00:00:0
Dell:	False
Record Add:	1999-11-18 12:00:00
Record Upd:	1999-11-18 12:00:00
Updated By:	INITIAL
Own Op:	3
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	9 ELM AVENUE CORP.
Owner Address:	Not reported
Owner Addr2:	Not reported
Owner City,St,Zip:	ZZ
Owner Country:	United States of America
Own Op:	1
Sub Type:	E
Owner Name:	Not reported
Owner Company:	9 ELM AVENUE CORP.
Owner Address:	PO BOX 179 SCRUB OAK ROAD
Owner Addr2:	Not reported
Owner City,St,Zip:	QUOQUE, NY 11959
Owner Country:	United States of America
Own Op:	1

SIGNO TRADING INTERNATIONAL LTD. (Continued) **S105973046**

Sub Type:	E
Owner Name:	Not reported
Owner Company:	9 Elm Avenue Corporation
Owner Address:	PO BOX 179 SCRUB OAK ROAD
Owner Addr2:	Not reported
Owner City,St,Zip:	QUOQUE, NY 11959
Owner Country:	United States of America
Own Op:	4
Sub Type:	E
Owner Name:	Not reported
Owner Company:	Charles and John Colbert
Owner Address:	STORMVILLE FEDERAL PENITENTIARY
Owner Addr2:	Not reported
Owner City,St,Zip:	STORMVILLE, NY 12582
Owner Country:	United States of America
HW Code:	360013
Waste Type:	PICRIC ACID
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360013
Waste Type:	ETHYL OXIDE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360013
Waste Type:	ETHYL ETHER
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360013
Waste Type:	P - DIOXANE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360013
Waste Type:	TETRAHYDROFURAN
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360013
Waste Type:	2,4 - DINITROPHENOL
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360013
Waste Type:	NITROCELLULOSE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360013
Waste Type:	ACIDS
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360013
Waste Type:	BENZENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	NYD982181331
Cross Ref Type Code:	05
Cross Ref Type:	EPA Site ID
Record Added Date:	1999-11-18 12:00:00
Record Updated:	2001-05-10 16:31:00
Updated By:	REGTRANS

R69 NW 1/8-1/4 0.172 mi. 909 ft. | **SIGNO TRADING INTL-USEPA R2 ERR-RP**
200-208 S 14TH AVE
MOUNT VERNON, NY 10550
Site 4 of 4 in cluster R

RCRA NonGen / NLR
FINDS
ECHO
NY MANIFEST

1000318009
NYD981873672

Relative: Lower
Actual: 136 ft.

RCRA NonGen / NLR:

Date Form Received by Agency:	20070101
Handler Name:	SIGNO TRADING INTL-USEPA R2 ERR-RP
Handler Address:	200-208 S 14TH AVE
Handler City,State,Zip:	MOUNT VERNON, NY 10550-2822
EPA ID:	NYD981873672
Contact Name:	Not reported
Contact Address:	USEPA REG 2 RESP & PREV BRANCH
Contact City,State,Zip:	EDISON, NY 08837
Contact Telephone:	Not reported
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	Not reported
EPA Region:	02
Land Type:	Not reported
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R3
Mailing Address:	USEPA REG 2 RESP & PREV BRANCH
Mailing City,State,Zip:	EDISON, NY 08837
Owner Name:	SIGNO TRADING INTERNATIONAL LIMITED
Owner Type:	Private
Operator Name:	SIGNO TRADING INTERNATIONAL LIMITED
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported

SIGNO TRADING INTL-USEPA R2 ERR-RP (Continued) **1000318009**

Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D000
Waste Description:	Not Defined
Waste Code:	D001
Waste Description:	IGNITABLE WASTE
Waste Code:	D002
Waste Description:	CORROSIVE WASTE
Waste Code:	D003
Waste Description:	REACTIVE WASTE

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	SIGNO TRADING INTERNATIONAL LIMITED
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported

SIGNO TRADING INTL-USEPA R2 ERR-RP (Continued) **1000318009**

Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	SIGNO TRADING INTERNATIONAL LIMITED
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	SIGNO TRADING INTERNATIONAL LIMITED
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	19990708
Handler Name:	SIGNO TRADING INTL-USEPA R2 ERR-RP
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20060101
Handler Name:	SIGNO TRADING INTL-USEPA R2 ERR-RP
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20070101
Handler Name:	SIGNO TRADING INTL-USEPA R2 ERR-RP
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY

SIGNO TRADING INTL-USEPA R2 ERR-RP (Continued) **1000318009**

Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19870112
Handler Name:	SIGNO TRADING INTL-USEPA R2 ERR-RP
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations:	No Violations Found

Evaluation Action Summary:

Evaluations:	No Evaluations Found

FINDS:

Registry ID:	110004412412

Click Here:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1000318009
Registry ID:	110004412412
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004412412
Name:	SIGNO TRADING INTL-USEPA R2 ERR-RP
Address:	200-208 S 14TH AVE
City,State,Zip:	MOUNT VERNON, NY 10550

SIGNO TRADING INTL-USEPA R2 ERR-RP (Continued) **1000318009**

NY MANIFEST:

Name:	USEPA
Address:	200-208 S 14TH AVE
City,State,Zip:	MOUNT VERNON, NY 10550-2822
Country:	USA
EPA ID:	NYD981873672
Facility Status:	Not reported
Location Address 1:	2085 14TH AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MOUNT VERNON
Location State:	NY
Location Zip:	10552
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYD981873672
Mailing Name:	USEPA
Mailing Contact:	USEPA
Mailing Address 1:	2085 14TH AVE
Mailing Address 2:	Not reported
Mailing City:	MOUNT VERNON
Mailing State:	NY
Mailing Zip:	10552
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	9146792934

S70 **TANK IN ALLEYWAY** **NY LTANKS** **S102673929**
NW **151 SOUTH FOURTEENTH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.174 mi.
917 ft. **Site 1 of 2 in cluster S**

Relative:
Lower

Actual:
135 ft.

LTANKS:

Name:	TANK IN ALLEYWAY
Address:	151 SOUTH FOURTEENTH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9209038 / 1992-11-17
Facility ID:	9209038
Site ID:	257901
Spill Date:	1992-11-04
Spill Cause:	Tank Overfill
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	1992-11-17
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1992-11-04
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False

TANK IN ALLEYWAY (Continued) **S102673929**

UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-12-02
Spill Record Last Update:	2003-12-02
Spiller Name:	Not reported
Spiller Company:	Robison
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	211169
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"TANK OVERFILL IN ALLEY ROBISON CREW CLEANING UP WITH SPEEDI-DRI NO CALLBACK NEEDED"

All Materials:

Site ID:	257901
Operable Unit ID:	972569
Operable Unit:	01
Material ID:	406106
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

S71 **PRIVATE RESIDENCE** **NY LTANKS** **S111319244**
NW **144 SOUTH 13TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.175 mi.
925 ft. **Site 2 of 2 in cluster S**

Relative:
Lower

Actual:
135 ft.

LTANKS:

Name:	PRIVATE RESIDENCE
Address:	144 SOUTH 13TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1109879 / 2014-11-05
Facility ID:	1109879
Site ID:	457668
Spill Date:	2011-11-07
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	D5
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	Unassigned
Referred To:	Not reported
Reported to Dept:	2011-11-07
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester

PRIVATE RESIDENCE (Continued) **S111319244**

Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2011-11-07
Spill Record Last Update:	2014-11-05
Spiller Name:	LATREL BASNIGHT (HOMEOWNER)
Spiller Company:	FAILED TANK TEST
Spiller Address:	144 SOUTH 13TH AVE
Spiller County:	999
Spiller Contact:	LATREL BASNIGHT (HOMEOWNER)
Spiller Phone:	2527935272
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	412149
DEC Memo:	"11/7/11: Residential UST tested for pending real estate transaction. Owner was not present during the test. Buyer and buyer's realtor were present. Realtor is Ed Gallagher, states he will notify the owner and follow up with him. Keith from US Tank Tech states this UST was making some strange noises... popping and bonging during the vacuum test. jod 11/05/2014 Homeowner Tank Test Failure at least two years old with no known impact, as per Albany, will be closed. NFA JO M"
Remarks:	"FAILED TEST NO KNOWN SPILLAGE"

All Materials:

Site ID:	457668
Operable Unit ID:	1207791
Operable Unit:	01
Material ID:	2205100
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

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72 **MACEDONIA BAPTIST CHURCH** **NY LTANKS** **S110769659**
North **141 SOUTH 9TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.187 mi.
987 ft.

Relative:
Higher

Actual:
151 ft.

LTANKS:

Name:	MACEDONIA BAPTIST CHURCH
Address:	141 SOUTH 9TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1012992 / 2011-08-25
Facility ID:	1012992
Site ID:	447293
Spill Date:	2011-03-30
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C4
Cleanup Ceased:	Not reported

MACEDONIA BAPTIST CHURCH (Continued) **S110769659**

SWIS:	6008
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2011-03-30
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2011-03-30
Spill Record Last Update:	2011-08-25
Spiller Name:	TOM
Spiller Company:	MACEDONIA BAPTIST CHURCH
Spiller Address:	141 SOUTH 9TH AVE
Spiller County:	999
Spiller Contact:	GARY JAMES
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	401897
DEC Memo:	"3-30-11: V.Mc. phone to Cathy/ECO LOGIC: 1K UST failed, unk.age of tank. Contact on site: Tom, (914) 664 4709. 3-30-11: V.Mc. phone to Tom/Mac.Bap.Church: Left Message: Req.Callbk. to Dispt. 8/25/2011: Report from NES entered into eDocs. Based upon the information provided, no further action is required at this time. jod"
Remarks:	"ust tank"

All Materials:

Site ID:	447293
Operable Unit ID:	1197436
Operable Unit:	01
Material ID:	2193752
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

T73 **SCOTT GAS STATION** **NY LTANKS** **S106703551**
SSE **140 WEST SANDFORD BOULEVARD** **NY Spills** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.192 mi.
1013 ft. **Site 1 of 4 in cluster T**

Relative:
Lower

Actual:
120 ft.

LTANKS:

Name:	SCOTT GAS STATION
Address:	140 WEST SANDFORD BOULEVARD
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9103026 / 2005-01-10
Facility ID:	9103026
Site ID:	199328

SCOTT GAS STATION (Continued) **S106703551**

Spill Date:	1991-06-17
Spill Cause:	Tank Overfill
Spill Source:	Commercial/Industrial
Spill Class:	B4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1991-06-17
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Fire Department
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1991-06-17
Spill Record Last Update:	2005-01-10
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	271390
DEC Memo:	"01/10/05 THIS SPILL ADMINISTRATIVELY CLOSED BASED UPON INFORMATION ON THE DATABASE. SEE SPILLS 98-10885 AND 04-10949. jbo"
Remarks:	"NOTIFIED WCHD AND SEWER TREAT PLANT. FD FLUSHED CATCH BASIN AND PUT FOAM ON SPILL"

All Materials:

Site ID:	199328
Operable Unit ID:	953850
Operable Unit:	01
Material ID:	425494
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	100.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Name:	PITMAN FUEL CORP
Address:	140 WEST SANDFORD BOULEVARD
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0410949 / 2007-03-05
Facility ID:	0410949
Site ID:	336052
Spill Date:	2005-01-07
Spill Cause:	Tank Failure
Spill Source:	Commercial/Industrial
Spill Class:	B3

SCOTT GAS STATION (Continued) **S106703551**

Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jbodee
Referred To:	WCDOH
Reported to Dept:	2005-01-07
CID:	408
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2005-01-10
Spill Record Last Update:	2007-03-05
Spiller Name:	MIKE OLIVA
Spiller Company:	PITTMAN FUEL CORP,.
Spiller Address:	140 WEST SANDFORD BOULVAR
Spiller County:	001
Spiller Contact:	MIKE OLIVA
Spiller Phone:	(845) 624-8197
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	271390
DEC Memo:	"PBS 3-600408 01/10/05 PBS FACILITY. SPILL BEING HANDLED BY BARBARA McDONALD OF THE WESTCHESTER COUNTY HEALTH DEPT. ALSO SEE SPILL 98-10885. jbo 3/15/05: Letter to Pitman Fuel Corp from Barbara McDonald, WCDOH dated 2Mar2005. GW samples are required and status of repair of leak detection system. 9/13/05: Letter to Pitman Fuel Corp from Barbara McDonald, WCDOH dated 22August2005. GW results show contamination. Groundwater monitoring reports due quarterly and a site plan. February 1, 2007 Mr. Manny Kumar Pitman Fuel Corporation 140 W. Sandford Boulevard Mount Vernon, NY 10550 Re:PBS No. 3-600408; NYSDEC Spill No. 04-10949 Dear Mr. Kumar: I have reviewed the Quarterly Status Report dated October 2006 prepared by Hydro Tech Environmental Corp. While groundwater sampling indicates that contamination remains on site, the levels have declined over the past year and do not appear to pose a threat to public health. The Westchester County Department of Health requires no further action at this time regarding the referenced spill, subject to approval by the New York State Department of Environmental Conservation. Sincerely, Barbara McDonald Senior Sanitarian Office of Environmental Health Risk Control "
Remarks:	"tank was being dug up and there was aleak in the bottom of tank."

All Materials:

Site ID:	336052
Operable Unit ID:	1098100
Operable Unit:	01
Material ID:	578271
Material Code:	0022
Material Name:	waste oil/used oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	.00
Oxygenate:	Not reported

SCOTT GAS STATION (Continued) **S106703551**

SPILLS:

Name:	RKS REALTY, INC.
Address:	140 WEST SANFORD BLVD
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1214410 / Not Reported
Facility ID:	1214410
Facility Type:	ER
DER Facility ID:	260929
Site ID:	477651
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C3
SWIS:	6008
Spill Date:	2013-01-09
Investigator:	MXLENNA
Referred To:	WCHD
Reported to Dept:	2013-01-09
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	4
Date Entered In Computer:	2013-01-09
Spill Record Last Update:	2020-01-17
Spiller Name:	RAMESH KUMAR & THOMAS KALICHARN
Spiller Company:	RKS REALTY, INC.
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	DENNIS ROSS
DEC Memo:	"1/9/13- Chris Lalak reported to DEC that WCHD, C. Torres, is on site with Luzon Env. Soil borings being conducted per directive of ED Moore/WCHD. DT 1/23/2013 -- Received 2-page RAP from Vince Nesci that Luzon prepared. Basic tank excavation, and dig and haul contaminated soil. Tanks, piping, dispenser island to be excavated. Minimum cost is roughly $125,000 based on 8 feet deep excavation in front half of the property. I emailed an approval of the RAP and requested schedule. ELM 2/21/2013 -- Still no schedule for remediation. Owner out of the country; tanks temp closed; no identification of a contractor to date. ELM 6/7/2013 -- APECCO give contract to excavate old tanks, address contamination, install new tanks, dispensers, and canopy. Plan to start in the next few weeks. Email in edocs. ELM 07/11/13 APECCO has stockpiled 3000 tons of impacted soil on site and the vapors are impacting residents in bordering homes. Complaints have been received by the HD and MV Building Dept. A meeting was held today with the tenant Kumar, APECCO, reps from the MV Building Dept., MVFD, WCHD and DEC. Kumar was directed to begin soil removal immediately. He stated that he doesn't have the money to remove the soil. He was advised that the soil removal is a priority even if it means delaying or eliminating the installation of new tanks. A summons was issued by the building inspector. TG 10/08/13 Met with Karen Maloy from APECCO. The tank installation has stalled and there is no activity at the site. Karen Maloy reported that the post

SCOTT GAS STATION (Continued) **S106703551**

excavation soil sample results along the street were elevated. She was advised to draft a tank remoal report and submit it to DEC. Further remedial investigation can be made after DEC reviews that submittal. TG 11-15-2013 Excavation still open RDB 02-21-14 Work commencing? RDB 03-07-14 Sheetpiling in, hole dewatered, tank in? RDB 04-13-17 email sent to APECCO RDB 4/13/17 West side of site not cleaned, closure report and FIR to be forwarded to RDB. mt 5-9-17 need to send a letter requesting additional work; need FIR- RDB 5-12-17 email to AMercian, I have received and reviewed American Petroleum s January 2015 UST Closure Report for RKS Realty Inc. s facility located at 140 West Sanford Blvd in Mount Vernon. Based on that review, the Department has additional concerns; 1.The UST report indicates that additional soil was still remaining on site. Has the soil been properly disposed of? If so, please provide the Department with the disposal records. If the soil has not been properly disposed of, the facility is in violation of 6NYCRR Part 360. 2.Based on the post excavation soil samples, additional delineation of the soil and groundwater is warranted. Please submit a Soil and Groundwater Investigation Workplan by May 25, 2017. RDB june sent email to American; American said it forwarded it to their client- RDB 07-14-17 resent email; no response- RDB 09-14-17 following up internal- RDB 09-19-017 NOV sentSTIP violation; requested appearance- RDB 10-12-17 Vinod in Chicago; offered 10-18-17 10-16-17 Vinod said staying longer in Chicago- RDB 10-17-17 offered 11-2-17 @10 am in NP to discuss this site and 16-11440 RDB 11-15-17 offered an Order to clean the site- RDB 02272018 order on Consent executed - Need DEC to execute- RDB 03202018 awaiting executed orders from Albany- RDB 03212018 order executed per email from B. Conlon. BTR 4-3-18 executed order on D2. BW 6-13-18 Work plan approved with requirements: The work plan submitted in December 2017 for 140 West Sandford Blvd (Spill 12-14410) is approved with the following requirements: -A boring/well be done downgradient closer to the new tanks, in addition to the proposed location downgradient in the center of the site. -In addition to VOC/SVOC samples are analyzed for ethanol We are requiring work to begin within the next 30 days and the investigation report be submitted no later than 45 days after the field work is completed. Email stating changes on D2. ML 7-13-18 Stopped by the site. No work has been done. BTR 1-10-19 APECCO submitted SSIR. ML 1-16-19 Report Reviewed. All soil samples above CP-51 with SB2 the highest. Soil borings indicate GW at 8’. Impacts @ 6-8’ in smear zone. DEC requested revised report with past work and extent of excavation. ML 1-21-19 Revised report submitted. 1-23-19 Report reviewed. SB 2 was not in previous excavation. SB 3-5 are along the PL of the site and may not be able to excavate. DEC requesting additional work with the following email sent: The Department has reviewed the revised report and determined that additional work is required. Submit a Remedial Action Workplan to the Department by the week of February 4th, 2019. ML 1-17-2020 transferred to ML"

Remarks: ""

All Materials:

Site ID:	477651
Operable Unit ID:	1227449
Operable Unit:	01
Material ID:	2224782
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported

SCOTT GAS STATION (Continued) **S106703551**

Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

T74 **ULTIMATE GAS** **NY UST** **U003994821**
SSE **140 WEST SANDFORD BOULEVARD** **N/A**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.192 mi.
1013 ft. **Site 2 of 4 in cluster T**

Relative:
Lower

Actual:
120 ft.

WESTCHESTER CO. UST:

Name:	ULTIMATE GAS
Address:	140 WEST SANDFORD BOULEVARD
City,State,Zip:	MOUNT VERNON, NY 10550
Id/Status:	3-600408 / Active
Operator Name:	Mount Mart Inc.
Owner Name:	Sanford Hospitality LLC.
Owner Street:	140 West Sandford Boulevard
Owner Address2:	Not reported
Owner City:	Mount Vernon
Owner State:	NY
Owner Zipcode:	10550
GDS Number:	3550801122
Tank Number:	1
Status:	3. Closed - Removed
Capacity:	4000
Product Stored:	2712. Gasoline/Ethanol
Product Stored Percent:	Not reported
Tank Leak Detection:	5. In-Tank System (auto tank gauge)
Date Installation:	07/01/1968
Date Perm Closure:	07/01/2013
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	4. Impressed Current (no retrofit),8. Retrofitted Impressed Current
Tank Secondary Containment:	0. None
Piping Location:	2. Underground/on Ground
Piping Type:	2. Galvanized Steel
Piping External Protection:	4. Impressed Current (no retrofit)
Overfill Prevention:	2. High Level Alarm
Piping Secondary Containment:	0. None
Spill Prevention:	1. Catch Basin
Dispenser:	2. Suction
Tank Number:	10
Status:	3. Closed - Removed
Capacity:	2000
Product Stored:	0009. Gasoline
Product Stored Percent:	Not reported
Tank Leak Detection:	Not reported
Date Installation:	01/01/1900
Date Perm Closure:	07/01/2013
Tank Location:	5. Underground including vaulted with no access for inspection

ULTIMATE GAS (Continued) **U003994821**

Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	Not reported
Tank External Protection:	Not reported
Tank Secondary Containment:	Not reported
Piping Location:	Not reported
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	Not reported
Overfill Prevention:	Not reported
Piping Secondary Containment:	Not reported
Spill Prevention:	Not reported
Dispenser:	Not reported

Tank Number:	11
Status:	3. Closed - Removed
Capacity:	2000
Product Stored:	0009. Gasoline
Product Stored Percent:	Not reported
Tank Leak Detection:	Not reported
Date Installation:	01/01/1900
Date Perm Closure:	07/01/2013
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	Not reported
Tank External Protection:	Not reported
Tank Secondary Containment:	Not reported
Piping Location:	Not reported
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	Not reported
Overfill Prevention:	Not reported
Piping Secondary Containment:	Not reported
Spill Prevention:	Not reported
Dispenser:	Not reported

Tank Number:	12
Status:	3. Closed - Removed
Capacity:	2000
Product Stored:	0009. Gasoline
Product Stored Percent:	Not reported
Tank Leak Detection:	Not reported
Date Installation:	01/01/1900
Date Perm Closure:	07/01/2013
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	Not reported
Tank External Protection:	Not reported
Tank Secondary Containment:	Not reported
Piping Location:	Not reported
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	Not reported
Overfill Prevention:	Not reported
Piping Secondary Containment:	Not reported
Spill Prevention:	Not reported
Dispenser:	Not reported

ULTIMATE GAS (Continued) **U003994821**

Tank Number:	13A
Status:	1. In-Service
Capacity:	10000
Product Stored:	2712. Gasoline/Ethanol
Product Stored Percent:	10
Tank Leak Detection:	1. Electronic Interstitial Monitoring
Date Installation:	03/01/2014
Date Perm Closure:	01/01/1900
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	6. Fiberglass reinforced plastic (FRP)
Tank Internal Protection:	0. None
Tank External Protection:	4. Fiberglass
Tank Secondary Containment:	4. Double-Walled (underground only)
Piping Location:	2. Underground/on Ground
Piping Type:	6. Fiberglass Reinforced Plastic (FRP)
Piping External Protection:	4. Fiberglass
Overfill Prevention:	2. High Level Alarm
Piping Secondary Containment:	4. Double-Walled (underground only)
Spill Prevention:	1. Catch Basin
Dispenser:	1. Submersible

Tank Number:	13B
Status:	1. In-Service
Capacity:	5000
Product Stored:	2712. Gasoline/Ethanol
Product Stored Percent:	10
Tank Leak Detection:	1. Electronic Interstitial Monitoring
Date Installation:	03/01/2014
Date Perm Closure:	01/01/1900
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	6. Fiberglass reinforced plastic (FRP)
Tank Internal Protection:	0. None
Tank External Protection:	4. Fiberglass
Tank Secondary Containment:	4. Double-Walled (underground only)
Piping Location:	2. Underground/on Ground
Piping Type:	6. Fiberglass Reinforced Plastic (FRP)
Piping External Protection:	4. Fiberglass
Overfill Prevention:	2. High Level Alarm
Piping Secondary Containment:	4. Double-Walled (underground only)
Spill Prevention:	1. Catch Basin
Dispenser:	1. Submersible

Tank Number:	2
Status:	3. Closed - Removed
Capacity:	4000
Product Stored:	2712. Gasoline/Ethanol
Product Stored Percent:	Not reported
Tank Leak Detection:	5. In-Tank System (auto tank gauge)
Date Installation:	07/01/1968
Date Perm Closure:	07/01/2013
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	4. Impressed Current (no retrofit)
Tank Secondary Containment:	0. None

ULTIMATE GAS (Continued) **U003994821**

Piping Location:	2. Underground/on Ground
Piping Type:	2. Galvanized Steel
Piping External Protection:	4. Impressed Current (no retrofit)
Overfill Prevention:	2. High Level Alarm
Piping Secondary Containment:	0. None
Spill Prevention:	1. Catch Basin
Dispenser:	2. Suction

Tank Number:	3
Status:	3. Closed - Removed
Capacity:	3000
Product Stored:	2712. Gasoline/Ethanol
Product Stored Percent:	Not reported
Tank Leak Detection:	5. In-Tank System (auto tank gauge)
Date Installation:	07/01/1968
Date Perm Closure:	07/01/2013
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	4. Impressed Current (no retrofit)
Tank Secondary Containment:	0. None
Piping Location:	2. Underground/on Ground
Piping Type:	2. Galvanized Steel
Piping External Protection:	4. Impressed Current (no retrofit)
Overfill Prevention:	2. High Level Alarm
Piping Secondary Containment:	0. None
Spill Prevention:	1. Catch Basin
Dispenser:	2. Suction

Tank Number:	4
Status:	3. Closed - Removed
Capacity:	3000
Product Stored:	0008. Diesel
Product Stored Percent:	Not reported
Tank Leak Detection:	Not reported
Date Installation:	07/01/1968
Date Perm Closure:	11/30/1998
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	1. Painted/Asphalt Coating
Tank Secondary Containment:	0. None
Piping Location:	2. Underground/on ground
Piping Type:	2. Galvanized steel
Piping External Protection:	0. None
Overfill Prevention:	0. None
Piping Secondary Containment:	Not reported
Spill Prevention:	0. None
Dispenser:	2. Suction

Tank Number:	5
Status:	3. Closed - Removed
Capacity:	275
Product Stored:	0022. Waste/Used Oil

ULTIMATE GAS (Continued) **U003994821**

Product Stored Percent:	Not reported
Tank Leak Detection:	0. None
Date Installation:	Not reported
Date Perm Closure:	01/07/2005
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	1. Painted/Asphalt Coating
Tank Secondary Containment:	Not reported
Piping Location:	0. No Pipiing
Piping Type:	0. No Pippping
Piping External Protection:	0. None
Overfill Prevention:	0. None
Piping Secondary Containment:	Not reported
Spill Prevention:	0. None
Dispenser:	3. Gravity

Tank Number:	6
Status:	3. Closed - Removed
Capacity:	550
Product Stored:	Not reported
Product Stored Percent:	Not reported
Tank Leak Detection:	0. None
Date Installation:	Not reported
Date Perm Closure:	01/07/2005
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	0. None
Tank Secondary Containment:	0. None
Piping Location:	2. Underground/on ground
Piping Type:	1. Steel/Carbon/ steel/iron
Piping External Protection:	0. None
Overfill Prevention:	0. None
Piping Secondary Containment:	Not reported
Spill Prevention:	0. None
Dispenser:	0. None

Tank Number:	7
Status:	3. Closed - Removed
Capacity:	2000
Product Stored:	0009. Gasoline
Product Stored Percent:	Not reported
Tank Leak Detection:	Not reported
Date Installation:	01/01/1900
Date Perm Closure:	07/01/2013
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	Not reported
Tank External Protection:	Not reported
Tank Secondary Containment:	Not reported
Piping Location:	Not reported
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	Not reported
Overfill Prevention:	Not reported

ULTIMATE GAS (Continued) **U003994821**

Piping Secondary Containment:	Not reported
Spill Prevention:	Not reported
Dispenser:	Not reported

Tank Number:	8
Status:	3. Closed - Removed
Capacity:	2000
Product Stored:	0009. Gasoline
Product Stored Percent:	Not reported
Tank Leak Detection:	Not reported
Date Installation:	01/01/1900
Date Perm Closure:	07/01/2013
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	Not reported
Tank External Protection:	Not reported
Tank Secondary Containment:	Not reported
Piping Location:	Not reported
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	Not reported
Overfill Prevention:	Not reported
Piping Secondary Containment:	Not reported
Spill Prevention:	Not reported
Dispenser:	Not reported

Tank Number:	9
Status:	3. Closed - Removed
Capacity:	2000
Product Stored:	0009. Gasoline
Product Stored Percent:	Not reported
Tank Leak Detection:	Not reported
Date Installation:	01/01/1900
Date Perm Closure:	07/01/2013
Tank Location:	5. Underground including vaulted with no access for inspection
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	Not reported
Tank External Protection:	Not reported
Tank Secondary Containment:	Not reported
Piping Location:	Not reported
Piping Type:	1. Steel/Carbon/ Steel/Iron
Piping External Protection:	Not reported
Overfill Prevention:	Not reported
Piping Secondary Containment:	Not reported
Spill Prevention:	Not reported
Dispenser:	Not reported

T75 SSE 1/8-1/4 0.193 mi. 1018 ft. | **SCORE S/S**
140 HANFORD AVE
MOUNT VERNON, NY

Site 3 of 4 in cluster T

NY LTANKS | **S102673701**
N/A

Relative: Lower

Actual: 121 ft.

LTANKS:

Name:	SCORE S/S
Address:	140 HANFORD AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9103204 / 1991-06-21
Facility ID:	9103204
Site ID:	104529
Spill Date:	1991-06-17
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	Not reported
Cleanup Ceased:	1953-06-18
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1991-06-20
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-12-02
Spill Record Last Update:	2003-12-02
Spiller Name:	Not reported
Spiller Company:	CONCORD TRUCKING
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	92334
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"WHILE FILLING TANKS AT GAS STATION IT OVERFILLED MT. VERNON F.D. ON SCENE EPA NOTIFIED WCHD NOTIFIED WCHD ON SCENE ON 6/17/91 STORM DRAINS FLUSHED SAME AS 9103026 SPILL CLEANED BY EES"

All Materials:

Site ID:	104529
Operable Unit ID:	957226
Operable Unit:	01
Material ID:	425654
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	30.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

U76 **SPILL NUMBER 0208622** **NY LTANKS** **S106009417**
NE **240 7TH AVE** **NY Spills** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.193 mi.
1018 ft. **Site 1 of 4 in cluster U**

Relative:
Lower

Actual:
136 ft.

LTANKS:

Name:	LEVISTER TOWERS
Address:	240 SOUTH 7TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0400425 / 2004-04-22
Facility ID:	0400425
Site ID:	86823
Spill Date:	2004-03-30
Spill Cause:	Tank Failure
Spill Source:	Non Major Facility > 1,100 gal
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WCHD
Referred To:	Westchester Cnty Health Dept
Reported to Dept:	2004-04-14
CID:	444
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2004-04-14
Spill Record Last Update:	2004-05-04
Spiller Name:	BUILDERS GROUP
Spiller Company:	LEVISTER TOWERS
Spiller Address:	240 SOUTH 7TH AVE
Spiller County:	001
Spiller Contact:	BUILDERS GROUP
Spiller Phone:	(917) 464-4015
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	79601
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCHD-BECK 4/27/04: Letter to Christine Maher, Levister Redevelopment Co., LLC from Frederick Beck Jr. WCDOH dated 22Apr2004. Closer report has been reviewed. Soil sample results show minor contamination remains. WCDOH requires NFA at this time."
Remarks:	"LAB RESULTS ARE BELOW DEC GUIDLINES: BUT HITS WERE NOT GOOD: "

All Materials:

Site ID:	86823
Operable Unit ID:	882570
Operable Unit:	01
Material ID:	491680
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00

SPILL NUMBER 0208622 (Continued) **S106009417**

Oxygenate: Not reported

SPILLS:

Name:	SPILL NUMBER 0208622
Address:	240 7TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0208622 / 2002-11-20
Facility ID:	0208622
Facility Type:	ER
DER Facility ID:	186313
Site ID:	225724
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6008
Spill Date:	2002-11-20
Investigator:	WCHD
Referred To:	Westchester Cnty Health Dept
Reported to Dept:	2002-11-20
CID:	257
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Federal Government
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2002-11-20
Spill Record Last Update:	2002-11-25
Spiller Name:	Not reported
Spiller Company:	DG BUILDERS
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	NONE
DEC Memo:	""
Remarks:	"construction going on and there is oil on the ground"

All Materials:

Site ID:	225724
Operable Unit ID:	860057
Operable Unit:	01
Material ID:	515620
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Q77
East
1/8-1/4
0.203 mi.
1070 ft.

CON EDISON - MT. VERNON WORKS-MT VERN. MGP
334-360 SOUTH 7TH AVE.'S
MT VERNON, NY 10550

Site 2 of 2 in cluster Q

EDR MGP **1008407972**
N/A

Relative:
Lower

Actual:
128 ft.

Manufactured Gas Plants:
No additional information available

78
SSW
1/8-1/4
0.208 mi.
1099 ft.

CON EDISON POLE: 21
4359 MURDOCK AVE
BRONX, NY 10466

RCRA-VSQG **1026726645**
NYP005246303

Relative:
Lower

Actual:
109 ft.

RCRA-VSQG:

Date Form Received by Agency:		20200829
Handler Name:	CON EDISON POLE: 21	
Handler Address:		4359 MURDOCK AVE
Handler City,State,Zip:		BRONX, NY 10466
EPA ID:		NYP005246303
Contact Name:		THOMAS TEELING
Contact Address:		IRVING PL, 15TH FL NE
Contact City,State,Zip:		NEW YORK, NY 10003
Contact Telephone:		212-460-3770
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		SENIOR SCIENTIST
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Conditionally Exempt Small Quantity Generator
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Handler Activities
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		IRVING PL, 15TH FL NE
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:		Not reported
Owner Type:		Not reported
Operator Name:		Not reported
Operator Type:		Not reported
Short-Term Generator Activity:		Yes
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported

CON EDISON POLE: 21 (Continued) **1026726645**

Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20210105
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20200829
Handler Name: CON EDISON POLE: 21	
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	No
Electronic Manifest Broker:	No

CON EDISON POLE: 21 (Continued) **1026726645**

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

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79 SE 1/8-1/4 0.209 mi. 1106 ft. | **LLOYD'S AUTO REPAIR** | **NY AST** | **A100204343**
80 WEST SANDFORD BOULEVARD | **N/A**
MOUNT VERNON, NY 10550

Relative: Lower
Actual: 121 ft.

WESTCHESTER CO. AST:

Name:	LLOYD'S AUTO REPAIR
Address:	80 WEST SANDFORD BOULEVARD
City,State,Zip:	MOUNT VERNON, NY 10550
PBS Number:	3-800775
Site Status:	Active
GDS Number:	Not reported
Operator Name:	Lloyd Burnett
Owner Name:	Lloyd Burnett
Owner Street:	303 Tecumseh Avenue
Owner Address2:	Not reported
Owner City/State/Zip:	Mount Vernon, NY 10550
Tank Number:	1
Status:	1. In-Service
Date Installation:	05/01/1998
Capacity:	275
Product Stored:	2642. Used Oil (Heating)
Product Stored Percent:	Not reported
Date Perm Closure:	01/01/1900
Tank Location:	3. Aboveground on saddles,legs,stilts,racks or cradle
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	1. Painted/Asphalt Coating
Tank Leak Detection:	6. Impervious Barrier/Concrete Pad (Aboveground Only)
Tank Secondary Containment:	10. Impervious Underlayment (AST Only)
Piping Location:	0. No Piping
Piping Type:	0. No Piping
Piping External Protection:	1. Painted/Asphalt Coating
Piping Leak Detection:	0. None
Piping Secondary Containment:	0. None
Overfill Prevention:	4. Product Level Gauge (Aboveground Only)
Spill Prevention:	1. Catch Basin
Dispenser:	1. Submersible
Tank Number:	2
Status:	1. In-Service
Date Installation:	03/01/1999
Capacity:	275

LLOYD'S AUTO REPAIR (Continued) **A100204343**

Product Stored:	0022. Waste/Used Oil
Product Stored Percent:	Not reported
Date Perm Closure:	01/01/1900
Tank Location:	3. Aboveground on saddles,legs,stilts,racks or cradle
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	1. Painted/Asphalt Coating
Tank Leak Detection:	6. Impervious Barrier/Concrete Pad (Aboveground Only)
Tank Secondary Containment:	10. Impervious Underlayment (AST Only)
Piping Location:	0. No Piping
Piping Type:	0. No Piping
Piping External Protection:	0. None
Piping Leak Detection:	0. None
Piping Secondary Containment:	0. None
Overfill Prevention:	4. Product Level Gauge (Aboveground Only)
Spill Prevention:	1. Catch Basin
Dispenser:	1. Submersible

Tank Number:	3
Status:	1. In-Service
Date Installation:	10/01/2006
Capacity:	275
Product Stored:	0015. Motor Oil
Product Stored Percent:	Not reported
Date Perm Closure:	01/01/1900
Tank Location:	3. Aboveground on saddles,legs,stilts,racks or cradle
Tank Type:	1. Steel/Carbon steel/Iron
Tank Internal Protection:	0. None
Tank External Protection:	1. Painted/Asphalt Coating
Tank Leak Detection:	6. Impervious Barrier/Concrete Pad (Aboveground Only)
Tank Secondary Containment:	10. Impervious Underlayment (AST Only)
Piping Location:	0. No Piping
Piping Type:	0. No Piping
Piping External Protection:	0. None
Piping Leak Detection:	0. None
Piping Secondary Containment:	0. None
Overfill Prevention:	4. Product Level Gauge (Aboveground Only)
Spill Prevention:	2. Transfer Station Containment
Dispenser:	0. None

V80 **CONSOLIDATED EDISON** **NY MANIFEST** **S119072809**
SW **4400 WILDER AVE** **N/A**
1/8-1/4 **BRONX, NY 10466**
0.213 mi.
1122 ft. **Site 1 of 2 in cluster V**

Relative:
Lower

Actual:
107 ft.

NY MANIFEST:

Name:	CONSOLIDATED EDISON
Address:	4400 WILDER AVE
City,State,Zip:	BRONX, NY 10466
Country:	USA
EPA ID:	NYP004143509
Facility Status:	Not reported
Location Address 1:	E/S WILDER AVE N/O NEREID AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported

CONSOLIDATED EDISON (Continued) **S119072809**

Location City:	BRONX
Location State:	NY
Location Zip:	Not reported
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004143509
Mailing Name:	CONSOLIDATED EDISON
Mailing Contact:	FRANKLYN MURRAY
Mailing Address 1:	4 IRVING PL RM 828
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124602808

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD006982359
Trans2 State ID:	Not reported
Generator Ship Date:	07/11/2006
Trans1 Recv Date:	07/11/2006
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	07/12/2006
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004143509
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NYD077444263
TSDF ID 2:	Not reported
Manifest Tracking Number:	NYE1541808
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	350
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	3

CONSOLIDATED EDISON (Continued) **S119072809**

Container Type:	DM - Metal drums, barrels
Handling Method:	B Incineration, heat recovery, burning.
Specific Gravity:	1
Waste Code:	D018
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

V81 **CON EDISON GAS DRIP NONE** **RCRA NonGen / NLR** **1010326876**
SW **4400 WILDER AVE GAS DRIP NONE** **NYP004143509**
1/8-1/4 **BRONX, NY 10466**
0.213 mi.
1122 ft. **Site 2 of 2 in cluster V**

Relative:
Lower

Actual:
107 ft.

RCRA NonGen / NLR:

Date Form Received by Agency:	20061117
Handler Name:	CON EDISON GAS DRIP NONE
Handler Address:	4400 WILDER AVE GAS DRIP NONE
Handler City,State,Zip:	BRONX, NY 10466
EPA ID:	NYP004143509
Contact Name:	DANIEL PONTECORVO
Contact Address:	4 IRVING PL, RM 828
Contact City,State,Zip:	NEW YORK, NY 10003
Contact Telephone:	212-580-8383
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	Not reported
EPA Region:	02
Land Type:	Not reported
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R2
Mailing Address:	4 IRVING PL, RM 828
Mailing City,State,Zip:	NEW YORK, NY 10003
Owner Name:	Not reported
Owner Type:	Not reported
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No

CON EDISON GAS DRIP NONE (Continued) **1010326876**

Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:		20061115
Handler Name:	CON EDISON	
Federal Waste Generator Description:		Not reported
State District Owner:		Not reported
Large Quantity Handler of Universal Waste:		No
Recognized Trader Importer:		No
Recognized Trader Exporter:		No
Spent Lead Acid Battery Importer:		No
Spent Lead Acid Battery Exporter:		No
Current Record:		No
Non Storage Recycler Activity:		Not reported
Electronic Manifest Broker:		Not reported

CON EDISON GAS DRIP NONE (Continued) **1010326876**

Receive Date: 20061116
Handler Name: CON EDISON
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20061117
Handler Name: CON EDISON GAS DRIP NONE
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

U82 **CON EDISON** **RCRA NonGen / NLR** **1018279609**
NE **201 S 7TH AVE FRONT OF** **FINDS** **NYP004744421**
1/8-1/4 **MOUNT VERNON, NY 10550** **ECHO**
0.213 mi.
1126 ft. **Site 2 of 4 in cluster U**

Relative:
Lower

Actual:
137 ft.

RCRA NonGen / NLR:
Date Form Received by Agency: 20150305
Handler Name: CON EDISON
Handler Address: 201 S 7TH AVE FRONT OF
Handler City,State,Zip: MOUNT VERNON, NY 10550
EPA ID: NYP004744421
Contact Name: THOMAS TEELING
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: 212-460-3770
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 02

CON EDISON (Continued) **1018279609**

Land Type:	Private
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R2
Mailing Address:	IRVING PL, 15TH FL NE
Mailing City,State,Zip:	NEW YORK, NY 10003
Owner Name:	Not reported
Owner Type:	Not reported
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No

CON EDISON (Continued) **1018279609**

Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20160502
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20150305
Handler Name: CON EDISON	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20150305
Handler Name: CON EDISON	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations:	No Violations Found

Evaluation Action Summary:

Evaluations:	No Evaluations Found

FINDS:

Registry ID:	110067693311

CON EDISON (Continued) **1018279609**

Click Here:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1018279609
Registry ID:	110067693311
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110067693311
Name:	CON EDISON
Address:	201 S 7TH AVE FRONT OF
City,State,Zip:	MOUNT VERNON, NY 10550

U83 **CON EDISON** **NJ MANIFEST** **S120668417**
NE **201 S 7TH AVE FRONT OF** **N/A**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.213 mi.
1126 ft. **Site 3 of 4 in cluster U**

Relative:
Lower

Actual:
137 ft.

NJ MANIFEST:

EPA Id:	NYP004744421
Mail Address:	IRVING PL, 15TH FL NE
Mail City/State/Zip:	NEW YORK, NY 10003
Facility Phone:	Not reported
Emergency Phone:	Not reported
Contact:	THOMAS TEELING
Comments:	Not reported
SIC Code:	Not reported
County:	NY119
Municipal:	Not reported
Previous EPA Id:	Not reported
Gen Flag:	Not reported
Trans Flag:	Not reported
TSDF Flag:	Not reported
Name Change:	Not reported
Date Change:	Not reported

Manifest:

Manifest Number:	014087388JJK
EPA ID:	NYP004744421
Date Shipped:	3/5/2015
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported

CON EDISON (Continued) **S120668417**

Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported

U84 **CON EDISON** **NY MANIFEST** **S117741224**
NE **201 S 7TH AVE FRONT OF** **N/A**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.213 mi.
1126 ft. **Site 4 of 4 in cluster U**

Relative:
Lower

Actual:
137 ft.

NY MANIFEST:

Name:	CON EDISON
Address:	201 S 7TH AVE FRONT OF
City,State,Zip:	MOUNT VERNON, NY 10550
Country:	USA
EPA ID:	NYP004744421
Facility Status:	Not reported
Location Address 1:	F/O 201 S 7TH AVE
Code:	BP
Location Address 2:	MH 608
Total Tanks:	Not reported
Location City:	MOUNT VERNON
Location State:	NY
Location Zip:	10550
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004744421
Mailing Name:	CON EDISON
Mailing Contact:	TOM TEELING
Mailing Address 1:	4 IRVING PLACE - 15TH FLOOR

CON EDISON (Continued) **S117741224**

Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	Not reported

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NJ0000027193
Trans2 State ID:	Not reported
Generator Ship Date:	03/05/2015
Trans1 Recv Date:	03/05/2015
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	03/06/2015
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004744421
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NJD002200046
TSDF ID 2:	Not reported
Manifest Tracking Number:	014087388JJK
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H110
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	500
Units:	P - Pounds
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

W85 NNE 1/8-1/4 0.218 mi. 1153 ft. | **CON EDISON**
3RD ST & S 7TH AVE
MOUNT VERNON, NY 10550

RCRA NonGen / NLR
FINDS
ECHO

1018279355
NYP004741609

Site 1 of 9 in cluster W

Relative: Lower
Actual: 136 ft.

RCRA NonGen / NLR:

Date Form Received by Agency:		20150303
Handler Name:	CON EDISON	
Handler Address:		3RD ST & S 7TH AVE
Handler City,State,Zip:		MOUNT VERNON, NY 10550
EPA ID:		NYP004741609
Contact Name:		THOMAS TEELING
Contact Address:		Not reported
Contact City,State,Zip:		Not reported
Contact Telephone:		212-460-3770
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		IRVING PL, 15TH FL NE
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:		Not reported
Owner Type:		Not reported
Operator Name:		Not reported
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		NN
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported

CON EDISON (Continued) **1018279355**

Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20160502
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20150303
Handler Name: CON EDISON	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20150303
Handler Name: CON EDISON	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported

CON EDISON (Continued) **1018279355**

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110067689148

Click Here:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1018279355
Registry ID:	110067689148
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110067689148
Name:	CON EDISON
Address:	3RD ST & S 7TH AVE
City,State,Zip:	MOUNT VERNON, NY 10550

W86 **CON EDISON** **NJ MANIFEST** **S120668179**
NNE **3RD ST & S 7TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.218 mi.
1153 ft. **Site 2 of 9 in cluster W**

Relative:
Lower

Actual:
136 ft.

NJ MANIFEST:

EPA Id:	NYP004741609
Mail Address:	IRVING PL, 15TH FL NE
Mail City/State/Zip:	NEW YORK, NY 10003
Facility Phone:	Not reported
Emergency Phone:	Not reported
Contact:	THOMAS TEELING
Comments:	Not reported
SIC Code:	Not reported
County:	NY119
Municipal:	Not reported
Previous EPA Id:	Not reported
Gen Flag:	Not reported
Trans Flag:	Not reported
TSDF Flag:	Not reported

CON EDISON (Continued) **S120668179**

Name Change: Not reported
Date Change: Not reported

Manifest:
Manifest Number: 014091855JJK
EPA ID: NYP004741609
Date Shipped: 3/3/2015
TSDF EPA ID: NJD002200046
Transporter EPA ID: NYD006982359
Transporter 2 EPA ID: Not reported
Transporter 3 EPA ID: Not reported
Transporter 4 EPA ID: Not reported
Transporter 5 EPA ID: Not reported
Transporter 6 EPA ID: Not reported
Transporter 7 EPA ID: Not reported
Transporter 8 EPA ID: Not reported
Transporter 9 EPA ID: Not reported
Transporter 10 EPA ID: Not reported
Date Trans1 Transported Waste: Not reported
Date Trans2 Transported Waste: Not reported
Date Trans3 Transported Waste: Not reported
Date Trans4 Transported Waste: Not reported
Date Trans5 Transported Waste: Not reported
Date Trans6 Transported Waste: Not reported
Date Trans7 Transported Waste: Not reported
Date Trans8 Transported Waste: Not reported
Date Trans9 Transported Waste: Not reported
Date Trans10 Transported Waste: Not reported
Date TSDF Received Waste: Not reported
TSDF EPA Facility Name: Not reported
QTY Units: Not reported
Transporter SEQ ID: Not reported
Transporter-1 Date: Not reported
Waste SEQ ID: Not reported
Waste Type Code 2: Not reported
Waste Type Code 3: Not reported
Waste Type Code 4: Not reported
Waste Type Code 5: Not reported
Waste Type Code 6: Not reported
Date Accepted: Not reported
Manifest Discrepancy Type: Not reported
Data Entry Number: Not reported
Was Load Rejected: NEW YORK, NY 10003
Reason Load Was Rejected: Not reported

W87 **CON EDISON** **RCRA NonGen / NLR** **1019905397**
NNE **W 3RD ST & 7TH AVE** **FINDS** **NYP004809202**
1/8-1/4 **MOUNT VERNON, NY 10550** **ECHO**
0.218 mi.
1153 ft. **Site 3 of 9 in cluster W**

Relative:
Lower

Actual:
136 ft.

RCRA NonGen / NLR:
Date Form Received by Agency: 20150718
Handler Name: CON EDISON
Handler Address: W 3RD ST & 7TH AVE
Handler City,State,Zip: MOUNT VERNON, NY 10550

CON EDISON (Continued) **1019905397**

EPA ID:	NYP004809202
Contact Name:	THOMAS TEELING
Contact Address:	Not reported
Contact City,State,Zip:	Not reported
Contact Telephone:	212-460-3770
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	Not reported
EPA Region:	02
Land Type:	Private
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R2
Mailing Address:	IRVING PL 15TH FL NE
Mailing City,State,Zip:	NEW YORK, NY 10003
Owner Name:	Not reported
Owner Type:	Not reported
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No

CON EDISON (Continued) **1019905397**

TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20160909
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20150718
Handler Name: CON EDISON	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20150718
Handler Name: CON EDISON	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations:	No Violations Found

CON EDISON (Continued) **1019905397**

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110069678851

Click Here:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1019905397
Registry ID:	110069678851
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110069678851
Name:	CON EDISON
Address:	W 3RD ST & 7TH AVE
City,State,Zip:	MOUNT VERNON, NY 10550

W88 **CON EDISON** **NJ MANIFEST** **S120674112**
NNE **W 3RD ST & 7TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.218 mi.
1153 ft. **Site 4 of 9 in cluster W**

Relative:
Lower

Actual:
136 ft.

NJ MANIFEST:

EPA Id:	NYP004809202
Mail Address:	IRVING PL 15TH FL NE
Mail City/State/Zip:	NEW YORK, NY 10003
Facility Phone:	Not reported
Emergency Phone:	Not reported
Contact:	THOMAS TEELING
Comments:	Not reported
SIC Code:	Not reported
County:	NY119
Municipal:	Not reported
Previous EPA Id:	Not reported
Gen Flag:	Not reported
Trans Flag:	Not reported
TSDF Flag:	Not reported
Name Change:	Not reported
Date Change:	Not reported

Manifest:

Manifest Number:	014472076JJK
EPA ID:	NYP004809202
Date Shipped:	7/18/2015
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NYD006982359

CON EDISON (Continued) **S120674112**

Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported

W89 **CON EDISON** **RCRA NonGen / NLR** **1019907153**
NNE **W 3RD ST & 7TH AVE** **NYP004830796**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.218 mi.
1153 ft. **Site 5 of 9 in cluster W**

Relative:
Lower

Actual:
136 ft.

RCRA NonGen / NLR:

Date Form Received by Agency:		20150827
Handler Name:	CON EDISON	
Handler Address:		W 3RD ST & 7TH AVE
Handler City,State,Zip:		MOUNT VERNON, NY 10550
EPA ID:		NYP004830796
Contact Name:		THOMAS TEELING
Contact Address:		Not reported
Contact City,State,Zip:		Not reported
Contact Telephone:		212-460-3770
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02

CON EDISON (Continued) **1019907153**

Land Type:	Private
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R2
Mailing Address:	IRVING PL 15TH FL NE
Mailing City,State,Zip:	NEW YORK, NY 10003
Owner Name:	Not reported
Owner Type:	Not reported
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No

CON EDISON (Continued) **1019907153**

Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20160909
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20150827
Handler Name: CON EDISON	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20150827
Handler Name: CON EDISON	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations:	No Violations Found

Evaluation Action Summary:

Evaluations:	No Evaluations Found

W90 NNE 1/8-1/4 0.218 mi. 1153 ft. | **CON EDISON**
3RD ST & S 7TH AVE
MOUNT VERNON, NY 10550

Site 6 of 9 in cluster W

NY MANIFEST | **S117740967**
N/A

Relative: Lower

Actual: 136 ft.

NY MANIFEST:

Name:	CON EDISON
Address:	3RD ST & S 7TH AVE
City,State,Zip:	MOUNT VERNON, NY 10550
Country:	USA
EPA ID:	NYP004741609
Facility Status:	Not reported
Location Address 1:	3RD ST & S 7 AVE
Code:	BP
Location Address 2:	H608
Total Tanks:	Not reported
Location City:	MT VERNON
Location State:	NY
Location Zip:	10801
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004741609
Mailing Name:	CON EDISON
Mailing Contact:	CON EDISON
Mailing Address 1:	4 IRVING PL
Mailing Address 2:	15TH FL
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	Not reported

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD006982359
Trans2 State ID:	Not reported
Generator Ship Date:	03/03/2015
Trans1 Recv Date:	03/03/2015
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	03/10/2015
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004741609
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NJD002200046
TSDF ID 2:	Not reported
Manifest Tracking Number:	014091855JJK
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N

CON EDISON (Continued) **S117740967**

Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H110
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	200
Units:	P - Pounds
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

W91 **CON EDISON** **NJ MANIFEST** **S120676001**
NNE **W 3RD ST & 7TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.218 mi.
1153 ft. **Site 7 of 9 in cluster W**

Relative:
Lower

Actual:
136 ft.

NJ MANIFEST:

EPA Id:	NYP004830796
Mail Address:	IRVING PL 15TH FL NE
Mail City/State/Zip:	NEW YORK, NY 10003
Facility Phone:	Not reported
Emergency Phone:	Not reported
Contact:	THOMAS TEELING
Comments:	Not reported
SIC Code:	Not reported
County:	NY119
Municipal:	Not reported
Previous EPA Id:	Not reported
Gen Flag:	Not reported
Trans Flag:	Not reported
TSDF Flag:	Not reported
Name Change:	Not reported
Date Change:	Not reported

Manifest:

Manifest Number:	014470846JJK
EPA ID:	NYP004830796
Date Shipped:	8/27/2015
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NYD006982359
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported

CON EDISON (Continued) **S120676001**

Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported

92
NNW
1/8-1/4
0.223 mi.
1176 ft.

SPILL NUMBER 0106905 **NY LTANKS** **S105229979**
120 SOUTH 13TH AVE **N/A**
MOUNT VERNON, NY

Relative:
Lower

Actual:
137 ft.

LTANKS:

Name:	SPILL NUMBER 0106905
Address:	120 SOUTH 13TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0106905 / 2001-10-03
Facility ID:	0106905
Site ID:	123624
Spill Date:	2001-10-03
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	kabrowne
Referred To:	Not reported
Reported to Dept:	2001-10-03

SPILL NUMBER 0106905 (Continued) **S105229979**

CID:	207
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2001-10-03
Spill Record Last Update:	2001-10-24
Spiller Name:	DAN SILVESTRO
Spiller Company:	ATLAS FUEL OIL CORP
Spiller Address:	1110 BRONX RIVER AVE
Spiller County:	001
Spiller Contact:	DAN SILVESTRO
Spiller Phone:	(718) 893-4400
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	107140
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was BROWNE 10/03/2001 SPILLER STATES THAT 5-7 GALLONS FUEL OIL SPILLED ON CONCRETE OUTSIDE THE FILL PIPE. CLEANUP IN PROGRESS. NO IMPACTS TO WATERWAYS OR STORM DRAINS. NO FURTHER ACTION."
Remarks:	"cleanup in progress"

All Materials:

Site ID:	123624
Operable Unit ID:	845121
Operable Unit:	01
Material ID:	531746
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	7.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

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93 **LIGHTHOUSE CHURCH** **NY LTANKS** **S106869242**
SE **452 S 7TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.228 mi.
1203 ft.

Relative:
Lower

Actual:
117 ft.

LTANKS:

Name:	LIGHTHOUSE CHURCH
Address:	452 S 7TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0501001 / 2005-04-25
Facility ID:	0501001
Site ID:	344119
Spill Date:	2005-04-24
Spill Cause:	Tank Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	Not reported
Cleanup Ceased:	Not reported

LIGHTHOUSE CHURCH (Continued) **S106869242**

SWIS:	6008
Investigator:	MBMASTRO
Referred To:	Not reported
Reported to Dept:	2005-04-24
CID:	71
Water Affected:	Not reported
Spill Notifier:	Local Agency
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2005-04-24
Spill Record Last Update:	2005-05-09
Spiller Name:	BILLY SMITH
Spiller Company:	LIGHTHOUSE CHURCH
Spiller Address:	452 S 7TH AV
Spiller County:	001
Spiller Contact:	BILLY SMITH
Spiller Phone:	(914) 345-5700
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	290735
DEC Memo:	""
Remarks:	"LEAK IN FUEL TANK OF LESS THAN 1 GALLON. CLEAN UP IN PROGRESS. NO CALL BACK NECESSARY"

All Materials:

Site ID:	344119
Operable Unit ID:	1102769
Operable Unit:	01
Material ID:	582993
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

T94 **BASEMENT** **NY LTANKS** **S108467585**
SSE **520 SOUTH 10TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.229 mi.
1210 ft. **Site 4 of 4 in cluster T**

Relative:
Lower

Actual:
123 ft.

LTANKS:

Name:	BASEMENT
Address:	520 SOUTH 10TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0611843 / 2007-03-01
Facility ID:	0611843
Site ID:	376570
Spill Date:	2007-01-25
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling

BASEMENT (Continued) **S108467585**

Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2007-01-25
CID:	76
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2007-01-26
Spill Record Last Update:	2007-03-01
Spiller Name:	BILLY SMITH
Spiller Company:	ROBISON OIL COMPANY
Spiller Address:	500 EXECUTIVE BLVD
Spiller County:	001
Spiller Contact:	WALTER BROOKER
Spiller Phone:	(914) 699-1834
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	326163
DEC Memo:	""
Remarks:	"CALLER REPORTS SPILL DUE TO OVERFILL ONTO CONCRETE FLOOR. SPILL IN PROCESS OF CLEANUP."

All Materials:

Site ID:	376570
Operable Unit ID:	1134143
Operable Unit:	01
Material ID:	2124002
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

95
NW
1/8-1/4
0.230 mi.
1215 ft.

CORNACHIO - TTF
146 VISTA PLACE
MOUNT VERNON, NY

NY LTANKS **S118263524**
N/A

Relative:
Higher

Actual:
150 ft.

LTANKS:

Name:	CORNACHIO - TTF
Address:	146 VISTA PLACE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1507112 / 2017-04-10
Facility ID:	1507112
Site ID:	514570
Spill Date:	2015-10-06

CORNACHIO - TTF (Continued) **S118263524**

Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	D4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2015-10-06
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2015-10-06
Spill Record Last Update:	2017-04-10
Spiller Name:	Cornachio
Spiller Company:	Estate Sale
Spiller Address:	146 VISTA PLACE
Spiller County:	999
Spiller Contact:	Cornachio
Spiller Phone:	(914) 253-6533
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	469034
DEC Memo:	"10-6-15 Spoke with Kathy. Tank failed popping and bubbling. This is a real estate transaction (Estate). Both real estate brokers were on site for testing. Cornachio is attorney for estate. Unsure of their next move at this time. jm 05/02/16 Prospective buyer called for an update regarding the status of the cleanup. Advised him that DEC has not received a closure report. He said he think NE Env is doing the work so he will call them to see if they can give him a status report. Emailed Dwayne Monaco for a status report. TG 05/02/16 Progress report received from Dan Yonker of Phoenix Consulting. See email in DecDocs. TG 03/21/17 Phoenix Consulting submitted an addendum to the tank removal report. A recovery well was installed and Enhanced Fluid Recovery (EFR) events were performed until the residual NAPL was removed. Report in DecDocs. NFA. TG"
Remarks:	"550 gal ust"

All Materials:

Site ID:	514570
Operable Unit ID:	1263760
Operable Unit:	01
Material ID:	2267504
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

W96 NNE 1/8-1/4 0.230 mi. 1217 ft. | **THIRD STREET FIREHOUSE**
50 WEST THIRD STREET
MOUNT VERNON, NY 10550 | **NY UST** | **U004334128**
N/A

Site 8 of 9 in cluster W

Relative: Lower
Actual: 136 ft.

NY UST:
No Details: No Details

W97 NNE 1/8-1/4 0.230 mi. 1217 ft. | **3RD ST. FIRE HOUSE**
50 WEST 3RD STREET
MOUNT VERNON, NY | **NY LTANKS** | **S102659924**
N/A

Site 9 of 9 in cluster W

Relative: Lower
Actual: 136 ft.

LTANKS:

Name:	3RD ST. FIRE HOUSE
Address:	50 WEST 3RD STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9303089 / 1993-07-16
Facility ID:	9303089
Site ID:	110555
Spill Date:	1993-06-08
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	1993-07-16
SWIS:	6008
Investigator:	WXWADSWO
Referred To:	Not reported
Reported to Dept:	1993-06-08
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1993-06-10
Spill Record Last Update:	1998-12-30
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	96815
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WADSWORTH 09/27/95: This is additional information about material spilled from the translation of the old spill file: TANK TEST."
Remarks:	"TWO TANKS PETRO-TITE GROSS"

All TTF:

Facility ID:	9303089
Spill Number:	9303089

3RD ST. FIRE HOUSE (Continued) **S102659924**

Spill Tank Test:	1541639
Site ID:	110555
Tank Number:	Not reported
Tank Size:	0
Material:	0066A
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	110555
Operable Unit ID:	981301
Operable Unit:	01
Material ID:	400180
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Oxygenate:	Not reported

98
East
1/8-1/4
0.240 mi.
1267 ft.

MT VERNON BOYS AND GIRLS CLUB
350 SOUTH 6TH AVE
MOUNT VERNON, NY

NY LTANKS **S106000005**
NY Spills **N/A**

Relative:
Lower

Actual:
124 ft.

LTANKS:

Name:	BOYS AND GIRLS CLUB
Address:	350 SOUTH 6TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0306680 / 2006-11-13
Facility ID:	0306680
Site ID:	327000
Spill Date:	2003-09-24
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JBODee
Referred To:	Not reported
Reported to Dept:	2003-09-24
CID:	199
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported

MT VERNON BOYS AND GIRLS CLUB (Continued) **S106000005**

Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-09-24
Spill Record Last Update:	2006-11-13
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	LOWES MOORE
Spiller Phone:	(914) 668-9580
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	263252
DEC Memo:	"Tank permanently removed. Also see spill 05-09619. NFA jod"
Remarks:	"LOCATION IS BOYS AND GIRLS CLUB OF MT VERNON - RECOMMEND UNCOVER AND RETEST"

All TTF:

Facility ID:	0306680
Spill Number:	0306680
Spill Tank Test:	1528702
Site ID:	327000
Tank Number:	1
Tank Size:	3000
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	327000
Operable Unit ID:	875429
Operable Unit:	01
Material ID:	503870
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Name:	BOYS AND GIRLS CLUB
Address:	350 SOUTH 6TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0509619 / 2006-11-13

MT VERNON BOYS AND GIRLS CLUB (Continued) **S106000005**

Facility ID:	0509619
Site ID:	355425
Spill Date:	2005-11-10
Spill Cause:	Tank Failure
Spill Source:	Commercial/Industrial
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JBODee
Referred To:	WCDOH
Reported to Dept:	2005-11-10
CID:	409
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2005-11-10
Spill Record Last Update:	2006-11-13
Spiller Name:	LOWES MOORE
Spiller Company:	BOYS AND GIRLS CLUB
Spiller Address:	350 6TH AVE
Spiller County:	001
Spiller Contact:	LOWES MOORE
Spiller Phone:	(914) 668-9580
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	263252
DEC Memo:	"11/10/05 V. McCabe called Boys and Girls Club. Spoke with Lowes. Ongoing removal of 2K UST. Noted C. Tor/WCHD as lead agency. Built in 1957, likely original UST. Tank permanently removed. NFA jod"
Remarks:	"LEAKING TNAK AND CLEAN UP IS IN PROCESS."

All Materials:

Site ID:	355425
Operable Unit ID:	1112785
Operable Unit:	01
Material ID:	2102828
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	.00
Oxygenate:	Not reported

SPILLS:

Name:	MT VERNON BOYS AND GIRLS CLUB
Address:	350 SOUTH 6TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1010314 / 2011-01-03
Facility ID:	1010314
Facility Type:	ER

MT VERNON BOYS AND GIRLS CLUB (Continued) **S106000005**

DER Facility ID:	263252
Site ID:	443914
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C3
SWIS:	6008
Spill Date:	2011-01-03
Investigator:	VPMCCABE
Referred To:	Not reported
Reported to Dept:	2011-01-03
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2011-01-03
Spill Record Last Update:	2011-01-03
Spiller Name:	ROBERT CIRCILLO
Spiller Company:	MT VERNON BOYS AND GIRLS CLUB
Spiller Address:	350 SOUTH 6TH AVE
Spiller Company:	999
Contact Name:	ROBERT CIRCILLO
DEC Memo:	"1-3-11: V.Mc. to Robert/Wilco: Service call found leak from a bad pump seal at furnace. Repairs under way and clean up done, all work to be finished today. NFA."
Remarks:	"Caller reporting a spill of 3-5 gallons of #2 fuel oil to concrete basement. Clean up is pending."

All Materials:

Site ID:	443914
Operable Unit ID:	1194359
Operable Unit:	01
Material ID:	2190136
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

X99 **MOUNT VERNON CITY OF** **RCRA-VSQG** **1007449217**
NE **250 S 6TH AVE** **NY MANIFEST** **NYR000126326**
1/8-1/4 **MOUNT VERNON, NY 10550**
0.242 mi.
1279 ft. **Site 1 of 4 in cluster X**

Relative:
Higher

Actual:
142 ft.

RCRA-VSQG:

Date Form Received by Agency:		20070101
Handler Name:	MOUNT VERNON CITY OF	
Handler Address:		250 S 6TH AVE

MOUNT VERNON CITY OF (Continued) **1007449217**

Handler City,State,Zip:	MOUNT VERNON, NY 10550
EPA ID:	NYR000126326
Contact Name:	MIKE ALGERI
Contact Address:	S 6TH AVE
Contact City,State,Zip:	MOUNT VERNON, NY 10550
Contact Telephone:	914-906-8456
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	Not reported
EPA Region:	02
Land Type:	Municipal
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Handler Activities
State District Owner:	NY
State District:	NYSDEC R3
Mailing Address:	S 6TH AVE
Mailing City,State,Zip:	MOUNT VERNON, NY 10550
Owner Name:	CITY OF MOUNT VERNON
Owner Type:	Municipal
Operator Name:	CITY OF MOUNT VERNON
Operator Type:	Municipal
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No

MOUNT VERNON CITY OF (Continued) **1007449217**

TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	CITY OF MOUNT VERNON
Legal Status:	Municipal
Date Became Current:	19900701
Date Ended Current:	Not reported
Owner/Operator Address:	250 S 6TH AVE
Owner/Operator City,State,Zip:	MOUNT VERNON, NY 10550
Owner/Operator Telephone:	914-906-8456
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	CITY OF MOUNT VERNON
Legal Status:	Municipal
Date Became Current:	19900701
Date Ended Current:	Not reported
Owner/Operator Address:	250 S 6TH AVE
Owner/Operator City,State,Zip:	MOUNT VERNON, NY 10550
Owner/Operator Telephone:	914-906-8456
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	CITY OF MOUNT VERNON
Legal Status:	Municipal

MOUNT VERNON CITY OF (Continued) **1007449217**

Date Became Current:	19900701
Date Ended Current:	Not reported
Owner/Operator Address:	250 S 6TH AVE
Owner/Operator City,State,Zip:	MOUNT VERNON, NY 10550
Owner/Operator Telephone:	914-906-8456
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	CITY OF MOUNT VERNON
Legal Status:	Municipal
Date Became Current:	19900701
Date Ended Current:	Not reported
Owner/Operator Address:	250 S 6TH AVE
Owner/Operator City,State,Zip:	MOUNT VERNON, NY 10550
Owner/Operator Telephone:	914-906-8456
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20060101
Handler Name: MOUNT VERNON CITY OF	
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20070101
Handler Name: MOUNT VERNON CITY OF	
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20040804
Handler Name: MOUNT VERNON CITY OF	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No

MOUNT VERNON CITY OF (Continued) **1007449217**

Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 92119
NAICS Description: OTHER GENERAL GOVERNMENT SUPPORT

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

NY MANIFEST:
Name: CITY OF MOUNT VERNON
Address: 250 S 6TH AVE
City,State,Zip: MOUNT VERNON, NY 10550
Country: USA
EPA ID: NYR000126326
Facility Status: Not reported
Location Address 1: 250 S 6TH AVE
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: MOUNT VERNON
Location State: NY
Location Zip: 10550
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYR000126326
Mailing Name: CITY OF MOUNT VERNON
Mailing Contact: N/S
Mailing Address 1: 250 S 6TH AVE
Mailing Address 2: Not reported
Mailing City: MOUNT VERNON
Mailing State: NY
Mailing Zip: 10550
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 9149068456

NY MANIFEST:
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2018
Trans1 State ID: NYR000023766
Trans2 State ID: Not reported
Generator Ship Date: 04/20/2016
Trans1 Recv Date: 04/20/2016
Trans2 Recv Date: Not reported
TSD Site Recv Date: 04/20/2016

MOUNT VERNON CITY OF (Continued) **1007449217**

Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYR000126326
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	CTD002593887
TSDF ID 2:	Not reported
Manifest Tracking Number:	014538752JJK
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H135
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	3000
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D001
Waste Code 1_2:	D018
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

X100 **DOLES CENTER** **NY LTANKS** **U003645863**
NE **250 SOUTH 6TH AVE** **N/A**
1/8-1/4 **MOUNT VERNON, NY**
0.242 mi.
1279 ft. **Site 2 of 4 in cluster X**

Relative:
Higher

Actual:
142 ft.

LTANKS:

Name:	DOLES CENTER
Address:	250 SOUTH 6TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0102469 / 2003-02-03
Facility ID:	0102469
Site ID:	170566
Spill Date:	2001-05-26
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008

DOLES CENTER (Continued) **U003645863**

Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2001-06-05
CID:	396
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2001-06-05
Spill Record Last Update:	2003-08-25
Spiller Name:	SAME
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	LUZON ENVIRONMENTAL
Spiller Phone:	(845) 434-7805
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	143528
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE 02/19/03: Letter sent to C of Mt Vernon, DPW, re: Doles Center from K. Magnuson, WCHD, dated 2/3/03. Closure report has been reviewed. Soil sample results are satisfactory. WCHD recommends NFA at this time."
Remarks:	""

All TTF:

Facility ID:	0102469
Spill Number:	0102469
Spill Tank Test:	1526348
Site ID:	170566
Tank Number:	1
Tank Size:	5000
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	170566
Operable Unit ID:	839196
Operable Unit:	01
Material ID:	534583
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum

DOLES CENTER (Continued) **U003645863**

Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

---

101 ESE 1/8-1/4 0.245 mi. 1293 ft. **SPILL NUMBER 0013234 412 SOUTH 6TH AVE MOUNT VERNON, NY** **NY LTANKS** **S104950655 N/A**

Relative: Lower
Actual: 119 ft.

LTANKS:

Name:	SPILL NUMBER 0013234
Address:	412 SOUTH 6TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0013234 / 2001-03-19
Facility ID:	0013234
Site ID:	106041
Spill Date:	2001-03-19
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WXWADSWO
Referred To:	Not reported
Reported to Dept:	2001-03-19
CID:	382
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2001-03-19
Spill Record Last Update:	2001-03-19
Spiller Name:	MR RIOS
Spiller Company:	Not reported
Spiller Address:	412 SOUTH 6TH AVE
Spiller County:	001
Spiller Contact:	MR RIOS
Spiller Phone:	(914) 664-1976
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	93471
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WADSWORTH "
Remarks:	"5 gals on concrete basement floor from tank leak. clean up in progress by robinson oil."

All Materials:

Site ID:	106041
Operable Unit ID:	834726
Operable Unit:	01
Material ID:	552817
Material Code:	0001A

SPILL NUMBER 0013234 (Continued) **S104950655**

Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	5.00
Oxygenate:	Not reported

X102 **GILCHRIST RESIDENCE** **NY LTANKS** **S102674244**
NE **233 SOUTH 6TH AVE.** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.266 mi.
1407 ft. **Site 3 of 4 in cluster X**

Relative:
Higher

Actual:
145 ft.

LTANKS:

Name:	GILCHRIST RESIDENCE
Address:	233 SOUTH 6TH AVE.
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9404307 / 1995-02-13
Facility ID:	9404307
Site ID:	182171
Spill Date:	1994-01-29
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	1995-02-13
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1994-06-28
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Affected Persons
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1994-06-29
Spill Record Last Update:	1995-02-13
Spiller Name:	Not reported
Spiller Company:	COMMUNITY OIL
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	255444
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 02/13/95: SEE SPILL #94-04091. "
Remarks:	"OIL CO. OVERFILLED TANK NEXT DOOR AND OIL RAN ON TO CALLERS PROPERTY F.D. WAS ON SCENE FIRE OCCURED AT SITE CALLER WANTS SPILLER TO PAY FOR DAMAGES FROM FIRE DAVID WEITZ SPOKE WITH CALLER"

All Materials:

Site ID:	182171

GILCHRIST RESIDENCE (Continued) **S102674244**

Operable Unit ID:	998141
Operable Unit:	01
Material ID:	380925
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Name:	GILCHRIST RESIDENCE
Address:	233 SOUTH 6TH AVE.
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9404091 / 1995-11-21
Facility ID:	9404091
Site ID:	316843
Spill Date:	1994-01-29
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	C3
Cleanup Ceased:	1995-11-21
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1994-06-20
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Affected Persons
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1994-06-28
Spill Record Last Update:	1995-11-21
Spiller Name:	Not reported
Spiller Company:	COMMUNITY FUEL CO.
Spiller Address:	225 TECUMSEH AVE.
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	255444
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"OVERFILL AT CHURCH NEXT DOOR AFFECTING RESIDENTS PROPERTY FIRE DEVELOPED AND FINAL BURNED DOWN"

All Materials:

Site ID:	316843
Operable Unit ID:	997929
Operable Unit:	01
Material ID:	384242
Material Code:	0001A

GILCHRIST RESIDENCE (Continued) **S102674244**

Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Oxygenate:	Not reported

X103 **PRIVATE HOME** **NY LTANKS** **S106972337**
NE **245 SOUTH 6TH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.267 mi.
1409 ft. **Site 4 of 4 in cluster X**

Relative:
Higher

Actual:
147 ft.

LTANKS:

Name:	PRIVATE HOME
Address:	245 SOUTH 6TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0505119 / 2012-08-15
Facility ID:	0505119
Site ID:	350079
Spill Date:	2005-07-28
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	UNASSIGNED
Referred To:	Not reported
Reported to Dept:	2005-07-28
CID:	444
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2005-07-28
Spill Record Last Update:	2012-08-15
Spiller Name:	LORETTA
Spiller Company:	PRIVATE HOME
Spiller Address:	245 SOUTH 6TH AVE
Spiller County:	001
Spiller Contact:	LORETTA
Spiller Phone:	(215) 416-4599
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	296518
DEC Memo:	"7/30/10 Homeowner TTF JO'M 8/15/12 Upon Consultation with Albany and the Region all HO TTF's greater then 5 years old and no indications of contamination or problems will be closed. NFA JO'M"
Remarks:	"TANK TIGHTNESS FAILURE:"

All Materials:

Site ID:	350079
Operable Unit ID:	1107660

PRIVATE HOME (Continued) **S106972337**

Operable Unit:	01
Material ID:	2097548
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	.00
Oxygenate:	Not reported

---

104 South 1/4-1/2 0.269 mi. 1422 ft. **SPILL NUMBER 0201841** **NY LTANKS** **S105995906**
4222 MONTICELLO AVE **N/A**
BRONX, NY

Relative: Lower
Actual: 126 ft.

LTANKS:

Name:	SPILL NUMBER 0201841
Address:	4222 MONTICELLO AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0201841 / 2003-12-15
Facility ID:	0201841
Site ID:	207688
Spill Date:	2001-11-24
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	MXTIPPLE
Referred To:	Not reported
Reported to Dept:	2002-05-20
CID:	322
Water Affected:	Not reported
Spill Notifier:	Affected Persons
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2002-05-20
Spill Record Last Update:	2003-12-15
Spiller Name:	Not reported
Spiller Company:	BELANN FUEL OIL COMPANY
Spiller Address:	990 MCLEAN AVE
Spiller County:	001
Spiller Contact:	ANN MARIE MORRISON
Spiller Phone:	(718) 324-6904
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	172335
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIPPLE SKIP COSTELLO TO CLEAN THURS. 5/24 12/15/03 spill cleaned///nfa"
Remarks:	"tank was overfilled - spill occurred around the fill pipe, across a cement patio and into a grass area - oil company did minor clean up

SPILL NUMBER 0201841 (Continued) **S105995906**

but now with the nicer weather you can see the damaged area "

All Materials:

Site ID:	207688
Operable Unit ID:	852810
Operable Unit:	01
Material ID:	523257
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

---

105 SSW 1/4-1/2 0.273 mi. 1443 ft. | **APARTMENTS 2066 PITMAN AV BRONX, NY** | **NY LTANKS** | **S102960153 N/A**

Relative: Lower

Actual: 97 ft.

LTANKS:

Name:	APARTMENTS
Address:	2066 PITMAN AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9710334 / 1997-12-09
Facility ID:	9710334
Site ID:	169859
Spill Date:	1997-12-09
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	SMMARTIN
Referred To:	Not reported
Reported to Dept:	1997-12-09
CID:	365
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1997-12-09
Spill Record Last Update:	1997-12-15
Spiller Name:	Not reported
Spiller Company:	APARTMENTS
Spiller Address:	2066 PITMAN AV
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	142933

APARTMENTS (Continued) **S102960153**

DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MARTINKAT HOLE ON TAP OF TANK. (SMALL TANK)"
Remarks: "HOLE IN THE TANK THATS IN THE BASEMENT OF APARTMENT BUILDING - DRIVER PUT SOME STUFF DOWN & A CLEAN UP CREW IS ENROUTE"

All Materials:

Site ID:	169859
Operable Unit ID:	1053370
Operable Unit:	01
Material ID:	328640
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

---

106 East 1/4-1/2 0.275 mi. 1453 ft. | **PRIVATE RSIDENCE 337 SOUTH 6TH AVE MOUNT VERNON, NY** | **NY LTANKS** | **S106472148 N/A**

Relative: Lower
Actual: 127 ft.

LTANKS:

Name:	PRIVATE RSIDENCE
Address:	337 SOUTH 6TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0404255 / 2004-07-21
Facility ID:	0404255
Site ID:	93235
Spill Date:	2004-07-21
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	dxtraver
Referred To:	Not reported
Reported to Dept:	2004-07-21
CID:	444
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2004-07-21
Spill Record Last Update:	2004-08-24
Spiller Name:	ED ALLEN
Spiller Company:	ROBISON OIL
Spiller Address:	500 EXECUTIVE BLVD
Spiller County:	001
Spiller Contact:	ED ALLEN
Spiller Phone:	(914) 345-5700

PRIVATE RSIDENCE (Continued) **S106472148**

Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 83611
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was TRAVER "
Remarks: "IN PROCESS OF BEING CLEANED UP: "

All Materials:
Site ID: 93235
Operable Unit ID: 887142
Operable Unit: 01
Material ID: 488261
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 3.00
Units: G
Recovered: .00
Oxygenate: Not reported

Y107 **SPILL NUMBER 0207081** **NY LTANKS** **S105996980**
NNW **56 SOUTH 11TH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.278 mi.
1466 ft. **Site 1 of 2 in cluster Y**

Relative:
Lower
Actual:
135 ft.

LTANKS:
Name: SPILL NUMBER 0207081
Address: 56 SOUTH 11TH AVE
City,State,Zip: MOUNT VERNON, NY
Spill Number/Closed Date: 0207081 / 2002-10-09
Facility ID: 0207081
Site ID: 79672
Spill Date: 2002-10-09
Spill Cause: Tank Overfill
Spill Source: Private Dwelling
Spill Class: C3
Cleanup Ceased: Not reported
SWIS: 6000
Investigator: rxamato
Referred To: Not reported
Reported to Dept: 2002-10-09
CID: 270
Water Affected: Not reported
Spill Notifier: Affected Persons
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: True
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 2002-10-09
Spill Record Last Update: 2002-11-21
Spiller Name: CALLER
Spiller Company: CASTLE OIL
Spiller Address: 290 LOCUST AVE
Spiller County: 001

SPILL NUMBER 0207081 (Continued) **S105996980**

Spiller Contact:	LORNA WILLIAMS
Spiller Phone:	(718) 405-7579
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	73943
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was SMITH 10/09/02: OVERFILL SPILLED TO ALLEYWAY(CONCRETE) ALONGSIDE RESIDENT'S HOME. SPEEDI-DRY APPLIED AND WILL BE CLEANUP TODAY. NFA REQUIRED AT THIS TIME."
Remarks:	"driver overfilled tank causing spill. all cleaned up"

All Materials:

Site ID:	79672
Operable Unit ID:	858809
Operable Unit:	01
Material ID:	517669
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	10.00
Oxygenate:	Not reported

Z108 **PVT DWELLING** **NY LTANKS** **S110762282**
NNW **58 SOUTH 13TH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.282 mi.
1487 ft. **Site 1 of 2 in cluster Z**

Relative:
Higher

Actual:
142 ft.

LTANKS:

Name:	PVT DWELLING
Address:	58 SOUTH 13TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1010899 / 2011-03-03
Facility ID:	1010899
Site ID:	444517
Spill Date:	2011-01-25
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2011-01-25
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2011-01-25
Spill Record Last Update:	2011-03-03

PVT DWELLING (Continued) **S110762282**

Spiller Name:	Not reported
Spiller Company:	PVT DWELLING
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	MIKE MORILLO
Spiller Phone:	(914) 713-3269
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	399410
DEC Memo:	"1-25-11 Spoke with Kathy. This is a bank owned foreclosure abandoned home. US Tank is working for potential buyer. Mike is the broker. They are supposed to be uncovering top of tank. jm 3/3/2011: Tank passed a retest after piping was repaired. Report will be entered into eDocs. Based upon the information provided, no further action is required at this time. jod"
Remarks:	"550gal ust"

All Materials:

Site ID:	444517
Operable Unit ID:	1194963
Operable Unit:	01
Material ID:	2190890
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

109
NNE
1/4-1/2
0.282 mi.
1490 ft.

THORTON HOME
114 SOUTH 7TH AVE
MOUNT VERNON, NY

NY LTANKS **S106972036**
N/A

Relative:
Lower

Actual:
139 ft.

LTANKS:

Name:	THORTON HOME
Address:	114 SOUTH 7TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0503170 / 2005-06-15
Facility ID:	0503170
Site ID:	347725
Spill Date:	2005-06-15
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	DXTRAVER
Referred To:	Not reported
Reported to Dept:	2005-06-15
CID:	444
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported

THORTON HOME (Continued) **S106972036**

Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2005-06-15
Spill Record Last Update:	2005-06-21
Spiller Name:	MR JAMES THORNTON
Spiller Company:	THORTON HOME
Spiller Address:	114 SOUTH 7TH AVE
Spiller County:	001
Spiller Contact:	MR JAMES THORNTON
Spiller Phone:	(914) 667-7078
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	294059
DEC Memo:	""
Remarks:	"OIL LINE LEAKED ON TANK: AND I N PROCESS OF CLEANING UP"

All Materials:

Site ID:	347725
Operable Unit ID:	1105407
Operable Unit:	01
Material ID:	1521230
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	2.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AA110 **SPILL NUMBER 0000154** **NY LTANKS** **S104620971**
SSW **4334 DEREIMER AVE** **N/A**
1/4-1/2 **BRONX, NY**
0.282 mi.
1490 ft. **Site 1 of 2 in cluster AA**

Relative:
Lower

Actual:
100 ft.

LTANKS:

Name:	SPILL NUMBER 0000154
Address:	4334 DEREIMER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0000154 / 2000-05-18
Facility ID:	0000154
Site ID:	288783
Spill Date:	2000-04-04
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	SACCACIO
Referred To:	Not reported
Reported to Dept:	2000-04-04
CID:	281
Water Affected:	Not reported
Spill Notifier:	Other

SPILL NUMBER 0000154 (Continued) **S104620971**

Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2000-04-04
Spill Record Last Update:	2003-02-26
Spiller Name:	SAME
Spiller Company:	RUPPERT ANDERSON
Spiller Address:	4334 DEREIMER AVE
Spiller County:	001
Spiller Contact:	RUPPERT ANDERSON
Spiller Phone:	(718) 994-9189
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	233911
DEC Memo:	""
Remarks:	"TANK FALURE AT ABOVE LOCATION. OIL COMPANY ON SCENE. LEAK HAS BEEN CONTAINED AND UNKNOWN COMPANY RESPONDING FOR CLEANUP."

All Materials:

Site ID:	288783
Operable Unit ID:	821865
Operable Unit:	01
Material ID:	288418
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

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111 East 1/4-1/2 0.290 mi. 1532 ft. | **SEABOARD OIL CO.**
360 SOUTH 5TH AVE
MOUNT VERNON, NY | **NY LTANKS** | **S104514286**
N/A

Relative: Lower

Actual: 127 ft.

LTANKS:

Name:	SEABOARD OIL CO.
Address:	360 SOUTH 5TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8709129 / 1988-01-29
Facility ID:	8709129
Site ID:	287670
Spill Date:	1988-01-26
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	Not reported
Cleanup Ceased:	1988-01-29
SWIS:	6000
Investigator:	dxtraver
Referred To:	Not reported
Reported to Dept:	1988-01-26
CID:	Not reported

SEABOARD OIL CO. (Continued) **S104514286**

Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	1988-01-29
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1988-01-29
Spill Record Last Update:	1988-04-04
Spiller Name:	Not reported
Spiller Company:	FRANK PRINCIPIO
Spiller Address:	WHALECO
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	233047
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TRAVER / / : SPILLER CLEANED UP. NFA. 01/26/88: AS PER MR HACKER,SITE; MR PRINICIPIO; & MR AUGUSTA,NEPCCO: MR H. VERY LITTLE,DROPS,SPILLED. ALREADY CLEANED UP. MR P.OVERFILL RAN DOWN DRIVEWAY INTO STORM DRAIN,EST 10 GAL. MR P. CONFIRMED CLEANUP.NFA. "
Remarks:	"TANK OVERFLOWED ON 500 GAL ORDER BY CUSTOMER FOR 550 GAL TANK. SORBENT BEING USED. NEPC CALLED BY WHALECO. ANGELO AUGUSTA,NEPC,(202-366-9699"

All Materials:

Site ID:	287670
Operable Unit ID:	914222
Operable Unit:	01
Material ID:	559613
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	40.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

112
NNW
1/4-1/2
0.291 mi.
1537 ft.

RESIDENCE
52 SOUTH 12TH AVE
MOUNT VERNON, NY

NY LTANKS **S106124452**
N/A

Relative:
Lower

Actual:
135 ft.

LTANKS:

Name:	RESIDENCE
Address:	52 SOUTH 12TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0310256 / 2004-04-20
Facility ID:	0310256
Site ID:	255380
Spill Date:	2003-12-03
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling

RESIDENCE (Continued) **S106124452**

Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	2003-12-03
CID:	444
Water Affected:	Not reported
Spill Notifier:	Citizen
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-12-09
Spill Record Last Update:	2004-04-20
Spiller Name:	VERONICA DANIELS
Spiller Company:	COMMUNITY OIL
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	MELODY HURD
Spiller Phone:	(646) 533-7098
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	209182
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 12/18/03 Property was inspected and the clenaup has not been completed. Community oil was contacted and told that cleanup needed to be completed tomarrow (12-19-03). TG Cleanup performed by Tri State Environmental. TG"
Remarks:	"nieghbor states that when oil company comes to fill tank they spill all over her ground, and gets into our flower beds, second time this has happened. "

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113 North 1/4-1/2 0.292 mi. 1542 ft.

DAYCARE/SCHOOL
103 WEST 2ND STREET
MOUNT VERNON, NY

NY LTANKS **S111160005**
N/A

Relative: Higher

Actual: 147 ft.

LTANKS:

Name:	DAYCARE/SCHOOL
Address:	103 WEST 2ND STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1104468 / 2011-10-12
Facility ID:	1104468
Site ID:	452076
Spill Date:	2011-07-21
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2011-07-21
CID:	Not reported
Water Affected:	Not reported

DAYCARE/SCHOOL (Continued) **S111160005**

Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2011-07-21
Spill Record Last Update:	2011-10-12
Spiller Name:	Not reported
Spiller Company:	TANK TEST FAILURE
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	TOM
Spiller Phone:	(914) 924-8438
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	406671
DEC Memo:	"7/21/11 Appears to be a problem in the piping. A soil sample was also obtained, no readings on PID. Owner would like to convert to nat gas, unsure at this time whether to repair and retest or remove tank...mm 10/12/2011: Closure report from NES entered into eDocs. Based upon information provided, no further action required at this time. jod"
Remarks:	"repair/retest/removal pending"

All Materials:

Site ID:	452076
Operable Unit ID:	1202253
Operable Unit:	01
Material ID:	2198824
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

114
NE
1/4-1/2
0.293 mi.
1546 ft.

ECKERT MTG
230 SOUTH 5TH AVE
MOUNT VERNON, NY

NY LTANKS **U003647121**
N/A

Relative:
Higher

Actual:
147 ft.

LTANKS:

Name:	ECKERT MINI MART
Address:	230 SOUTH 5TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9307056 / 1993-10-26
Facility ID:	9307056
Site ID:	299038
Spill Date:	1993-09-09
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	1993-10-26

ECKERT MTG (Continued) **U003647121**

SWIS:	6008
Investigator:	WXWADSWO
Referred To:	Not reported
Reported to Dept:	1993-09-09
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1993-09-10
Spill Record Last Update:	2003-09-09
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	241930
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WADSWORTH 09/27/95: This is additional information about material spilled from the translation of the old spill file: TANK TEST."
Remarks:	"SYSTEM TEST FAILURE"

All TTF:

Facility ID:	9307056
Spill Number:	9307056
Spill Tank Test:	1541977
Site ID:	299038
Tank Number:	Not reported
Tank Size:	0
Material:	0008
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	299038
Operable Unit ID:	985499
Operable Unit:	01
Material ID:	393335
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00

ECKERT MTG (Continued) **U003647121**

Units:	L
Recovered:	.00
Oxygenate:	Not reported

Name:	ECKERT MTG
Address:	230 SOUTH 5TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9308322 / 2006-04-03
Facility ID:	9308322
Site ID:	299039
Spill Date:	1993-10-08
Spill Cause:	Tank Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1993-10-08
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1993-10-14
Spill Record Last Update:	2006-04-03
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	241930
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 3-16-06 National Environmental Specialists conducted a Geo Probe investigation in the area where the tanks were located and collected soil sample at the top of the water table. No signifcant petroleum contamination was found. NFA TG "
Remarks:	"DISCOVERED HOLE IN TANK"

All Materials:

Site ID:	299039
Operable Unit ID:	989860
Operable Unit:	01
Material ID:	394553
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00

ECKERT MTG (Continued) **U003647121**

Oxygenate: Not reported

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115 NW 1/4-1/2 0.298 mi. 1574 ft. **RESIDENCE 254 SOUTH 2ND ST MOUNT VERNON, NY** **NY LTANKS** **S102960555 N/A**

Relative: Higher

Actual: 164 ft.

LTANKS:

Name:	RESIDENCE
Address:	254 SOUTH 2ND ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9711496 / 1998-01-14
Facility ID:	9711496
Site ID:	119122
Spill Date:	1998-01-13
Spill Cause:	Tank Overfill
Spill Source:	Commercial Vehicle
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1998-01-13
CID:	370
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1998-01-13
Spill Record Last Update:	1998-03-05
Spiller Name:	Not reported
Spiller Company:	MYSTIC TRANSPORT
Spiller Address:	1901 STEINWAY ST
Spiller County:	001
Spiller Contact:	ABOVE CALLER
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	103491
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 01/14/98 BARBARA MCDONALD; FUEL TANK OVERFILL; SPILL IN BASEMENT & FRONT YARD THRU VENT PIPE; CLEANED UP & CONTAMINATED MATERIAL DISPOSED OF BY CONTRACTOR; "
Remarks:	"tank overfill spill to basement floor spill contained cleanup in progress"

All Materials:

Site ID:	119122
Operable Unit ID:	1054253
Operable Unit:	01
Material ID:	326150
Material Code:	0001A
Material Name:	#2 fuel oil

RESIDENCE (Continued) **S102960555**

Case No.:	Not reported
Material FA:	Petroleum
Quantity:	20.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AB116 **CECIL PARKER HIGH SCHOOL** **NY LTANKS** **S102673969**
ESE **461 SOUTH 6TH STREET** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.301 mi.
1590 ft. **Site 1 of 2 in cluster AB**

Relative:
Lower

Actual:
112 ft.

LTANKS:

Name:	CECIL PARKER HIGH SCHOOL
Address:	461 SOUTH 6TH STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9212062 / 1993-01-25
Facility ID:	9212062
Site ID:	68906
Spill Date:	1993-01-22
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	C3
Cleanup Ceased:	1993-01-25
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1993-01-22
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-12-02
Spill Record Last Update:	2003-12-02
Spiller Name:	Not reported
Spiller Company:	CASTLE OIL
Spiller Address:	290 LOCUST AVE.
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	65565
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"U/G TANK OVERFILL OUT OF VENT PIPE CLEAN UP CREW ENROUTE FROM CASTLE OIL"

All Materials:

Site ID:	68906
Operable Unit ID:	978913
Operable Unit:	01

CECIL PARKER HIGH SCHOOL (Continued) **S102673969**

Material ID:	405440
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AB117 **PARKER SCHOOL** **NY LTANKS** **U003646111**
ESE **461 SOUTH 6 AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.301 mi.
1590 ft. **Site 2 of 2 in cluster AB**

Relative:
Lower

Actual:
112 ft.

LTANKS:

Name:	PARKER SCHOOL
Address:	461 SOUTH 6 AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8801580 / 1989-01-12
Facility ID:	8801580
Site ID:	302020
Spill Date:	1988-05-20
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	B3
Cleanup Ceased:	1989-01-12
SWIS:	6008
Investigator:	jeokesso
Referred To:	Not reported
Reported to Dept:	1988-05-20
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	1989-01-12
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1988-06-01
Spill Record Last Update:	2003-10-03
Spiller Name:	Not reported
Spiller Company:	MT VERNON BOARD OF ED
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	244037
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was OKESSON "
Remarks:	"TANK PASSED .5 GPH LINE FAILURE 4800 GAL TANK WILL UNCOVER AND REPAIR LINE"

All TTF:

PARKER SCHOOL (Continued) **U003646111**

Facility ID:	8801580
Spill Number:	8801580
Spill Tank Test:	1533944
Site ID:	302020
Tank Number:	Not reported
Tank Size:	0
Material:	0002
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	302020
Operable Unit ID:	917073
Operable Unit:	01
Material ID:	460718
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Z118 **REAL ESTATE TTF** **NY LTANKS** **S112148834**
NNW **47 SOUTH 14TH AVE** **NY Spills** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.312 mi.
1649 ft. **Site 2 of 2 in cluster Z**

Relative:
Higher

Actual:
159 ft.

LTANKS:

Name:	REAL ESTATE TTF
Address:	47 SOUTH 14TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1203664 / 2013-12-02
Facility ID:	1203664
Site ID:	466500
Spill Date:	2012-07-13
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JBODEE
Referred To:	Not reported
Reported to Dept:	2012-07-16
CID:	Not reported
Water Affected:	Not reported

REAL ESTATE TTF (Continued) **S112148834**

Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2012-07-16
Spill Record Last Update:	2013-12-03
Spiller Name:	Not reported
Spiller Company:	OWNER
Spiller Address:	47 SOUTH 14TH AVE
Spiller County:	999
Spiller Contact:	PAUL SCORZELLI
Spiller Phone:	(914) 557-3491
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	420834
DEC Memo:	"7/16/12 - The tank is schedule for removal. KAB 7/25/12: The original spill report erroneaously had Jim Rood listed as the owner of this property and the RP. Jim Rood is the home inspector (Engineer) representing a prospective purchaser. As per Jim: owner - Duetsche Bank Santa Ana California - Local real estate rep is: Sonia Patterson from Heritage Real Estate Services her #'s 914-589-5580 914-667-8996 ext 13 fax# 914-667-7193 jod 12/02/13: Barrier Fuel exposed the top of this UST and discovered a corrosion hole. There was reportedly no contamination found in this location, but a second Spill Number of 1206776 was reported. Barrier stated that additional work would be performed and a closure report would be submitted under the new number. See Spill 1206776, NFA this spill. jos"
Remarks:	"Caller reporting a tank test failure."

All Materials:

Site ID:	466500
Operable Unit ID:	1216490
Operable Unit:	01
Material ID:	2214689
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

SPILLS:

Name:	DRIVEWAY UST
Address:	47 SOUTH 14TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1206776 / 2020-01-03
Facility ID:	1206776
Facility Type:	ER
DER Facility ID:	420834
Site ID:	469788
DEC Region:	3
Spill Cause:	Equipment Failure

REAL ESTATE TTF (Continued) **S112148834**

Spill Class:	B3
SWIS:	6008
Spill Date:	2012-10-09
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2012-10-09
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2012-10-09
Spill Record Last Update:	2020-01-03
Spiller Name:	WAYNE JEFFERS
Spiller Company:	1 WEST BANK
Spiller Address:	47 SOUTH 14TH AVE
Spiller Company:	999
Contact Name:	WAYNE JEFFERS
DEC Memo:	"10/9/12 Property owned by 1 West Bank. Soil samples collected below the tank (550 gal ust) to confirm/deny contamination. Will send in results when they are received...mm 12/03/13: Previously reported TTF Spill is 1203664. That number closed and referred to this case file. Message sent to Barrier Fuel requesting additional information. jod 12/3/2013 3:19:53 PM:: Email message received from Wayne Jeffers Jr at Barrier: John, Barrier Contracting removed the tank and minor contamination. We were hired by Restoration Cleaning and Haulage, Inc, 23705 Linden Blvd, Elmont NY 11003 (Norman, 914-272-0162). Who represented One West Bank. Barrier removed the tank and contamination but was never paid. I was in contact with Sonia who begged me to close the Building Permit and Fire Department Permit so the house could be be sold. Foolishly I did. The house was then sold and I am still trying to collect for Restoration Cleaning and Haulage. I spoke with the new owner and she told me it was not her responibility, I spoke with the new mortgage broker from Wells Fargo and he couldnt help either. The balance is $4407.30. jod 1/13/19: Spill cleanup completed, no report submitted. NFA at this time. jod"
Remarks:	"Hole on the top of the tank. No visible leak. Fire Department made them call the spill in."

All Materials:

Site ID:	469788
Operable Unit ID:	1219680
Operable Unit:	01
Material ID:	2218212
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

AA119 SSW 1/4-1/2 0.312 mi. 1649 ft. | **PRIVATE RESIDENCE 4323 DEREIMER BRONX, NY** | **NY LTANKS** | **S110611346 N/A**

Site 2 of 2 in cluster AA

Relative: Lower

Actual: 101 ft.

LTANKS:

Name:	PRIVATE RESIDENCE
Address:	4323 DEREIMER
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1008083 / Not Reported
Facility ID:	1008083
Site ID:	441552
Spill Date:	2010-11-01
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	Not reported
Cleanup Ceased:	Not reported
SWIS:	2401
Investigator:	vszhune
Referred To:	Not reported
Reported to Dept:	2010-11-01
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	1
Date Entered In Computer:	2010-11-01
Spill Record Last Update:	2016-04-13
Spiller Name:	THELMA JORDON
Spiller Company:	THELMA JORDON
Spiller Address:	4323 DEREIMER
Spiller County:	999
Spiller Contact:	THELMA JORDON
Spiller Phone:	(718) 653-0685
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	396582
DEC Memo:	"11/01/10-Zhune soke to Thelma Jordon 718-653-0685. she said Petro came and found out that the 275-gallons oil tank was dripping from the bottom. Petro will come back to pump out the tank. 11/01/10-Zhune spoke to the guy from Petro at 9:30pm. He said they pumped out the oil to a temporary tank. They will come back to remove the old tank and check if there is soil contaminated underneath the tank. He said it looks the tank is sitting on soil. 4/20/15-Zhune spoke to Michael Natoli from Petro. He said Milro installed two (138-gallons)temporay tanks. As per Michael Milro replaced the tank. 8/31/15-Zhune spoke to Aileen from Milro. She said they installed a new tank in 12/8/10. She need to check in the files if there was oil spill. She also said they lost the files in hurricane Sandy."
Remarks:	"Home owner had a porous tank. There is an unknown amount of contaminated soil. Petro is sending a 3 hour response team to pump out the tank."

All Materials:

Site ID:	441552
Operable Unit ID:	1192103

PRIVATE RESIDENCE (Continued) **S110611346**

Operable Unit:	01
Material ID:	2187328
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

AC120 **MACADONIA TOWERS** **NY LTANKS** **S102233345**
NE **150 SOUTH 5TH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.313 mi.
1654 ft. **Site 1 of 3 in cluster AC**

Relative:
Higher

Actual:
141 ft.

LTANKS:

Name:	MASADONIA TOWERS
Address:	150 SOUTH 5TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9508965 / 1996-01-03
Facility ID:	9508965
Site ID:	73041
Spill Date:	1995-10-20
Spill Cause:	Tank Failure
Spill Source:	Unknown
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1995-10-20
CID:	252
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1995-10-20
Spill Record Last Update:	1998-12-24
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	BOB PEPE
Spiller Phone:	(914) 636-6381
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	68820
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY Dispatch center error resulted in this spill being transmitted to Region 4. Bob Corcoran 01/03/96 FINALLY RECEIVED PASSING TEST RESULTS BUT NO PBS REGISTRATION "
Remarks:	"TANK FAILED ON A PIPE BUBBLE FROM THE PETROMETER LINE "

MACADONIA TOWERS (Continued) **S102233345**

All Materials:

Site ID:	73041
Operable Unit ID:	1023303
Operable Unit:	01
Material ID:	359931
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Name:	MACADONIA TOWERS
Address:	150 SOUTH 5TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9510850 / 2004-02-20
Facility ID:	9510850
Site ID:	73042
Spill Date:	1995-11-28
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	D5
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1995-11-28
CID:	196
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1995-11-28
Spill Record Last Update:	2004-02-20
Spiller Name:	SUSAN JAIN
Spiller Company:	MACADONIA TOWERS
Spiller Address:	150 SOUTH 5TH AVE
Spiller County:	001
Spiller Contact:	SUSAN JAIN
Spiller Phone:	(914) 664-1018
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	68820
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 11/30/95 SECOND TANK TEST FAILURE THIS ALREADY HAS A SPILL # 9508965 ? See 95-08965."
Remarks:	""

All TTF:

Facility ID:	9510850
Spill Number:	9510850

MACADONIA TOWERS (Continued) **S102233345**

Spill Tank Test:	1544281
Site ID:	73042
Tank Number:	1
Tank Size:	20000
Material:	Not reported
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	01
Test Method 2:	Petro-Tite/Petro Comp
Leak Rate:	-.37
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

AC121 **MACEDONIA TOWERS** **NY LTANKS** **S112148800**
NE **150 SOUTH 5 AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.313 mi.
1654 ft. **Site 2 of 3 in cluster AC**

Relative:
Higher

Actual:
141 ft.

LTANKS:

Name:	MACEDONIA TOWERS
Address:	150 SOUTH 5 AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1202645 / 2012-07-27
Facility ID:	1202645
Site ID:	465418
Spill Date:	2012-06-15
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jbodee
Referred To:	WCHD- PBS SITE
Reported to Dept:	2012-06-18
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2012-06-18
Spill Record Last Update:	2012-07-27
Spiller Name:	TONY NESTER
Spiller Company:	MACEDONIA TOWERS
Spiller Address:	150 SOUTH 5 AVE
Spiller County:	999
Spiller Contact:	KEN RONK
Spiller Phone:	8455649555
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	419787

MACEDONIA TOWERS (Continued) **S112148800**

DEC Memo: "WCC Tank plans to uncover, isolate and retest tank. Tank is internally lined already. PBS No. 3-600889; WCHD regulated site. DT 7/27/12: Update received from WCDOH: >>> Schneider, Wayne >wts1@westchestergov.com> 7/23/2012 9:21 AM >>> 1202645: 150 south 5th ave, Mt Vernon- ttf 6/15. Retest passed after isolating abandoned remote fill. *Based upon the information received, DEC requires no further action at this time. jod "

Remarks: "TTF"

All TTF:

Facility ID:	1202645
Spill Number:	1202645
Spill Tank Test:	2492101
Site ID:	465418
Tank Number:	Not reported
Tank Size:	20000
Material:	0001
EPA UST:	False
UST:	True
Cause:	00
Source:	00
Test Method:	21
Test Method 2:	Horner EZY3/EZY3 Locator Plus
Leak Rate:	Not reported
Gross Fail:	Not reported
Modified By:	dxtraver
Last Modified Date:	Not reported

All Materials:

Site ID:	465418
Operable Unit ID:	1215440
Operable Unit:	01
Material ID:	2213567
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

Y122 **RESIDENCE** **NY LTANKS** **S106971703**
NNW **36 SOUTH 11TH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.322 mi.
1701 ft. **Site 2 of 2 in cluster Y**

Relative:
Lower

Actual:
138 ft.

LTANKS:

Name:	RESIDENCE
Address:	36 SOUTH 11TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0409498 / 2004-11-23
Facility ID:	0409498
Site ID:	334327
Spill Date:	2004-11-23
Spill Cause:	Tank Overfill

RESIDENCE (Continued) **S106971703**

Spill Source:	Tank Truck
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	DVWEHRFR
Referred To:	Not reported
Reported to Dept:	2004-11-23
CID:	407
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2004-11-29
Spill Record Last Update:	2005-01-05
Spiller Name:	VERONICA DANIELS
Spiller Company:	COMMUNITY FUEL OIL CO
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	MRS RITLEY
Spiller Phone:	(914) 699-0067
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	269544
DEC Memo:	""
Remarks:	"FD was dispatched and is cleaning up."

All Materials:

Site ID:	334327
Operable Unit ID:	1096466
Operable Unit:	01
Material ID:	576392
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

123
NNW
1/4-1/2
0.323 mi.
1708 ft.

NIOSA RESIDENCE
37 SOUTH 11TH AVE
MOUNT VERNON, NY

NY LTANKS **S110140591**
NY Spills **N/A**

Relative:
Higher

Actual:
147 ft.

LTANKS:

Name:	NIOSA RESIDENCE
Address:	37 SOUTH 11TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0911563 / 2012-09-04
Facility ID:	0911563
Site ID:	424383
Spill Date:	2010-01-28

NIOSA RESIDENCE (Continued) **S110140591**

Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2010-01-28
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2010-01-28
Spill Record Last Update:	2012-09-04
Spiller Name:	Not reported
Spiller Company:	NIOSA
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	(973) 390-6675
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	373325
DEC Memo:	"1-28-10: V.Mc. ^ Ms.Niosa: Left mess. Req. Callbk. 5/14/10: Castlton removed the UST, contamination evident. Second Spill 09-13807 reported. jod 9/4/12: Castlton submitted closure report under Spill 0913807. NFA jod"
Remarks:	"realtor contact for seller is Niosa and phone number (914)980-8483 - cleanup pending"

All Materials:

Site ID:	424383
Operable Unit ID:	1180160
Operable Unit:	01
Material ID:	2174022
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Site ID:	424383
Operable Unit ID:	1180160
Operable Unit:	01
Material ID:	2174021
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G

NIOSA RESIDENCE (Continued) **S110140591**

Recovered: Not reported
Oxygenate: Not reported

SPILLS:

Name:	CT DREAM REALTY
Address:	37 SOUTH 11TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0913807 / 2010-05-26
Facility ID:	0913807
Facility Type:	ER
DER Facility ID:	373325
Site ID:	426779
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	6008
Spill Date:	2010-03-29
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2010-03-29
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2010-03-29
Spill Record Last Update:	2010-05-26
Spiller Name:	Not reported
Spiller Company:	HOMEOWNER
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	JESSE DIGERONIMO
DEC Memo:	"5/14/10: Previous TTF is Spill 0911563. jod 05/24/10 Castlton Environmental report that they removed the tank along with 3.83 tons of impacted soil. Post ex soil sample results below DEC guidance values. NFA TG"
Remarks:	"CONTAMINATED SOIL FOUND UPON REMOVAL OF TANK-CLEANUP PENDING."

All Materials:

Site ID:	426779
Operable Unit ID:	1182451
Operable Unit:	01
Material ID:	2176636
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

124 WNW 1/4-1/2 0.325 mi. 1718 ft. | **SPILL NUMBER 0000353**
773 CRANFORD AV
BRONX, NY | **NY LTANKS** | **S104620985**
N/A

Relative: Higher

Actual: 163 ft.

LTANKS:

Name:	SPILL NUMBER 0000353
Address:	773 CRANFORD AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0000353 / 2000-04-10
Facility ID:	0000353
Site ID:	100967
Spill Date:	2000-04-09
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	JMKRIMGO
Referred To:	Not reported
Reported to Dept:	2000-04-09
CID:	199
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2000-04-09
Spill Record Last Update:	2000-04-10
Spiller Name:	CALLER
Spiller Company:	CASTLE OIL
Spiller Address:	290 LOCUST AVE
Spiller County:	001
Spiller Contact:	RESIDENT
Spiller Phone:	(718) 325-6280
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	89528
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was KRIMGOLD "
Remarks:	"MAKING A DELIVERY TANK WAS OVERFILLED BY 5 GAL - ALL MATERAL CLEANED UP "

All Materials:

Site ID:	100967
Operable Unit ID:	822069
Operable Unit:	01
Material ID:	288603
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	5.00
Oxygenate:	Not reported

125 NW 1/4-1/2 0.327 mi. 1726 ft. | **SPILL NUMBER 0209614**
743 EAST 243RD STREET
BRONX, NY | **NY LTANKS** | **S109583359**
NY Spills | **N/A**

Relative: Higher

Actual: 164 ft.

LTANKS:

Name:	SPILL NUMBER 0209614
Address:	743 EAST 243RD STREET
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0209614 / 2003-11-13
Facility ID:	0209614
Site ID:	269505
Spill Date:	2002-12-19
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	JXZHAO
Referred To:	Not reported
Reported to Dept:	2002-12-19
CID:	195
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2002-12-19
Spill Record Last Update:	2003-11-13
Spiller Name:	CALLER
Spiller Company:	CASTLE OIL CO
Spiller Address:	290 LOCUST AVE
Spiller County:	001
Spiller Contact:	CHARLES MALONE
Spiller Phone:	(718) 579-3480
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	219496
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ZHAO "
Remarks:	"DRIVER MISUNDERSTOOD INSTRUCTIONS AND THOUGHT TANK WAS 550 GAL AND IT WAS ACTUALLY A 275 GAL TANK. OIL WENT ON SIDEWALK AND WAS CLEANED UP THERE. SOME IS STILL ON LAWN AND WILL BE CLEANED UP LATER TODAY."

All Materials:

Site ID:	269505
Operable Unit ID:	862831
Operable Unit:	01
Material ID:	513034
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	10.00
Oxygenate:	Not reported

SPILL NUMBER 0209614 (Continued) **S109583359**

SPILLS:

Name:	SOIL/ DIRT BASEMENT
Address:	743 EAST 243RD ST
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0905011 / 2009-11-23
Facility ID:	0905011
Facility Type:	ER
DER Facility ID:	363643
Site ID:	417251
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C3
SWIS:	0301
Spill Date:	2009-07-30
Investigator:	SFRAHMAN
Referred To:	Not reported
Reported to Dept:	2009-07-30
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2009-07-30
Spill Record Last Update:	2009-11-23
Spiller Name:	Not reported
Spiller Company:	LINE LINDA WAKELY
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	SAME AS ABOVE
DEC Memo:	"7/30/2009 - Sangesland spoke to Nicky at Northeast Environmental. Building is a group home run by Catholic Charities. Leak from a fuel line in the basment. Northeast Environmental started to dig the area out and the problem appears to be quite large. Nicky is asking for a site visit from DEC. Sharif Rahman responded to the site. 07/31/09 inspected the basement dig out. Suction line leaked for unknown period of time. Approx 8’x6’ area,3’ deep excavated.Excavation can’t go further down due to presence of rocks.Norteast Environmental will take end point samples.(sr) 09/10/09 Left a messege for Nicky to follow up on the case,she is handling the case.(sr) 10/23/09 Closure report will be sent shortly, as per Nickey.End point sample was taken.(sr) 11/23/09 Reviewing closure report.NorthEast mobilized to the site for the remediation of a petroleum release stemming from a leaking fuel line associated with a 275 gal AST.The concrete floor and the petroleum contaminated soils beneath were hand excavated, field screened with a PID meter for VOCs and transported to Clean Earth for disposal.End point samples were taken from each sidewall and base of the excavation.No elevated VOCs detected in the samples.Report in edocs.Case closed.(sr)"
Remarks:	"fuel line at group home broke causing #2 fuel oil to spill onto soil. Clean up is being doen at this time. Unk amount."

All Materials:

SPILL NUMBER 0209614 (Continued) **S109583359**

Site ID:	417251
Operable Unit ID:	1173479
Operable Unit:	01
Material ID:	2165406
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

Name:	CATHOLIC GUARDIAN SOCIETY
Address:	743 EAST 243RD ST
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0902463 / 2021-08-17
Facility ID:	0902463
Facility Type:	ER
DER Facility ID:	363643
Site ID:	414505
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2009-06-01
Investigator:	RMPIPER
Referred To:	Not reported
Reported to Dept:	2009-06-01
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2009-06-01
Spill Record Last Update:	2021-08-17
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	MILLIE LOPEZ
DEC Memo:	"Piper responded to the site. Under ground line leaking. Repairs will be made and soil dugout. 9/22/2011- Info request sent. 8/17/21- DEC Piper reviewed case file and discussed with DEC Austin. Based on age, non regulated tank, minor threat to env, this spill is administratively closed. If need arises, spill can be reopened."
Remarks:	"CALLER STATES THAT THERE MAY BE A LEAKING SUCTION LINE, THEY DELIVERED ON THE 23RD OF MAY AND THERE IS NOW A QUARTER TANK OF OIL. UNK IF THERE IS A LEAK, NO ODORS OR VISIBLE PRODUCT."

All Materials:

Site ID:	414505

SPILL NUMBER 0209614 (Continued) **S109583359**

Operable Unit ID:	1170890
Operable Unit:	01
Material ID:	2162673
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

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126 NNW 1/4-1/2 0.332 mi. 1752 ft. **WEBB RESID** **NY LTANKS** **S106703404**
33 SOUTH 12 AVE **N/A**
MOUNT VERNON, NY

Relative: Lower
Actual: 135 ft.

LTANKS:

Name:	WEBB RESID
Address:	33 SOUTH 12 AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8909241 / 1989-12-21
Facility ID:	8909241
Site ID:	299962
Spill Date:	1989-12-20
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	C4
Cleanup Ceased:	1989-12-21
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1989-12-20
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1989-12-22
Spill Record Last Update:	2003-10-03
Spiller Name:	Not reported
Spiller Company:	ROBISON OIL
Spiller Address:	RIVER RD
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	242663
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"EMERGENCY ENVIR ON SCENE & CLEANING UP SPILL CLEANED 12/21/89 11:04"

WEBB RESID (Continued) **S106703404**

All Materials:

Site ID:	299962
Operable Unit ID:	936422
Operable Unit:	01
Material ID:	442413
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AD127 **THORNTON SCHOOL** **NY LTANKS** **S106124277**
NNE **121 SOUTH 6TH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.334 mi.
1761 ft. **Site 1 of 3 in cluster AD**

Relative:
Lower

Actual:
131 ft.

LTANKS:

Name:	THORNTON SCHOOL
Address:	121 SOUTH 6TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0308053 / 2004-02-17
Facility ID:	0308053
Site ID:	213038
Spill Date:	2003-10-30
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WCHD
Referred To:	Westchester Cnty Health Dept
Reported to Dept:	2003-10-30
CID:	205
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-10-30
Spill Record Last Update:	2004-03-10
Spiller Name:	JIM PARABELLA
Spiller Company:	THORNTON SCHOOL
Spiller Address:	121 SOUTH 6TH AVE
Spiller County:	001
Spiller Contact:	CALLER
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	176490
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was

THORNTON SCHOOL (Continued) **S106124277**

Remarks: WCHD-JACKSON 02/17/04 TANK PASSED RETEST 12-9-03. CLOSED BY DANIELLE JACKSON OF WESTCHESTER COUNTY HEALTH DEPARTMENT." ""

All TTF:

Facility ID:	0308053
Spill Number:	0308053
Spill Tank Test:	1528777
Site ID:	213038
Tank Number:	1
Tank Size:	10000
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	213038
Operable Unit ID:	874375
Operable Unit:	01
Material ID:	501571
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AD128 **THORNTON SCHOOL** **NY LTANKS** **S103824689**
NNE **121 SOUTH 6TH AVE AND 2ND** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.334 mi.
1761 ft. **Site 2 of 3 in cluster AD**

Relative:
Lower

Actual:
131 ft.

LTANKS:

Name:	THORNTON SCHOOL
Address:	121 SOUTH 6TH AVE AND 2ND
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9813262 / 2004-04-30
Facility ID:	9813262
Site ID:	307872
Spill Date:	1999-01-28
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WCHD

THORNTON SCHOOL (Continued) **S103824689**

Referred To:	Westchester Cnty Health Dept
Reported to Dept:	1999-01-28
CID:	199
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1999-01-28
Spill Record Last Update:	2004-04-30
Spiller Name:	Not reported
Spiller Company:	Mt Vernon School District
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	ROBIN COLE
Spiller Phone:	(914) 665-5192
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	248647
DEC Memo:	""
Remarks:	"problem is in the product lines - customer will uncover / isolate/ retest"

All TTF:

Facility ID:	9813262
Spill Number:	9813262
Spill Tank Test:	1546788
Site ID:	307872
Tank Number:	1
Tank Size:	10000
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	20
Test Method 2:	USTest 2000/P/LL plus USTest 2000/U
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	307872
Operable Unit ID:	1070641
Operable Unit:	01
Material ID:	309987
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AC129 **ABANDONED RESIDENCE** **NY LTANKS** **S106702870**
NE **153 SOUTH 5TH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.337 mi.
1777 ft. **Site 3 of 3 in cluster AC**

Relative:
Higher

Actual:
142 ft.

LTANKS:

Name:	ABANDONED RESIDENCE
Address:	153 SOUTH 5TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0407034 / 2006-02-03
Facility ID:	0407034
Site ID:	217345
Spill Date:	2004-09-23
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2004-09-24
CID:	444
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2004-09-24
Spill Record Last Update:	2006-02-28
Spiller Name:	TICO
Spiller Company:	Not reported
Spiller Address:	153 SOUTH 5TH AVE
Spiller County:	001
Spiller Contact:	TICO
Spiller Phone:	(845) 452-1658
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	179938
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was 500 gal. tank removed. Soils stockpiled, samples taken. 02/03/06 UST Removal report submitted by Ecosystem Strategies. Tank removed along with 583.86 tons of impacted soil. NFA TG"
Remarks:	"WHILE DIGGING FOR A PROJECT ENCOUNTERED ATANK AND CONTAMINATION"

All Materials:

Site ID:	217345
Operable Unit ID:	889644
Operable Unit:	01
Material ID:	484877
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	.00
Oxygenate:	Not reported

AE130 NNW 1/4-1/2 0.341 mi. 1798 ft. | **INTARAKANHANG RESIDENCE**
27 SOUTH 13TH AVE
MOUNT VERNON, NY

Site 1 of 2 in cluster AE

NY LTANKS | **S102154290**
N/A

Relative: Lower

Actual: 139 ft.

LTANKS:

Name:	INTARAKANHANG RESIDENCE
Address:	27 SOUTH 13TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9100698 / 1991-06-27
Facility ID:	9100698
Site ID:	244518
Spill Date:	1991-02-20
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	Not reported
Cleanup Ceased:	1953-06-18
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1991-04-17
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1991-04-19
Spill Record Last Update:	1992-02-12
Spiller Name:	Not reported
Spiller Company:	REGENT OIL CO.
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	200850
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 06/27/91: SAME AS 91-00698. "
Remarks:	"SPILLAGE IN BASEMENT WCHD WAS THERE (ARLENE) MUNICIPAL WATER HOME SWITCHED FROM OIL TO GAS SAME AS SPILL # 9012971 L. TAYLOR TO MEET WITH ARLENE"

All Materials:

Site ID:	244518
Operable Unit ID:	954236
Operable Unit:	01
Material ID:	426885
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	20.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AF131 ENE 1/4-1/2 0.342 mi. 1807 ft. | **MILIO APARTMENT BUILDING**
5 WEST FOURTH ST
MOUNT VERNON, NY

Site 1 of 3 in cluster AF

NY LTANKS | **S118953533**
N/A

Relative: Higher

Actual: 159 ft.

LTANKS:

Name:	MILIO APARTMENT BUILDING
Address:	5 WEST FOURTH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1108281 / 2013-01-08
Facility ID:	1108281
Site ID:	456004
Spill Date:	2011-09-28
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	B4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JKOMARA
Referred To:	Not reported
Reported to Dept:	2011-09-28
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2011-09-28
Spill Record Last Update:	2013-01-08
Spiller Name:	PHILLIPO MILIO
Spiller Company:	TANK TEST FAILURE
Spiller Address:	5 WEST FOURTH ST
Spiller County:	999
Spiller Contact:	PHILLIPO MILIO
Spiller Phone:	(914) 837-7875
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	410576
DEC Memo:	"9/28/11 5K AST in apt. bldg. failed TT. They will call in a contractor to repair and retest. This is a WC PBS site. dw 1/8/12 Pased retest (In Edocs) NFA JO'M"
Remarks:	"TANK TEST FAILURE"

All Materials:

Site ID:	456004
Operable Unit ID:	1206153
Operable Unit:	01
Material ID:	2203165
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

AF132 **RESIDENCE** **NY LTANKS** **S106000065**
ENE **5 WEST 4TH STREET** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.342 mi.
1807 ft. **Site 2 of 3 in cluster AF**

Relative:
Higher

Actual:
159 ft.

LTANKS:

Name:	RESIDENCE
Address:	5 WEST 4TH STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0306908 / 2010-07-29
Facility ID:	0306908
Site ID:	95505
Spill Date:	2003-09-30
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	D3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jkomara
Referred To:	WESTCHESTER CNTY HEALTH DEPT
Reported to Dept:	2003-09-30
CID:	418
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-09-30
Spill Record Last Update:	2010-07-29
Spiller Name:	FILIPPO MILIO
Spiller Company:	Not reported
Spiller Address:	5 WEST 4TH STREET
Spiller County:	001
Spiller Contact:	MARC RICCIARDI
Spiller Phone:	(800) 440-8265
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	85419
DEC Memo:	"11/05/09 WCHD will follow up JO'M 4/10/30 vaulted AST to be retested. JO'M 7/29/10 as per WCDOH ttf in 2003. Tank is a vaulted AST with access. No spill observed in vault and passed retest as per ATS. NFA JO'M "
Remarks:	""

All Materials:

Site ID:	95505
Operable Unit ID:	875656
Operable Unit:	01
Material ID:	500523
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AE133 **SOOMAROO HOME** **NY LTANKS** **S107523397**
NNW **30-32 SOUTH 13TH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.342 mi.
1808 ft. **Site 2 of 2 in cluster AE**

Relative:
Higher

Actual:
147 ft.

LTANKS:

Name:	SOOMAROO HOME
Address:	30-32 SOUTH 13TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0511933 / 2006-02-21
Facility ID:	0511933
Site ID:	358177
Spill Date:	2006-01-17
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JBODee
Referred To:	Not reported
Reported to Dept:	2006-01-17
CID:	444
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2006-01-17
Spill Record Last Update:	2006-02-21
Spiller Name:	SAM SOOMAROO
Spiller Company:	SOOMAROO HOME
Spiller Address:	30-32 SOUTH 13TH AVE
Spiller County:	001
Spiller Contact:	SAM SOOMAROO
Spiller Phone:	(914) 699-2286
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	308196
DEC Memo:	"Homeowner hired plumber to repair the fixtures. Tank is schedule for retesting Thur. 1/19 February 21, 2006: TANK PASSED A RETEST AFTER PIPING WAS REPAIRED. BASED UPON INFORMATION PROVIDED TO DEC, NO FURTHER ACTION IS REQUIRED AT THIS TIME. jod"
Remarks:	"FAILED, UNCOVER REPAIR AND RETEST"

All TTF:

Facility ID:	0511933
Spill Number:	0511933
Spill Tank Test:	1549651
Site ID:	358177
Tank Number:	1
Tank Size:	1000
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03

SOOMAROO HOME (Continued) **S107523397**

Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Watchdog
Last Modified Date:	Not reported

All Materials:

Site ID:	358177
Operable Unit ID:	1115429
Operable Unit:	01
Material ID:	2105494
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AG134 **ATLAS TRUCKING** **NY LTANKS** **S102674624**
NE **234 FOURTH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.344 mi.
1815 ft. **Site 1 of 2 in cluster AG**

Relative:
Higher

Actual:
156 ft.

LTANKS:

Name:	ATLAS TRUCKING
Address:	234 FOURTH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8602555 / 1986-07-18
Facility ID:	8602555
Site ID:	77260
Spill Date:	1986-07-18
Spill Cause:	Tank Overfill
Spill Source:	Commercial/Industrial
Spill Class:	Not reported
Cleanup Ceased:	1986-07-18
SWIS:	6000
Investigator:	SLINGERLAND
Referred To:	Not reported
Reported to Dept:	1986-07-18
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	1986-07-18
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-12-02
Spill Record Last Update:	2003-12-02
Spiller Name:	Not reported
Spiller Company:	ATLAS TRUCKING
Spiller Address:	SAME
Spiller County:	001

ATLAS TRUCKING (Continued) **S102674624**

Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 72118
DEC Memo: ""
Remarks: "NOTIFIER WAS ANONYMOUS"

All Materials:
Site ID: 77260
Operable Unit ID: 899838
Operable Unit: 01
Material ID: 478985
Material Code: 0022
Material Name: waste oil/used oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 100.00
Units: G
Recovered: .00
Oxygenate: Not reported

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135 SSE 1/4-1/2 0.355 mi. 1873 ft. | **SPILL NUMBER 9802080**
39-10 SETON AVENUE
BRONX, NY | **NY LTANKS** | **S104619522**
N/A

Relative: Higher
Actual: 140 ft.

LTANKS:
Name: SPILL NUMBER 9802080
Address: 39-10 SETON AVENUE
City,State,Zip: BRONX, NY
Spill Number/Closed Date: 9802080 / 2003-03-03
Facility ID: 9802080
Site ID: 196990
Spill Date: 1998-05-18
Spill Cause: Tank Overfill
Spill Source: Private Dwelling
Spill Class: C3
Cleanup Ceased: Not reported
SWIS: 0301
Investigator: TOMASELLO
Referred To: Not reported
Reported to Dept: 1998-05-18
CID: 266
Water Affected: Not reported
Spill Notifier: Fire Department
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: False
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 1998-05-18
Spill Record Last Update: 2003-03-03
Spiller Name: ROCKY MELE
Spiller Company: R M HEATING INC
Spiller Address: Not reported

SPILL NUMBER 9802080 (Continued) **S104619522**

Spiller County:	001
Spiller Contact:	MARIA LASPISA
Spiller Phone:	(718) 325-9499
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	163972
DEC Memo:	""
Remarks:	"TANK OVERFILL. TANK LOCATED IN GARAGE. ONTO SOIL. AFFECTED PROPERTY AT 1409 EAST 233RD STREET. FIRE DEPARTMENT ON SCENE. CALLER WILL BE CONTACTING QUEENS OFFICE DIRECTLY."

All Materials:

Site ID:	196990
Operable Unit ID:	1062609
Operable Unit:	01
Material ID:	323982
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

136
NNE
1/4-1/2
0.355 mi.
1875 ft.

GRACE BAPTIST CHURCH
70 SOUTH 6TH AVE
MOUNT VERNON, NY

NY LTANKS **S108467653**
NY Spills **N/A**

Relative:
Lower

Actual:
129 ft.

LTANKS:

Name:	SCARAMUZZO
Address:	70 SOUTH 6TH AVENUE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8602687 / 1987-10-14
Facility ID:	8602687
Site ID:	109974
Spill Date:	1986-05-10
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	Not reported
Cleanup Ceased:	1987-10-14
SWIS:	6000
Investigator:	PATEL
Referred To:	Not reported
Reported to Dept:	1986-07-24
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	1987-06-01
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1986-08-25
Spill Record Last Update:	1987-11-04

GRACE BAPTIST CHURCH (Continued) **S108467653**

Spiller Name:	Not reported
Spiller Company:	SCARAMUZZO
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	96422
DEC Memo:	""
Remarks:	"3-3000 TANKS FAILED TANK TEST"

All TTF:

Facility ID:	8602687
Spill Number:	8602687
Spill Tank Test:	1530079
Site ID:	109974
Tank Number:	Not reported
Tank Size:	0
Material:	0009
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	109974
Operable Unit ID:	899951
Operable Unit:	01
Material ID:	479106
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

SPILLS:

Name:	GRACE BAPTIST CHURCH
Address:	70 SOUTH 6TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0612101 / 2007-11-08
Facility ID:	0612101
Facility Type:	ER
DER Facility ID:	326467
Site ID:	376883
DEC Region:	3
Spill Cause:	Equipment Failure

GRACE BAPTIST CHURCH (Continued) **S108467653**

Spill Class:	C3
SWIS:	6008
Spill Date:	2007-02-02
Investigator:	TDGHIOSA
Referred To:	WCDOH
Reported to Dept:	2007-02-02
CID:	444
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	True
Remediation Phase:	0
Date Entered In Computer:	2007-02-02
Spill Record Last Update:	2007-11-08
Spiller Name:	SCOTT TAYLOR
Spiller Company:	GRACE BAPTIST CHURCH
Spiller Address:	70 SOUTH 6TH AVE
Spiller Company:	001
Contact Name:	SCOTT TAYLOR
DEC Memo:	""
Remarks:	"PBS No: 3-494275 -PBS No. not found in UIS, may be invalid. WHILE REMOVING TANKS FOUND CONTAMINATED SOIL , NO HOLES IN TANKS , MOST LIKLEY HISTORIC: TWO SPILL NUMBERS ASSOCCIATED WITH: #8602687 & 9516657"

All Materials:

Site ID:	376883
Operable Unit ID:	1134438
Operable Unit:	01
Material ID:	2124302
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Site ID:	376883
Operable Unit ID:	1134438
Operable Unit:	01
Material ID:	2124301
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AF137 ENE 1/4-1/2 0.358 mi. 1890 ft. | **SPILL NUMBER 8601725**
4TH AVE & 4TH ST
MOUNT VERNON, NY

Site 3 of 3 in cluster AF

NY LTANKS | **S105054436**
N/A

Relative: Higher

Actual: 155 ft.

LTANKS:

Name:	SPILL NUMBER 8601725
Address:	4TH AVE & 4TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8601725 / 1986-10-01
Facility ID:	8601725
Site ID:	71102
Spill Date:	1986-06-12
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	Not reported
Cleanup Ceased:	1986-10-01
SWIS:	6000
Investigator:	dxtraver
Referred To:	Not reported
Reported to Dept:	1986-06-12
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Fire Department
Last Inspection:	1986-10-01
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1986-06-24
Spill Record Last Update:	1986-10-16
Spiller Name:	Not reported
Spiller Company:	STEVE HYATT
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	67364
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TRAVER / / : MT. VERNON FIRE DEPT. ASSISTING IN CLEANUP-OIL CONTAINED IN BASEMENT. / / : CLEAN UP COMPLETE-NFA. "
Remarks:	""

All Materials:

Site ID:	71102
Operable Unit ID:	899183
Operable Unit:	01
Material ID:	552150
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	.00
Oxygenate:	Not reported

138 North 1/4-1/2 0.360 mi. 1900 ft. | **MT. CARMEL SCHOOL**
19 SOUTH 10TH AVE
MOUNT VERNON, NY | **NY LTANKS** | **S102674218**
N/A

Relative: Higher

Actual: 150 ft.

LTANKS:

Name:	MT. CARMEL SCHOOL
Address:	19 SOUTH 10TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9401284 / 1994-05-05
Facility ID:	9401284
Site ID:	233592
Spill Date:	1994-04-22
Spill Cause:	Tank Overfill
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	1994-05-05
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1994-04-27
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-12-02
Spill Record Last Update:	2003-12-02
Spiller Name:	Not reported
Spiller Company:	CASTLE OIL
Spiller Address:	290 LOCUST AVE.
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	192463
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"TANK OVERFILL NOTIFIED WCHD CASTLE OIL DID CLEAN UP"

All Materials:

Site ID:	233592
Operable Unit ID:	995123
Operable Unit:	01
Material ID:	385044
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AD139 NNE 1/4-1/2 0.361 mi. 1906 ft. | **WASHINGTON SCHOOL SOUTH SIXTH AVE MOUNT VERNON, NY** | **NY LTANKS** | **S100964725 N/A**

Site 3 of 3 in cluster AD

Relative: Lower

Actual: 129 ft.

LTANKS:

Name:	WASHINGTON SCHOOL
Address:	SOUTH SIXTH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8801578 / 1989-01-11
Facility ID:	8801578
Site ID:	139358
Spill Date:	1988-05-20
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	B3
Cleanup Ceased:	1989-01-11
SWIS:	6008
Investigator:	jeokesso
Referred To:	Not reported
Reported to Dept:	1988-05-20
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	1989-01-11
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1988-06-03
Spill Record Last Update:	2004-07-06
Spiller Name:	Not reported
Spiller Company:	MT VERNON BOARD OF ED
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	119051
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was OKESSON "
Remarks:	"10K TANK VISUAL HOLE IN TANK MAY RELINE"

All TTF:

Facility ID:	8801578
Spill Number:	8801578
Spill Tank Test:	1533942
Site ID:	139358
Tank Number:	Not reported
Tank Size:	0
Material:	0002
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00

WASHINGTON SCHOOL (Continued) **S100964725**

Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	139358
Operable Unit ID:	917069
Operable Unit:	01
Material ID:	460716
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AG140 **PBS** **NY LTANKS** **S106868842**
NE **225 SOUTH FOURTH AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.366 mi.
1931 ft. **Site 2 of 2 in cluster AG**

Relative:
Higher

Actual:
153 ft.

LTANKS:

Name:	PBS
Address:	225 SOUTH FOURTH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0412834 / 2005-04-30
Facility ID:	0412834
Site ID:	338437
Spill Date:	2005-03-08
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JBODEE
Referred To:	Not reported
Reported to Dept:	2005-03-08
CID:	410
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2005-03-08
Spill Record Last Update:	2021-06-02
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	2 PETTICOAT LA
Spiller County:	001
Spiller Contact:	ANTHONY
Spiller Phone:	(914) 699-5800

PBS (Continued) **S106868842**

Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 266246
DEC Memo: "04/30/05 PBS FACILITY. TANK PASSED A RETEST AFTER PIPING WAS REPAIRED. FILE CLOSED BY DANIELLE JACKSON OF THE WESTCHESTER COUNTY HEALTH DEPT. NO FURTHER ACTION IS REQUIRED AT THIS TIME. jod"
Remarks: "ez 3 locator plus tank test used no recommenedations yet"

All Materials:
Site ID: 338437
Operable Unit ID: 1100383
Operable Unit: 01
Material ID: 580669
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

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141 West 1/4-1/2 0.368 mi. 1945 ft.

BAKKER SERVICE STATION
750 EAST 241ST STREET
BRONX, NY 10470

NY LTANKS **U000403505**
NY UST **N/A**

Relative: Higher

Actual: 149 ft.

LTANKS:
Name: BAKKER TOWING COMPANY
Address: 750 EAST 241ST STREET
City,State,Zip: BRONX, NY
Spill Number/Closed Date: 9713470 / 2005-12-08
Facility ID: 9713470
Site ID: 64276
Spill Date: 1989-02-13
Spill Cause: Tank Failure
Spill Source: Commercial/Industrial
Spill Class: B3
Cleanup Ceased: Not reported
SWIS: 0301
Investigator: RSLEE
Referred To: Not reported
Reported to Dept: 1998-03-05
CID: 266
Water Affected: Not reported
Spill Notifier: DEC
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: False
UST Involvement: True
Remediation Phase: 0
Date Entered In Computer: 1998-03-05
Spill Record Last Update: 2006-01-11
Spiller Name: Not reported
Spiller Company: BAKKER TOWING COMPANY
Spiller Address: 750 EAST 241ST STREET

BAKKER SERVICE STATION (Continued) **U000403505**

Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	61967
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ROMMEL 4/15/2003 Tipple ddo Velocity consulting called to inquire on status of site. 4/15/2003-Vought-Called Jeff Doss (Velocity Consulting) and left message to call Duty Desk. 4/12/04-Vought-Spill transferred from Tomasello to Rommel as per Rommel. 12/8/05 - Lee - In response to a written request, William J. Bakker of Bakker Towing Company provided a 12/12/89 letter from Christopher Tomasello of DEC, authorizing the removal of the installed SVE system. The spill was closed on 12/8/05."
Remarks:	"SPILL NUMBER FOR RECORD KEEPING PURPOSES."

All Materials:

Site ID:	64276
Operable Unit ID:	1059416
Operable Unit:	01
Material ID:	324489
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

UST:

Name:	BAKKER SERVICE STATION
Address:	750 EAST 241ST STREET
City,State,Zip:	BRONX, NY 10470
Id/Status:	2-152838 / Unregulated/Closed
Program Type:	PBS
Region:	STATE
DEC Region:	2
Expiration Date:	N/A
UTM X:	596934.84596
UTM Y:	4528597.92812
Site Type:	Other Wholesale/Retail Sales

Affiliation Records:

Site Id:	4804
Affiliation Type:	Facility Owner
Company Name:	BAKKER SERVICE STATION
Contact Type:	Not reported
Contact Name:	Not reported
Address1:	750 EAST 241ST STREET
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10470
Country Code:	001
Phone:	(718) 324-1223

BAKKER SERVICE STATION (Continued) **U000403505**

EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Site Id:	4804
Affiliation Type:	Mail Contact
Company Name:	MACKROYCE CONTRACTING CORPORATION
Contact Type:	Not reported
Contact Name:	PETER D'AGOSTINO
Address1:	212 THIRD AVENUE
Address2:	Not reported
City:	BROOKLYN
State:	NY
Zip Code:	11217
Country Code:	001
Phone:	(718) 852-7814
EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Site Id:	4804
Affiliation Type:	Facility Operator
Company Name:	BAKKER SERVICE STATION
Contact Type:	Not reported
Contact Name:	WILLIAM BAKKER
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(212) 324-1223
EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Site Id:	4804
Affiliation Type:	Emergency Contact
Company Name:	BAKKER SERVICE STATION
Contact Type:	Not reported
Contact Name:	WILLIAM BAKKER
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(212) 324-1223
EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

BAKKER SERVICE STATION (Continued) **U000403505**

Tank Info:

Tank Number:	001
Tank ID:	57599
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	4000
Install Date:	Not reported
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	TRANSLAT
Last Modified:	04/14/2017

Equipment Records:

C02 - Pipe Location - Underground/On-ground
J02 - Dispenser - Suction Dispenser
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
F01 - Pipe External Protection - Painted/Asphalt Coating
D02 - Pipe Type - Galvanized Steel
H00 - Tank Leak Detection - None
G01 - Tank Secondary Containment - Diking (Aboveground)
I05 - Overfill - Vent Whistle

Tank Number:	001-A
Tank ID:	57600
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	4000
Install Date:	10/01/1994
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	TRANSLAT
Last Modified:	04/14/2017

Equipment Records:

B00 - Tank External Protection - None
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None

BAKKER SERVICE STATION (Continued) **U000403505**

G03 - Tank Secondary Containment - Vault (w/o access)
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
C02 - Pipe Location - Underground/On-ground
J02 - Dispenser - Suction Dispenser

Tank Number:	002
Tank ID:	19485
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	09/01/1977
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	TRANSLAT
Last Modified:	04/14/2017

Equipment Records:

G03 - Tank Secondary Containment - Vault (w/o access)
H00 - Tank Leak Detection - None
I00 - Overfill - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
J02 - Dispenser - Suction Dispenser

Tank Number:	003
Tank ID:	19486
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	09/01/1977
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	TRANSLAT

BAKKER SERVICE STATION (Continued) **U000403505**

Last Modified: 04/14/2017

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
G03 - Tank Secondary Containment - Vault (w/o access)
H00 - Tank Leak Detection - None
I00 - Overfill - None
J02 - Dispenser - Suction Dispenser
A00 - Tank Internal Protection - None

Tank Number: 004
Tank ID: 19487
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 09/01/1977
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TRANSLAT
Last Modified: 04/14/2017

Equipment Records:

J02 - Dispenser - Suction Dispenser
G03 - Tank Secondary Containment - Vault (w/o access)
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None

AH142 **APT. BLDG. TTF** **NY LTANKS** **S108299064**
SSW **4303 BAYCHESTER AVE** **N/A**
1/4-1/2 **BRONX, NY**
0.375 mi.
1982 ft. **Site 1 of 3 in cluster AH**

Relative:
Lower

Actual:
102 ft.

LTANKS:

Name: RESIDENCE
Address: 4303 BAYCHESTER AVE
City,State,Zip: BRONX, NY
Spill Number/Closed Date: 0610275 / 2006-12-11
Facility ID: 0610275
Site ID: 374672
Spill Date: 2006-12-10

APT. BLDG. TTF (Continued) **S108299064**

Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	D4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	rmpiper
Referred To:	Not reported
Reported to Dept:	2006-12-10
CID:	73
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2006-12-11
Spill Record Last Update:	2006-12-11
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	SCOTT ALNWICK
Spiller Phone:	(718) 383-1400
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	324336
DEC Memo:	"DECP iper sontacted spiller. spil was onto driveway and cleaned with speedy dry. Piper phoned homowner and left message requesting callback if there is a standing issue. Piper received no call in two days. Closed."
Remarks:	"TANK OVERFILL CAUSED SPILL IN DRIVEWAY. SPEEDY DRY APPLIED."

All Materials:

Site ID:	374672
Operable Unit ID:	1132337
Operable Unit:	01
Material ID:	2122080
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Name:	APT. BLDG. TTF
Address:	4303 BAYCHESTER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0910019 / 2015-10-22
Facility ID:	0910019
Site ID:	422757
Spill Date:	2009-12-09
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C4

APT. BLDG. TTF (Continued) **S108299064**

Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	TJDEMEO
Referred To:	Not reported
Reported to Dept:	2009-12-09
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2009-12-09
Spill Record Last Update:	2015-10-22
Spiller Name:	TOIKACH
Spiller Company:	TANK TEST FAILURE
Spiller Address:	4303 BAYCHESTER AVE
Spiller County:	999
Spiller Contact:	TOIKACH
Spiller Phone:	(917) 337-8011
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	324336
DEC Memo:	"TTF letter sent to: Quest Property Management Attn: Mr. Michael Toikach 800 Central Park Ave. Scarsdale, NY 10583 08/13/12 - LZ As Randy Austin requested, the spill has been reassigned to Tim DeMeo 1/2/13 AFrischeisen Documents received and upped to eDocs. Documents are EZY3 tank test pass. Still require original tank test describing reasons for failure. Toikach said he will send it. 3/5/13 AFrischeisen intern Called Mr Toikach (used (718) 407-0360 as the other number on file is no longer valid). No response. Left message asking to send original TTF. Toikach responded and emailed original TTF. Upped to eDocs. 10/22/15 TJD File review. No response to request for owner/contractor to provide additional historical information including original failing test report. Included with NYC Tank Testing submission is an invoice for replacement of stick line - dry leak. Based upon the information in file spill is administratively closed."
Remarks:	""

All Materials:

Site ID:	422757
Operable Unit ID:	1178585
Operable Unit:	01
Material ID:	2172050
Material Code:	9999
Material Name:	other - tank test failure
Case No.:	Not reported
Material FA:	Other
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

AH143 **CLOSED-LACKOF RECENT INFO** **NY LTANKS** **S100144755**
SW **43028 BAYCHESTER DR** **N/A**
1/4-1/2 **NEW YORK CITY, NY**
0.380 mi.
2007 ft. **Site 2 of 3 in cluster AH**

Relative:
Lower

Actual:
104 ft.

LTANKS:

Name:	CLOSED-LACKOF RECENT INFO
Address:	43028 BAYCHESTER DR
City,State,Zip:	NEW YORK CITY, NY
Spill Number/Closed Date:	8704761 / 2003-03-03
Facility ID:	8704761
Site ID:	330542
Spill Date:	1987-09-08
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	ADMIN. CLOSED
Referred To:	Not reported
Reported to Dept:	1987-09-08
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1987-09-10
Spill Record Last Update:	2003-03-19
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	265877
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ADMIN.CLOSED 3/3/2003 Closed Due To The Nature / Extent Of The Spill Report."
Remarks:	"10,000 GALLON TANK FAILED TEST, REPLACE AND RETEST.CLOSED DUE TO LACK OF ANY RECENT INFO- DOES NOT MEET ANY CLEAN UP REQUIREMENTS. "

All TTF:

Facility ID:	8704761
Spill Number:	8704761
Spill Tank Test:	1531574
Site ID:	330542
Tank Number:	Not reported
Tank Size:	0
Material:	0002
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00

CLOSED-LACKOF RECENT INFO (Continued) **S100144755**

Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	330542
Operable Unit ID:	908484
Operable Unit:	01
Material ID:	467379
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	L
Recovered:	.00
Oxygenate:	Not reported

AI144 **GORDON RESIDENCE** **NY LTANKS** **S102673569**
SE **604 SOUTH 8 AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.389 mi.
2055 ft. **Site 1 of 2 in cluster AI**

Relative:
Higher

Actual:
142 ft.

LTANKS:

Name:	GORDON RESIDENCE
Address:	604 SOUTH 8 AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9004240 / 1990-08-01
Facility ID:	9004240
Site ID:	308934
Spill Date:	1990-07-17
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	Not reported
Cleanup Ceased:	1990-08-01
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1990-07-17
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1990-07-19
Spill Record Last Update:	1990-08-01
Spiller Name:	Not reported
Spiller Company:	ROBISON OIL
Spiller Address:	RIVER ROAD
Spiller County:	001

GORDON RESIDENCE (Continued) **S102673569**

Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	249493
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY / / : CHECKED AREA SPILL HAS BEEN CLEANED UP N.F.A. "
Remarks:	"DRIVER WENT TO BLOW THE CURB FILL PRODUCT CAME OUT VENT SPEEDI-DRY WASUSED WILL EXCAVATE SOIL EES GOING TO CLEAN UP AND ENROUTE"

All Materials:

Site ID:	308934
Operable Unit ID:	942060
Operable Unit:	01
Material ID:	435342
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

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145 NNE 1/4-1/2 0.389 mi. 2056 ft. | **SACRED HEART** **115 S 5TH AVE** **MOUNT VERNON, NY** | **NY LTANKS** | **S100139348** **N/A**

Relative: Lower

Actual: 129 ft.

LTANKS:

Name:	SACRED HEART
Address:	115 S 5TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8703469 / 1987-10-21
Facility ID:	8703469
Site ID:	153824
Spill Date:	1987-07-28
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	Not reported
Cleanup Ceased:	1987-10-21
SWIS:	6008
Investigator:	PATEL
Referred To:	Not reported
Reported to Dept:	1987-07-28
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1987-08-03
Spill Record Last Update:	1987-11-17
Spiller Name:	Not reported

SACRED HEART (Continued) **S100139348**

Spiller Company:	SACRED HEART
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	130484
DEC Memo:	""
Remarks:	"TTTF 3K & 1.5K HIGH RATE"

All TTF:

Facility ID:	8703469
Spill Number:	8703469
Spill Tank Test:	1531218
Site ID:	153824
Tank Number:	Not reported
Tank Size:	0
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	153824
Operable Unit ID:	910109
Operable Unit:	01
Material ID:	469705
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	.00
Oxygenate:	Not reported

AH146 **APT COMPLEX** **NY LTANKS** **S103478275**
SSW **4233 BAYCHESTER AVE** **N/A**
1/4-1/2 **BRONX, NY 10466**
0.391 mi.
2065 ft. **Site 3 of 3 in cluster AH**

Relative:
Lower

Actual:
101 ft.

LTANKS:

Name:	APT COMPLEX
Address:	4233 BAYCHESTER AVE
City,State,Zip:	BRONX, NY 10466
Spill Number/Closed Date:	9806698 / 2013-11-08
Facility ID:	9806698
Site ID:	110833

APT COMPLEX (Continued) **S103478275**

Spill Date:	1998-08-31
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	VXBREVDO
Referred To:	Not reported
Reported to Dept:	1998-08-31
CID:	323
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1998-08-31
Spill Record Last Update:	2013-11-08
Spiller Name:	RICHARD POWERS
Spiller Company:	APT COMPLEX
Spiller Address:	4233 BAY CHESTER AV
Spiller County:	001
Spiller Contact:	RICHARD POWERS
Spiller Phone:	(718) 295-2944
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	371262
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was M TIBBE 10/11/05 SA. Reviewed the spill and PBS records. Talked to W. CANCEL at 347 742 8371 (cell). He was in the hospital. He told to contact Mr. George Williams at 718 325 1634. Left message to call me back. 11/04/05, SA: Issued a certified mail to contact us within 30 days and provide us the proof of efforts taken to repair the defect, retest the tank and/or clean the area. 12/02/2005: Mail returnd today. Post office remarks, unable to forward. (Sadique) 12/28/2005: Issued another letter to the owners mailing address as per property shark web. (Sadique) 01/10/2006: Mrs. Ernestine Massa called today. Informed me that she sold that property on 2/5/2005. She also told there was no spill on that time but after tank test failure she hired contractor to repair and fix the problem. They fixed the problems. She had all the documents but handed to the new owner when sold the property. Though she is living in Florida now but often come to New York and belives that she retained copies of all documents in NY. She will be coming to NY April 2006. At that time she will look for the those documents and will fax to us. (Sadique) 03/27/2006: Contact Mrs. Ernestine Massa during April 2006 to provide documentations regarding repair and fixing up the problem including any environmental analytical data. (Sadique) 9/11/06 assigned to bf 2/19/10 bf: Sent ttf letter to: Hamdi Nezaj Illyria Realty, LLC 2126 Muliner Ave. Bronx, NY 10462 3/22/10 On 3/16/10, letter returned and marke by USPS: RETURN TO SENDER, NOT DELIVERABLE AS ADDRESSED, UNABLE TO FORWARD . Card and envelope are in e-docs. bf 07/16/13 - Spill Case is transferred from Brian Falvey (PBS Unit) to V. Brevdo (Section B) as per DER Region 2 decision - Tank Test Failure Spill Case. VB 11/08/2013 - V. Brevdo The site is a three story residential apartment building. According to the previous owner of the property,

APT COMPLEX (Continued) **S103478275**

Mrs. Ernestine Massa, no actual spill occurred and tank has been repaired and fixed following tank test failure 14 years ago. Ms. Massa's testimony is supported by the future tests of the same 2,500 gallon no. 2 fuel oil tank which consistently passed in 2003, 2008 and 2012. Human exposure is highly unlikely for the building residents. Probability that actual oil release occurred and/or risks to human health and the environment are low to none in this case. The Department does not see benefits to human health or the environment in keeping this spill case open. Spill is closed effective 11/08/2013. No spill closure letter is issued. VB"

Remarks: ""

All TTF:

Facility ID:	9806698
Spill Number:	9806698
Spill Tank Test:	1546210
Site ID:	110833
Tank Number:	1
Tank Size:	2500
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	F
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	110833
Operable Unit ID:	1064293
Operable Unit:	01
Material ID:	317845
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

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147 ESE 1/4-1/2 0.394 mi. 2082 ft. **SANFORD BLVD REALTY CORP**
2 WEST SANFORD BLVD
MOUNT VERNON, NY

NY LTANKS **S106703442**
NY Spills **N/A**

Relative: Lower
Actual: 101 ft.

LTANKS:

Name:	MAURO EXXON
Address:	2 WEST SANFORD BLVD
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9002573 / 1990-06-06
Facility ID:	9002573

SANFORD BLVD REALTY CORP (Continued) **S106703442**

Site ID:	166239
Spill Date:	1990-06-05
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WXWADSWO
Referred To:	Not reported
Reported to Dept:	1990-06-06
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1990-06-07
Spill Record Last Update:	2003-11-06
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	140079
DEC Memo:	"Administratively closed due to file review and/or information received. If new information arises to contradict this determination DEC reserves the right to reopen this spill without prejudice. Prior to Sept, 2004 data translation this spill Lead_DEC Field was WADSWORTH "
Remarks:	"AIR POCKETS IN TANK WILL EIR PETRO-TITE -.258 & -.309"

All TTF:

Facility ID:	9002573
Spill Number:	9002573
Spill Tank Test:	1537156
Site ID:	166239
Tank Number:	Not reported
Tank Size:	0
Material:	0009
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	166239

SANFORD BLVD REALTY CORP (Continued) **S106703442**

Operable Unit ID:	942581
Operable Unit:	01
Material ID:	437315
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Oxygenate:	Not reported

SPILLS:

Name:	SANFORD BLVD REALTY CORP
Address:	2 WEST SANFORD BLVD
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1214916 / 2017-05-11
Facility ID:	1214916
Facility Type:	ER
DER Facility ID:	140079
Site ID:	478186
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	B3
SWIS:	6008
Spill Date:	2013-01-24
Investigator:	RDBENDEL
Referred To:	Not reported
Reported to Dept:	2013-01-24
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2013-01-24
Spill Record Last Update:	2017-05-11
Spiller Name:	Not reported
Spiller Company:	SANFORD BLVD REALTY CORP
Spiller Address:	2 WEST SANDFORD BLVD
Spiller Company:	999
Contact Name:	GARY GIGLIO
DEC Memo:	"01/24/13 Gary Giglio reported that a GeoProbe survey is being done as required by Ed Moore. He is onsite presently collecting soil and groundwater samples. Reports to be submitted to the WCHD and to DEC. TG 2/21/2013 -- WCDOH has demanded remediation, but owner has been out of the country. Store is operating as C store only, no gas in tanks. ELM Stopped by in July site operating RDB 9-18 digging up dispenser to install containment sumps and determine extent of contamination. RDB 9-20-13 email from PLLC, Gary in edoc RDB 9-23-13 Spoke to Gary, work has stopped after they uncovered some lines and the deisel tank, new plan is to remove all piping and tanks try to

SANFORD BLVD REALTY CORP (Continued) **S106703442**

save newest tank. RDB 11-15-13 stopped by, no work, emailed gary on 11-19 for update.RDB 11-18-13 email up date, The owner is in the process of applying for new tanks/islands/canopy with the City of Mt Vernon. The architect has drawn plans and will submit to building department later this week. He thinks approval should be fairly quick since he works with the city often. Tanks should take 2-3 weeks to order and work could begin shortly thereafter. I ve told the owner that you and Carlos are looking for excavation asap and independent of that process. I ll be speaking with him later today and will get right back to you. 12-13-13 request update from WCHD and Consultant, RDB 03-09-14 update requested, consultant says tanks coming out RDB 05-13-14 email looking for status 05-13-14 email response, County permit received, City of Mt Vernon permit pending, Royal moving excavator on site this week, expecting approval and preparing to start next week. RDB 07-22-14 email dated 6-23 from Gary, ...Just a note to let you know that the Mt Vernon Bldg Permit finally came in for the job (tank removal). Royal Environmental Services Corp will be doing the job. They ve already installed the fencing and will be starting within the next 10 days or so. I ll give you the heads up a couple of days in advance. RDB sentemail checkin status? 07-22-14, Actually, yes. I was just preparing to send you an email. Royal pulled the three tanks closest to the sidewalk on Saturday to gauge the subsurface conditions. They found substantial soil contamination around the tanks. They took soil samples for disposal facility approval. Once approved (1-2 wks), they will go back in to remove the remaining tanks and live load excavated soils. I ll let you and Carlos know as soon as we get approval and have a start date. RDB 10-14-14 excavation scheduled 10-15-14 stopped by 3 tanks out,2 more planned, suggested all 3. 10-22, " Another 5 trucks of contamo were removed today (10 trucks total to date - approx 340 tons). 3 trucks lined up for tomorrow." All tanks removed (3-2K steel USTs at scrapyard)" Sebastian Bimonte was on site Thurs (10-16) to observe pit, 3 removed tanks" Pump island removed, excavation started in that area" Groundwater infiltration at 10-11 ft bgs" Clean sand against building and against sidewalk, odor and sheen in groundwater and soils below water table, stopped digging at 12 ft" Soils below groundwater are actually fill materials (ash, cinders, construction debris)" Tomorrow, remaining tanks will be removed from site, more excavation to get wall samples in the northwest and west quadrants; also more excavation under pump island and former pump island (closer to building in center of property) BTW, the offset manhole (4K FRP tank) was for the interstitial probe which was elbowed to the tank top fitting, as we suspected. 11-7-14 email from GAry, " Tank/Piping/Island areas have been excavated and sampled on all sides and down to water. Wall results are all below CP-51 guide levels or non-detectable. Upgrade wall needs some additional excavation and sampling. Royal will fill in the downgrade area enough to move the machine in position to reach this wall (planned for early next week due to rain). RDB 4/13/17 RCDOH to send FIR to RDB, mt 5-9-17 email to Gary, looking for status 5-11-17 geoprobe investigation yesterday; followed under spill 13-06371- RDB 5-11-17 CLOSE two spills 12-14916 & 14-04338; 13-06371 remains open RDB"

Remarks: "site investigation indicates loss to soil. 5 2000 , 1 4000 tanks in ground, not believed to be a loss from tanks"

All Materials:

Site ID: 478186

Operable Unit ID: 1227967

SANFORD BLVD REALTY CORP (Continued) **S106703442**

Operable Unit:	01
Material ID:	2225530
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

148
SSW
1/4-1/2
0.395 mi.
2086 ft.

CLOSED-LACKOF RECENT INFO
4233 BAYCHESTER AVENUE
NEW YORK CITY, NY

NY LTANKS **S100145850**
N/A

Relative:
Lower

Actual:
100 ft.

LTANKS:

Name:	CLOSED-LACKOF RECENT INFO
Address:	4233 BAYCHESTER AVENUE
City,State,Zip:	NEW YORK CITY, NY
Spill Number/Closed Date:	8910595 / 2003-03-06
Facility ID:	8910595
Site ID:	197046
Spill Date:	1990-02-06
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	ADMIN. CLOSED
Referred To:	Not reported
Reported to Dept:	1990-02-06
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1990-02-07
Spill Record Last Update:	2003-03-17
Spiller Name:	Not reported
Spiller Company:	M & M BAY CORP
Spiller Address:	2215 GUNTHER AVENUE
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	164021
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ADMIN.CLOSED 03/06/2003 Closed Due To The Nature / Extent Of The Spill Report"
Remarks:	"2.5K TANK FAILED PETRO TITE WITH A LEAK RATE OF -.561GPH, NOTIFIED OWNER TO UNCOVER TANK.CLOSED DUE TO LACK OF ANY RECENT INFO- DOES NOT

CLOSED-LACKOF RECENT INFO (Continued) **S100145850**

MEET ANY CLEAN UP REQUIREMENTS."

All TTF:

Facility ID:	8910595
Spill Number:	8910595
Spill Tank Test:	1536752
Site ID:	197046
Tank Number:	Not reported
Tank Size:	0
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	197046
Operable Unit ID:	935970
Operable Unit:	01
Material ID:	440165
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	L
Recovered:	.00
Oxygenate:	Not reported

AJ149 **RIVERTOWNS GMAC REAL ESTATE** **NY LTANKS** **S109064355**
ENE **246 SOUTH 3RD AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.396 mi.
2089 ft. **Site 1 of 2 in cluster AJ**

Relative:
Higher

Actual:
156 ft.

LTANKS:

Name:	RIVERTOWNS GMAC REAL ESTATE
Address:	246 SOUTH 3RD AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0801840 / 2009-11-13
Facility ID:	0801840
Site ID:	397873
Spill Date:	2008-05-16
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2008-05-16

RIVERTOWNS GMAC REAL ESTATE (Continued) **S109064355**

CID:	444
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	Not reported
Remediation Phase:	0
Date Entered In Computer:	2008-05-16
Spill Record Last Update:	2009-11-13
Spiller Name:	JOE LIPPOLIS
Spiller Company:	Not reported
Spiller Address:	246 SOUTH 3RD AVE
Spiller County:	001
Spiller Contact:	JOE LIPPOLIS
Spiller Phone:	(914) 739-2667
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	347264
DEC Memo:	"11/11/09 Northeast Environmental reported that they excavated and removed one 1,000 gallon tank along. No petroelum contaminated soil was noted in the excavation. Soil sample results were below DEC guidance values. NFA TG"
Remarks:	"RECOMMEDN REMOVAL"

All TTF:

Facility ID:	0801840
Spill Number:	0801840
Spill Tank Test:	2486123
Site ID:	397873
Tank Number:	Not reported
Tank Size:	1000
Material:	0001
EPA UST:	Not reported
UST:	True
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Watchdog
Last Modified Date:	Not reported

All Materials:

Site ID:	397873
Operable Unit ID:	1154792
Operable Unit:	01
Material ID:	2145611
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AI150 SE 1/4-1/2 0.396 mi. 2091 ft. | **ASBURY METHODIST CHURCH**
58 WEST 7TH ST
MOUNT VERNON, NY

Site 2 of 2 in cluster AI

NY LTANKS | **S103238941**
N/A

Relative: Higher

Actual: 140 ft.

LTANKS:

Name:	ASBURY METHODIST CHURCH
Address:	58 WEST 7TH ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9803827 / 1998-10-21
Facility ID:	9803827
Site ID:	223421
Spill Date:	1998-06-25
Spill Cause:	Tank Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	1998-06-25
CID:	365
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1998-06-25
Spill Record Last Update:	1999-03-26
Spiller Name:	REVEREND DAVID HENRY
Spiller Company:	ASBURY METHODIST CHURCH
Spiller Address:	58 WEST 7TH ST
Spiller County:	001
Spiller Contact:	REVEREND DAVID HENRY
Spiller Phone:	( ) 664-4619
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	184728
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'DEE 10/21/98 AST WAS REMOVED AND REPLACED. ALL CONTAMINATED SOIL WAS REMOVED AND DISPOSED OF. AMOUNT OF APILL WAS LESS THANK 2 GALLONS."
Remarks:	"LEAK IN THE SEAM AT THE BOTTOM OF TANK - 10X10 AREA UNDER THE TANK CONTAMINATED SOIL - TANK IS OUTSIDE UNDER A PORCH"

All Materials:

Site ID:	223421
Operable Unit ID:	1064588
Operable Unit:	01
Material ID:	322145
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00

ASBURY METHODIST CHURCH (Continued) **S103238941**

Oxygenate: Not reported

---

151 East 1/4-1/2 0.401 mi. 2117 ft. **WESLEY HOME**
426 SOUTH 3RD AVE
MOUNT VERNON, NY

NY LTANKS **S109064387**
N/A

Relative: Lower

Actual: 134 ft.

LTANKS:

Name:	WESLEY HOME
Address:	426 SOUTH 3RD AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0802493 / 2013-06-27
Facility ID:	0802493
Site ID:	398639
Spill Date:	2008-06-04
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	UNASSIGNED
Referred To:	Not reported
Reported to Dept:	2008-06-04
CID:	444
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	Not reported
Remediation Phase:	0
Date Entered In Computer:	2008-06-04
Spill Record Last Update:	2013-06-27
Spiller Name:	HERBERT WESLEY
Spiller Company:	WESLEY HOME
Spiller Address:	426 SOUTH 3RD AVE
Spiller County:	001
Spiller Contact:	HERBERT WESLEY
Spiller Phone:	(914) 699-4732
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	347984
DEC Memo:	"8/4/10: Database review, report of a residential tank test failure. Unknown if any action was taken. No further information on the database. jod 6/27/13 Home Owner TTF older the 5 years with no impact being closed with Albany's permission. JO'M"
Remarks:	"REPAIR OR REMOVE"

All TTF:

Facility ID:	0802493
Spill Number:	0802493
Spill Tank Test:	2486215
Site ID:	398639
Tank Number:	Not reported
Tank Size:	550
Material:	Not reported

WESLEY HOME (Continued) **S109064387**

EPA UST:	Not reported
UST:	False
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Watchdog
Last Modified Date:	Not reported

All Materials:

Site ID:	398639
Operable Unit ID:	1155516
Operable Unit:	01
Material ID:	2146391
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AK152 **APARTMENT BUILDING TTF** **NY LTANKS** **S110769640**
WNW **715- 723 CRANFORD AVE** **N/A**
1/4-1/2 **BRONX, NY**
0.410 mi.
2163 ft. **Site 1 of 2 in cluster AK**

Relative:
Higher

Actual:
160 ft.

LTANKS:

Name:	APARTMENT BUILDING TTF
Address:	715- 723 CRANFORD AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1012603 / 2011-11-09
Facility ID:	1012603
Site ID:	446779
Spill Date:	2011-03-17
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	smsanges
Referred To:	Not reported
Reported to Dept:	2011-03-18
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2011-03-18

APARTMENT BUILDING TTF (Continued) **S110769640**

Spill Record Last Update:	2011-11-09
Spiller Name:	NICK BALUSHAJ
Spiller Company:	NICK BALUSHAJ
Spiller Address:	715- 723 CRANFORD AVE
Spiller County:	999
Spiller Contact:	JEFF MCKENZIE
Spiller Phone:	(800) 440-8265
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	401404
DEC Memo:	"03/18/11- Zhune spoke to John from Advanced Tank Services. He said they do not have any information until afternoon. He asked to call at 2:00pm. 11/9/2011 Sangesland received a report from ABC Tank dated 4/19/2011 - tank was repaired, retested and passed. No contamination was found."
Remarks:	"Caller reporting a tank test failure on a 2000 gallon UST."

All Materials:

Site ID:	446779
Operable Unit ID:	1196917
Operable Unit:	01
Material ID:	2193265
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

153
NE
1/4-1/2
0.411 mi.
2171 ft.

WESTHAB
125 SOUTH 4TH AVE
MOUNT VERNON, NY

NY LTANKS **S104498297**
NY Spills **N/A**

Relative:
Higher

Actual:
140 ft.

LTANKS:

Name:	WESTHAB
Address:	125 SOUTH 4TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0306911 / 2004-12-13
Facility ID:	0306911
Site ID:	325212
Spill Date:	2003-09-30
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	D3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WCHD
Referred To:	WESTCHESTER CNTY HEALTH D
Reported to Dept:	2003-09-30
CID:	418
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported

WESTHAB (Continued) **S104498297**

Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-09-30
Spill Record Last Update:	2004-12-15
Spiller Name:	JAE TOCCO
Spiller Company:	Not reported
Spiller Address:	125 SOUTH 4TH AVE
Spiller County:	001
Spiller Contact:	MARC RICCIARDI
Spiller Phone:	(800) 440-8265
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	261977
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCHD-JACKSON 12/15/04: Letter to Westhab dated 13Dec2004. Spill closed by Danielle Jackson, WCDOH."
Remarks:	""

All Materials:

Site ID:	325212
Operable Unit ID:	875660
Operable Unit:	01
Material ID:	500525
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

SPILLS:

Name:	APT BUILDING
Address:	125 4TH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9007577 / 1990-11-26
Facility ID:	9007577
Facility Type:	ER
DER Facility ID:	243554
Site ID:	301409
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C3
SWIS:	6008
Spill Date:	1990-10-12
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1990-10-12
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Fire Department
Cleanup Ceased:	1990-10-18

WESTHAB (Continued) **S104498297**

Cleanup Meets Std:	True
Last Inspection:	1990-10-18
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1990-10-26
Spill Record Last Update:	2003-10-03
Spiller Name:	Not reported
Spiller Company:	KUNSAMINKUNAKOSE
Spiller Address:	117 SOUTH BROAD STREET
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"IN BASEMENT OF APT BUILDING SUMP PUMP IS PUMPING INTO DRAIN #2 FUEL OIL THATS LEAKING OUT OF THE BURNER"

All Materials:

Site ID:	301409
Operable Unit ID:	944911
Operable Unit:	01
Material ID:	431427
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Oxygenate:	Not reported

154
NW
1/4-1/2
0.412 mi.
2176 ft.

WASTE OIL UST **NY LTANKS** **S113406298**
236 WEST 1ST STREET **N/A**
MOUNT VERNON, NY

Relative:
Higher

Actual:
155 ft.

LTANKS:

Name:	WASTE OIL UST
Address:	236 WEST 1ST STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1215886 / 2013-04-15
Facility ID:	1215886
Site ID:	479221
Spill Date:	2013-02-26
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JPCUMMIN
Referred To:	Not reported
Reported to Dept:	2013-02-26
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported

WASTE OIL UST (Continued) **S113406298**

Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2013-02-26
Spill Record Last Update:	2013-04-15
Spiller Name:	Not reported
Spiller Company:	DISALVO BROTHERS S/S
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	MIKE BIANCGINI
Spiller Phone:	(845) 297-8646
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	434962
DEC Memo:	"2/26/13- Spoke to contact, Mike. Directed him to call WCHD to determine if this tank is registered or how to register tank. He will likely be removing tank. Required him to call back to duty desk with update. DT 2-27-13: Mike call to Dispt./V.Mc.: Mike to contact Building & Fire Departments to determin if they req. permits, prior to UST removeal. Mike has been to WCHD and has their permit. N/E Enviro. to pull UST. 2/27/13: Update from WCDoH PBS: >>> Lalak, Chris 2/27/2013 11:26 AM >>> John, This is a WCDOH case. Carlos is working on this case. It is an old waste oil tank that they are pulling out. They contacted us yesterday they will register and pull the tank. They are trying to sell. -Chris jod 3/11/13: Update received from WCDOH PBS: >>> Lalak, Chris cjl1@westchestergov.com> 03/04/13 4:24 PM >>> John I got this one. 1 waste oil tank removed from former S/S. 275 UST under shop floor. No spill found. Please keep it open until the sample results are back. PBS 3-496618 Former PBS site. -Chris jod 4-15-13 Received call from facility to check on spill status. He has letter from WCHD that spill and PBS considered closed. Directed him to contact WCHD and confirm if WCHD and/or info supporting closure was sent to DEC. Short time later received an email from Chris Lalak, WCHD, with WCHD letter. Letter says that tank failed a tightness test, that tank was removed and no contamination was found based on soil sompling. Emailed O'Dee and Dan. Dan concurs with closure. Letter edoc'ed and spill closed. Letter received as .doc needed to be converted to .pdf for edoc. jc"
Remarks:	""

All Materials:

Site ID:	479221
Operable Unit ID:	1228963
Operable Unit:	01
Material ID:	2226714
Material Code:	0022
Material Name:	waste oil/used oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

155 WNW 1/4-1/2 0.413 mi. 2181 ft. | **4770 WHITE PLAINS RD**
4770 WHITE PLAINS RD
BRONX, NY | **NY LTANKS** | **S100153413**
N/A

Relative: Higher

Actual: 162 ft.

LTANKS:

Name:	4770 WHITE PLAINS RD
Address:	4770 WHITE PLAINS RD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9108616 / 1997-10-03
Facility ID:	9108616
Site ID:	69373
Spill Date:	1991-11-11
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	A3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	1991-11-12
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1991-11-21
Spill Record Last Update:	1997-10-03
Spiller Name:	Not reported
Spiller Company:	NY TEL CO
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	65959
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE SEE FILE. "
Remarks:	"SUSPECT REMOTE FILL OR VENT. WILL PUMP TANKS AND CLOSE IN PLACE."

All TTF:

Facility ID:	9108616
Spill Number:	9108616
Spill Tank Test:	1539295
Site ID:	69373
Tank Number:	Not reported
Tank Size:	0
Material:	0009
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00

4770 WHITE PLAINS RD (Continued) **S100153413**

Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	69373
Operable Unit ID:	958899
Operable Unit:	01
Material ID:	420748
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AL156
NE
1/4-1/2
0.416 mi.
2197 ft.

PATHMARK SHOPPING CENTER **NY LTANKS** **S102674033**
3RD AVE & 3RD STREET **N/A**
MOUNT VERNON, NY

Site 1 of 3 in cluster AL

Relative:
Higher

Actual:
150 ft.

LTANKS:

Name:	PATHMARK SHOPPING CENTER
Address:	3RD AVE & 3RD STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9303129 / 1994-12-08
Facility ID:	9303129
Site ID:	124850
Spill Date:	1993-06-09
Spill Cause:	Tank Overfill
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	1994-12-08
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1993-06-09
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1993-06-11
Spill Record Last Update:	1994-12-08
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported

PATHMARK SHOPPING CENTER (Continued) **S102674033**

Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 108081
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 12/08/94: NO DEC INSPECTION. "
Remarks: "DISCOVERED SOIL IN TANK PULL SOIL IS STOCKPILED PLUS AN ADDITIONAL TWO 500 GAL TANKS FOUND"

All Materials:
Site ID: 124850
Operable Unit ID: 985115
Operable Unit: 01
Material ID: 396721
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: Not reported
Recovered: .00
Oxygenate: Not reported

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157 NNE 1/4-1/2 0.416 mi. 2199 ft. | **BELL ATLANTIC** | **NY LTANKS** | **S103939915**
45 SOUTH SIXTH AVE | **N/A**
MOUNT VERNON, NY

Relative: Lower
Actual: 119 ft.

LTANKS:
Name: BELL ATLANTIC
Address: 45 SOUTH SIXTH AVE
City,State,Zip: MOUNT VERNON, NY
Spill Number/Closed Date: 9610456 / 2000-09-07
Facility ID: 9610456
Site ID: 192982
Spill Date: 1996-11-20
Spill Cause: Tank Failure
Spill Source: Commercial/Industrial
Spill Class: B3
Cleanup Ceased: Not reported
SWIS: 6008
Investigator: WCHD
Referred To: Westchester Cnty Health Dept
Reported to Dept: 1996-11-20
CID: 199
Water Affected: Not reported
Spill Notifier: Other
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: True
UST Involvement: True
Remediation Phase: 0
Date Entered In Computer: 1996-11-20
Spill Record Last Update: 2003-09-23
Spiller Name: Not reported
Spiller Company: Not reported
Spiller Address: Not reported

BELL ATLANTIC (Continued) **S103939915**

Spiller County:	001
Spiller Contact:	VINCE PAPITTO
Spiller Phone:	(914) 793-5200
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	160917
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCHD - GOREAU 6/3/99 LETTER SENT; ADVISE AS TO STATUS OF SUBSURFACE INVESTIGATION 8/31/99 PER S&W -A SUBSURFACE INVESTIGATION WAS CONDUCTED APRIL 20-21, 1999. SUMMARY REPORT TO BE FORWARDED BY SEPTEMBER 10, 1999. 09/06/2000 LETTER SENT TO BELL ATLANTIC BY S. GOREAU (WCHD); WCHD REQUIRES NO FURTHER ACTION."
Remarks:	"REMOVING A TANK FROM LOCATION AND CONTAMINATED SOIL WAS FOUND FROM A LEAK IN THE TANK - 1500 GAL DIESEL TANK - AREA MUST BE BACKFILLED DUE TO THE LOCATION ALONGSIDE A SIDEWALK - THEY ARE TAKING SOIL SAMPLES AND REQ A CALL BACK AT THE ABOVE NUMBER"

All Materials:

Site ID:	192982
Operable Unit ID:	1041965
Operable Unit:	01
Material ID:	563907
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

158
South
1/4-1/2
0.420 mi.
2217 ft.

4143 MURDOCK AVE
4143 MURDOCK AVE
BRONX, NY

NY LTANKS **S102672109**
N/A

Relative:
Lower

Actual:
98 ft.

LTANKS:

Name:	4143 MURDOCK AVE
Address:	4143 MURDOCK AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9212943 / 1995-08-07
Facility ID:	9212943
Site ID:	127951
Spill Date:	1993-02-18
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	C4
Cleanup Ceased:	1995-08-07
SWIS:	0301
Investigator:	JMKRIMGO
Referred To:	Not reported
Reported to Dept:	1993-02-18
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Affected Persons
Last Inspection:	Not reported

4143 MURDOCK AVE (Continued) **S102672109**

Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1993-02-24
Spill Record Last Update:	1995-08-07
Spiller Name:	Not reported
Spiller Company:	FRED M. SCHILDWACTHER
Spiller Address:	1400 FERRIS PLACE
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	110420
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was KRIMGOLD "
Remarks:	"SPILLER DID NOT DO SATISFACTORY CLEANUP-ACCORDING TO CUSTOMER-N.Y.C. DEP WAS NOTIFIED AND SAID THEY WOULD RESPOND"

All Materials:

Site ID:	127951
Operable Unit ID:	979952
Operable Unit:	01
Material ID:	402762
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AJ159 **EAST 4TH ST/ SOUTH 3RD** **NY LTANKS** **S108294808**
ENE **257 SOUTH 3RD AVE** **NY Spills** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.421 mi.
2222 ft. **Site 2 of 2 in cluster AJ**

Relative:
Higher

Actual:
156 ft.

LTANKS:

Name:	SPILL NUMBER 0306921
Address:	257 SOUTH 3RD AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0306921 / 2004-02-06
Facility ID:	0306921
Site ID:	304183
Spill Date:	2003-09-30
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	D3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WCHD
Referred To:	Westchester Cnty Health Dept
Reported to Dept:	2003-09-30
CID:	418

EAST 4TH ST/ SOUTH 3RD (Continued) **S108294808**

Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-09-30
Spill Record Last Update:	2004-03-08
Spiller Name:	CATHERINE
Spiller Company:	Not reported
Spiller Address:	257 SOUTH 3RD AVE
Spiller County:	001
Spiller Contact:	CATHERINE
Spiller Phone:	(203) 877-6657
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	245761
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCHD-JACKSON 02/06/04 TANK PASSED RETEST 11-26-03 - CLOSED BY DANIELLE JACKSON OF WCHD."
Remarks:	"failure at an apartment building - welder around the manhole cover has two pin holes"

All Materials:

Site ID:	304183
Operable Unit ID:	875672
Operable Unit:	01
Material ID:	500532
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

SPILLS:

Name:	EAST 4TH ST/ SOUTH 3RD
Address:	257 SOUTH 3RD AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0607776 / 2006-12-27
Facility ID:	0607776
Facility Type:	ER
DER Facility ID:	245761
Site ID:	371593
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C3
SWIS:	6008
Spill Date:	2006-10-08
Investigator:	JBODee
Referred To:	WCDOH
Reported to Dept:	2006-10-08
CID:	78

EAST 4TH ST/ SOUTH 3RD (Continued) **S108294808**

Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Affected Persons
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	2006-10-09
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2006-10-09
Spill Record Last Update:	2006-12-27
Spiller Name:	MRS GOLDENBEAR
Spiller Company:	Not reported
Spiller Address:	257 S3RD
Spiller Company:	001
Contact Name:	MRS GOLDENBEAR
DEC Memo:	"WCHD will follow up. Building has 3K Fuel oil tank that is not registered. 06-07776 - 257 South Third Ave, Mount Vernon - cleaned up, NFA"
Remarks:	"woman called about odor of gas in basment, approx 30-50 gallons in basement possible seepage into sewer lcean up pending arrival of oil company"

All Materials:

Site ID:	371593
Operable Unit ID:	1129350
Operable Unit:	01
Material ID:	2119005
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	30.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AM160 **S & S GASOLINE** **NY LTANKS** **S101341355**
NNW **171 WEST FIRST STREET** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.424 mi.
2241 ft. **Site 1 of 3 in cluster AM**

Relative:
Higher

Actual:
140 ft.

LTANKS:

Name:	S & S GASOLINE
Address:	171 WEST FIRST STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9407288 / 1994-09-13
Facility ID:	9407288
Site ID:	260460
Spill Date:	1994-08-30
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	C3
Cleanup Ceased:	1994-09-13
SWIS:	6000
Investigator:	WXWADSWO

S & S GASOLINE (Continued) **S101341355**

Referred To:	Not reported
Reported to Dept:	1994-08-30
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1994-09-08
Spill Record Last Update:	1994-12-19
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	212773
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WADSWORTH 09/27/95: This is additional information about material spilled from the translation of the old spill file: TANK TEST."
Remarks:	"EIR HORNER EZY I -.85"

All TTF:

Facility ID:	9407288
Spill Number:	9407288
Spill Tank Test:	1543096
Site ID:	260460
Tank Number:	Not reported
Tank Size:	0
Material:	0009
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	260460
Operable Unit ID:	1004710
Operable Unit:	01
Material ID:	380302
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	.00

S & S GASOLINE (Continued) **S101341355**

Oxygenate: Not reported

AM161 **GAS STATION** **NY LTANKS** **S106703775**
NNW **171 WEST 1ST ST** **NY Spills** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.424 mi.
2241 ft. **Site 2 of 3 in cluster AM**

Relative:
Higher

Actual:
140 ft.

LTANKS:

Name:	GAS STATION
Address:	171 WEST 1ST STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9601252 / 1996-04-24
Facility ID:	9601252
Site ID:	181244
Spill Date:	1996-04-24
Spill Cause:	Tank Overfill
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1996-04-24
CID:	266
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1996-04-24
Spill Record Last Update:	2003-10-23
Spiller Name:	CHET PLUNKETT
Spiller Company:	ULTIMATE TRANSPORT
Spiller Address:	271 MONITOR STREET
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	152008
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"OVERFILLED UNDERGROUND TANK. ONTO CONCRETE. CLEANED UP BY FIRE DEPARTMENT."

All Materials:

Site ID:	181244
Operable Unit ID:	1032829
Operable Unit:	01
Material ID:	351067
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum

GAS STATION (Continued) **S106703775**

Quantity:	10.00
Units:	G
Recovered:	10.00
Oxygenate:	Not reported

SPILLS:

Name:	GAS STATION
Address:	171 WEST 1ST ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	2101521 / Not Reported
Facility ID:	2101521
Facility Type:	ER
DER Facility ID:	566845
Site ID:	619237
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	B3
SWIS:	6008
Spill Date:	2021-05-19
Investigator:	BTRANSOM
Referred To:	Not reported
Reported to Dept:	2021-05-19
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	1
Date Entered In Computer:	2021-05-19
Spill Record Last Update:	2022-03-03
Spiller Name:	Not reported
Spiller Company:	SURINDER SINGH
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	JIM GUARINO
DEC Memo:	"5/19/21- I spoke to Jim of APECCO: They were performing a tank pull for this gas station. Three 3K and one 2K USTs. Started uncovering and found impacted soil. Two ghost tanks found so far but their size is unknown so far. This station been a closed/not operating BP site for over 1 yr. Says this is a very small corner station next to a railroad, with a big drop/retaining wall on one side.. Limited space. Rushing the waste class sample so that they will be able to dispose of quickly as they go forward. Jim will send BR the WC PBS # -MS 05-20-21 Update: Two ghost tanks are 550 gallons each. A third ghost tank was found today. BTR 06-02-21 Three ghost tanks total. The tanks will be disposed today. Soil is still onsite. BTR 07-20-21 Update ...soil excavation was completed. We are in the process of getting a permit to replace the water line that needed to be removed during excavation activities. Once that is finished and we backfill we ll begin working on the report. BTR 08-31-21 Update: Soil has been disposed of. I anticipate the environmental report being completed in a few weeks. We are taking care of some drum disposal and water line

GAS STATION (Continued) **S106703775**

replacement/backfill still and those drum manifests will need to be included as well. BTR 12-13-21 No closure report received by WCHD. They will bring Surinder in for a hearing. All that's missing is the TCR. BTR 3-3-22 Received call from consultant looking for information on the PM. PM listed as BTR who is no longer with the program. Report sent to TG until spill can be reassigned. ML"

Remarks: "Impacted soil found during soil testing"

All Materials:

Site ID:	619237
Operable Unit ID:	1366413
Operable Unit:	01
Material ID:	2379044
Material Code:	0064A
Material Name:	unknown material
Case No.:	Not reported
Material FA:	Other
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

AM162 **VIN & LARRY'S SERVICE** **NY LTANKS** **U003647297**
NNW **193 WEST 1ST ST** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.427 mi.
2252 ft. **Site 3 of 3 in cluster AM**

Relative:
Higher

Actual:
141 ft.

LTANKS:

Name:	VIN & LARRY'S SERVICE
Address:	193 WEST 1ST ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9511250 / 2007-09-28
Facility ID:	9511250
Site ID:	105079
Spill Date:	1995-12-07
Spill Cause:	Tank Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	B3
Cleanup Ceased:	1996-01-02
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1995-12-07
CID:	365
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1995-12-07
Spill Record Last Update:	2007-09-28
Spiller Name:	JEAN GERMANI
Spiller Company:	VIN & LARRY'S SERVICE
Spiller Address:	193 WEST 1ST ST

VIN & LARRY'S SERVICE (Continued) **U003647297**

Spiller County:	001
Spiller Contact:	JEAN GERMANI
Spiller Phone:	(914) 668-1111
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	92749
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 12/07/95 CLEAN RESOURCES ON SITE DOING CLEANUP. 7/15/98 Site investigation report documents petroleum contamination in three boing drilled in the where the UST were located. TG 04/05/06 Margrete Forbes reported the property has been sold. The new property owner is: Living Faith Ministries 195 West 1st Street Mount Vernon, NY 10550 (914) 663-0026 TG. 09/17/07 Letter received from National Environmental Specialists. Remediation included the excavation and disposal of a lage amount PCS. Post ex samples met TAGM guidelines. NFA TG"
Remarks:	"removing tanks and found contaminated soil / tanks are no longer in service but did have gasoline in them / contaminated soil will be excavated"

All Materials:

Site ID:	105079
Operable Unit ID:	1021793
Operable Unit:	01
Material ID:	358600
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

163
SSE
1/4-1/2
0.429 mi.
2266 ft.

BATTISTA RESIDENCE **NY LTANKS** **S106124535**
126 KINGS BRIDGE RD WEST **N/A**
MOUNT VERNON, NY

Relative:
Higher

Actual:
148 ft.

LTANKS:

Name:	BATTISTA RESIDENCE
Address:	126 KINGS BRIDGE RD WEST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0310632 / 2004-03-23
Facility ID:	0310632
Site ID:	85003
Spill Date:	2003-12-15
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	B3
Cleanup Ceased:	2004-02-16
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	2003-12-15
CID:	444

BATTISTA RESIDENCE (Continued) **S106124535**

Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-12-15
Spill Record Last Update:	2004-03-30
Spiller Name:	Not reported
Spiller Company:	BATTISTA
Spiller Address:	126 KINGS BRIDGE RD WEST
Spiller County:	001
Spiller Contact:	JEANNE BATTISTA
Spiller Phone:	(914) 667-8924
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	78130
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 12/15/03: Northeast will pull tank. 1-26-04: DWANYNE MONACO REPORTED THAT THE TANK HAS BEEN PULLED BUT THE SOIL EXCAVATION HASN'T STARTED YET. TG 03/11/04 Closure letter rec'd from Northeast Environmental. 15.5 tons of contaminated soil excavated and disposed at TT Materials. NFA TG"
Remarks:	"on december 11th oil co. delivered to residence and upon today measuring they found only 4inches of oil, and on the 11th they filled her tank. 550 gallons. Northeast Enviormental was called to evaluate the scene, Phone # 914-777-1930"

All Materials:

Site ID:	85003
Operable Unit ID:	878293
Operable Unit:	01
Material ID:	499482
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	400.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

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164 ESE 1/4-1/2 0.435 mi. 2298 ft. | **PVT DWELLING 447 SOUTH 3RD AVE MOUNT VERNON, NY** | **NY LTANKS** | **S109583765 N/A**

Relative: Lower
Actual: 127 ft.

LTANKS:

Name:	PVT DWELLING
Address:	447 SOUTH 3RD AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0900343 / 2009-08-31
Facility ID:	0900343
Site ID:	412271
Spill Date:	2009-04-09

PVT DWELLING (Continued) **S109583765**

Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2009-04-09
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2009-04-09
Spill Record Last Update:	2009-08-31
Spiller Name:	MILDRED JOHNSON
Spiller Company:	THE JOHNSON ESTATE
Spiller Address:	447 SOUTH 3RD AVE
Spiller County:	999
Spiller Contact:	WILLIE SILSDORF
Spiller Phone:	(914) 774-2508
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	361451
DEC Memo:	"4-8-09 Willie says tank was abandoned many years ago and replaced by the currently active tank. Abandoned tank is located under the steps. He believes it is a piping problem that caused failure. It has a remote fill that he says probably wasn't closed properly. Doesn't sound like tank was closed properly either, it has about 16 of liquid in it. Sent a contract for removal to estate. jc 8/31/2009: Closure report from Elite Environmental reviewed. LUST and a total of 2.73 tons of petroleum contaminated soil removed and disposed of. Exit samples were submitted, one hit slightly over TAGM along foundation wall. Based upon the information provided to DEC, no further action is required at this time. jod"
Remarks:	"TANK TEST FAILURE ON A 550 GALLON UST UNK IF ANY PRODUCT WAS SPILLED."

All Materials:

Site ID:	412271
Operable Unit ID:	1168754
Operable Unit:	01
Material ID:	2160376
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Oxygenate:	Not reported

AN165 NNW 1/4-1/2 0.437 mi. 2307 ft. | **SUNOCO 215 WEST 1ST ST MOUNT VERNON, NY** | **NY LTANKS** | **S110490814 N/A**

Site 1 of 2 in cluster AN

Relative: Higher

Actual: 148 ft.

LTANKS:

Name:	SUNOCO
Address:	215 WEST 1ST ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1002937 / 2010-07-29
Facility ID:	1002937
Site ID:	436134
Spill Date:	2010-06-15
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	JKOMARA
Referred To:	Not reported
Reported to Dept:	2010-06-15
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2010-06-15
Spill Record Last Update:	2010-07-29
Spiller Name:	JOHN AKDIKMEN
Spiller Company:	SUNOCO
Spiller Address:	215 WEST 1ST ST
Spiller County:	999
Spiller Contact:	JOHN AKDIKMEN
Spiller Phone:	(914) 874-7643
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	391040
DEC Memo:	"6-15-10 WCHD PBS facility. jm 6/19/10 as per WCDOH Tank passed retest after plugging unused supply port. NFA JO'M"
Remarks:	"retest and investigation pending."

All Materials:

Site ID:	436134
Operable Unit ID:	1186839
Operable Unit:	01
Material ID:	2181679
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

AN166 NNW 1/4-1/2 0.437 mi. 2307 ft. | **MT VERNON FUEL TERMINAL**
215 WEST FIRST ST
MOUNT VERNON, NY

Site 2 of 2 in cluster AN

NY LTANKS | **U003647242**
N/A

Relative: Higher

Actual: 148 ft.

LTANKS:

Name:	MT VERNON FUEL TERMINAL
Address:	215 WEST FIRST ST
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8902406 / 1989-06-12
Facility ID:	8902406
Site ID:	69638
Spill Date:	1989-06-08
Spill Cause:	Tank Overfill
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	B3
Cleanup Ceased:	1989-06-08
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1989-06-08
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Fire Department
Last Inspection:	1989-06-08
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1989-06-12
Spill Record Last Update:	2003-10-09
Spiller Name:	Not reported
Spiller Company:	DINO OIL INC
Spiller Address:	344 TIFFANY ST.
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	66193
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"GASOLINE OVERFILL DURING DELIVERY. AMT. SPILLED WAS APPROX. 30 GAL."

All Materials:

Site ID:	69638
Operable Unit ID:	929859
Operable Unit:	01
Material ID:	450109
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	400.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AK167 **ENCLAVE ON 241ST STREET DEVELOPMENT** **NY BROWNFIELDS** **S117535353**
West **714 EAST 241 STREET** **N/A**
1/4-1/2 **BRONX, NY 10470**
0.444 mi.
2344 ft. **Site 2 of 2 in cluster AK**

Relative:
Higher

Actual:
155 ft.

BROWNFIELDS:

Name:	ENCLAVE ON 241ST STREET DEVELOPMENT
Address:	714 EAST 241 STREET
City,State,Zip:	BRONX, NY 10470
Program:	BCP
Site Code:	503675
Acres:	0.612
HW Code:	C203077
SWIS:	0301
Town:	New York City
Record Added Date:	01/12/2015
Record Updated Date:	06/15/2021
Update By:	GWBURKE
Site Description:	"Location: The Enclave on 241st Street Development site is located in an urban area in the Wakefield section of the Bronx. The site is bounded by East 241st Street to the northeast, White Plains Road to the northwest, Furman Avenue to the southeast and East 240th Street to the southwest. Site Features: The site is comprised of an approximate 28,720 square-foot irregularly shaped lot that includes the following addresses: 714 East 241st Street (former lot 1), developed with a vacant one-story office building with basement; 4643 Furman Avenue (former lot 3), developed with an asphalt-paved parking lot; 4641 Furman Avenue (former lot 6), undeveloped dirt and grass lot; 4644 White Plains Road (former lot 59), developed with a vacant one-story former gasoline station and auto body shop; 700 East 241st Street (former lot 62), developed with a vacant one-story former gasoline station and auto body shop; and 704 East 241st Street (former lot 65), undeveloped dirt and grass lot. These six lots were merged into a single lot in August 2015. In October, 2016, an amendment to add an adjacent lot (2600 sq ft - Lot 9) on Furman Ave has been processed. As a result, the new site size is 0.612 acres. Current Zoning and Land Use: The site is currently vacant but is located in an Industrial Zoned area identified as M1-1. During redevelopment of the site, the project will be rezoned from M1-1 to R7-D with a C4-4 overlay. This zoning allows residential use with first floor commercial use. Past Use of the Site: The north and northwestern portions of the Site have been used for gasoline filling stations and automobile repair since at least 1935. Site Geology and Hydrogeology: The site is characterized by a 1 to 3 foot layer of brown silty sand with brick historic fill material, underlain by a native brown silty-sand or sand and grey clay. The area of the Bronx in which the site is located is underlain by glacial deposits known as ground moraine. The ground moraine is a widespread dense layer of till material that typically consists of clay, sand and boulders. Bedrock is estimated at approximately 140 feet below ground surface (bgs) and is composed of Middle Ordovician to Lower Cambrian-Ordovician Hartland Formation which generally consists of muscovite-biotite-quartz schist with minor garnet. No bedrock outcrops were observed at the site. Based on the remedial investigation (RI), the depth to groundwater ranged from 9.5 to 13 feet bgs with shallower groundwater in the northern portion of the site. The groundwater flow is to the south. "
Env Problem:	"Nature and Extent of Contamination: Soil and groundwater were

ENCLAVE ON 241ST STREET DEVELOPMENT (Continued) **S117535353**

analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals, polychlorinated biphenyls (PCBs), and pesticides. Soil: Based on the investigations conducted to date, the primary contaminants of concern detected in soil include VOCs and metals. Soil contains xylenes at 600 parts per million (ppm) compared to a soil cleanup objective (SCO) of 1.6 ppm for protection of groundwater. Lead has been found in the soil at a maximum concentration of 1,980 ppm, which is above the restricted residential SCO of 400 ppm. Site-related soil contamination does not appear to extend off-site. Groundwater: Groundwater in the middle and upgradient areas of the site contains petroleum related VOCs such as xylene at a maximum of 15,000 parts per billion (ppb) and toluene at a maximum of 19,000 ppb. The Class GA water quality standard for each of these compounds is 5 ppb. One well in the middle of the site (MW-29) had a 2 inch layer of petroleum product on the top of the water surface. It was identified as degraded number 2 fuel oil. Based on sample results from wells near the downgradient property boundary, groundwater contamination does not appear to be leaving the site. Soil Vapor: In soil gas, the highest detections of chlorinated compounds were cis 1,2 dichloroethene (cis-1,2 DCE) at 4,600 micrograms per cubic meter (ug/m3) and trichloroethylene (TCE), detected at 760 ug/m3 along Furman Avenue, near the boundary of the site. Cis-1,2, DCE was also detected at 4500 ug/m3 near the well that contained the petroleum product. "

Health Problem:	"People who enter the site could contact contaminants in the soil by walking on the site, digging, or otherwise disturbing the soil. People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by this contamination. Volatile organic compounds in the groundwater or soil may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. The site is currently vacant. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. Environmental sampling is needed to determine whether soil vapor intrusion is a concern for off-site buildings. "
Dump:	False
Structure:	False
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	2015-01-14 12:04:00
Record Upd:	2016-02-22 10:18:00
Updated By:	RECURLEY
Own Op:	1
Sub Type:	E
Owner Name:	Michael Goldberg
Owner Company:	Enclave on 241 Street LLC
Owner Address:	2975 Westchester Avenue, Suite 100
Owner Addr2:	Not reported
Owner City,St,Zip:	Purchase, NY 10577

ENCLAVE ON 241ST STREET DEVELOPMENT (Continued) **S117535353**

Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Tiffany Alston
Owner Company:	Wakefield Library
Owner Address:	4100 Lowerre Place
Owner Addr2:	Not reported
Owner City,St,Zip:	Bronx, NY 10466
Owner Country:	United States of America
Own Op:	6
Sub Type:	P03
Owner Name:	Michael Goldberg
Owner Company:	Enclave on 241 Street LLC
Owner Address:	2975 Westchester Avenue, Suite 100
Owner Addr2:	Not reported
Owner City,St,Zip:	Purchase, NY 10577
Owner Country:	United States of America
HW Code:	C203077
Waste Type:	trichloroethene (TCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203077
Waste Type:	toluene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203077
Waste Type:	lead
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203077
Waste Type:	xylene (mixed)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203077
Waste Type:	cis-1,2-dichloroethene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203077
Waste Type:	chromium
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203077
Waste Type:	1,2,4-trimethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203077
Waste Type:	tetrachloroethene (PCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203077
Waste Type:	ethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	2-601315
Cross Ref Type Code:	18
Cross Ref Type:	PBS No.
Record Added Date:	2020-01-10 10:00:00

ENCLAVE ON 241ST STREET DEVELOPMENT (Continued) **S117535353**

Record Updated:	2020-01-10 10:00:00
Updated By:	KXLIU
Crossref ID:	1214956
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2018-09-06 15:11:00
Record Updated:	2018-09-06 15:11:00
Updated By:	JHOCONNE

AO168 **COMMUNITY HOUSING INOVATI** **NY LTANKS** **S106719381**
ENE **29 EAST 4TH STREET** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.445 mi.
2347 ft. **Site 1 of 2 in cluster AO**

Relative:
Higher

Actual:
159 ft.

LTANKS:

Name:	COMMUNITY HOUSING INOVATI
Address:	29 EAST 4TH STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0401815 / 2004-07-07
Facility ID:	0401815
Site ID:	192137
Spill Date:	2004-05-19
Spill Cause:	Tank Test Failure
Spill Source:	Non Major Facility > 1,100 gal
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WCHD
Referred To:	Westchester Cnty Health Dept
Reported to Dept:	2004-05-19
CID:	444
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2004-05-19
Spill Record Last Update:	2004-07-07
Spiller Name:	MANNY FELIX
Spiller Company:	COMMUNITY HOUSING INOVATI
Spiller Address:	29 EAST 4TH STREET
Spiller County:	001
Spiller Contact:	MANNY FELIX
Spiller Phone:	(914) 879-9865
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	160226
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCHD-JACKSON 07/07/04 TANK PASSED RETEST AFTER REPAIRS TO MANWAY GASKET."
Remarks:	"RECOMMEND: UNCOVER REPAIR RETEST OR REMOVE"

All TTF:

Facility ID:	0401815
Spill Number:	0401815

COMMUNITY HOUSING INOVATI (Continued) **S106719381**

Spill Tank Test:	1529279
Site ID:	192137
Tank Number:	1
Tank Size:	1500
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	192137
Operable Unit ID:	885709
Operable Unit:	01
Material ID:	493007
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AO169 **COMMUNITY HOUSING INNOVA** **NY LTANKS** **S106471699**
ENE **30 EAST 4TH STREET** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.447 mi.
2360 ft. **Site 2 of 2 in cluster AO**

Relative:
Higher

Actual:
158 ft.

LTANKS:

Name:	COMMUNITY HOUSING INNOVA
Address:	30 EAST 4TH STREET
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0401816 / 2004-07-07
Facility ID:	0401816
Site ID:	97917
Spill Date:	2004-05-19
Spill Cause:	Tank Test Failure
Spill Source:	Non Major Facility > 1,100 gal
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WCHD
Referred To:	Westchester Cnty Health Dept
Reported to Dept:	2004-05-19
CID:	444
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported

COMMUNITY HOUSING INNOVA (Continued) **S106471699**

Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2004-05-19
Spill Record Last Update:	2004-07-07
Spiller Name:	MANNY FELIX
Spiller Company:	COMMUNITY HOUSING INNOVA
Spiller Address:	30 EAST 4TH STREET
Spiller County:	001
Spiller Contact:	MANNY FELIX
Spiller Phone:	(914) 879-9865
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	87167
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCHD-JACKSON 07/07/04 TANK PASSED RETEST ON 6-17-04 AFTER REPAIRS TO MANWAY GASKET. NFA"
Remarks:	"UNCOVER,REPAIR,RETEST OR REMOVE"

All TTF:

Facility ID:	0401816
Spill Number:	0401816
Spill Tank Test:	1529280
Site ID:	97917
Tank Number:	1
Tank Size:	1500
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	97917
Operable Unit ID:	883656
Operable Unit:	01
Material ID:	493008
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AL170 **SAS GAZ, LLC** **NY LTANKS** **S126998417**
NE **158-160 SOUTH 2ND AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.453 mi.
2394 ft. **Site 2 of 3 in cluster AL**

Relative:
Higher

Actual:
151 ft.

LTANKS:

Name:	SAS GAZ, LLC
Address:	158-160 SOUTH 2ND AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	2006426 / Not Reported
Facility ID:	2006426
Site ID:	612261
Spill Date:	2020-10-14
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	BTRANSOM
Referred To:	Not reported
Reported to Dept:	2020-10-14
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	1
Date Entered In Computer:	2020-10-14
Spill Record Last Update:	2021-01-08
Spiller Name:	Not reported
Spiller Company:	SAS GAZ, LLC
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	HENRIK BERISHA
Spiller Phone:	(718) 519-1491
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	559801
DEC Memo:	"10-14-20 US Tank test retested a 2000gal #2 fuel oil tank (Tank 1) at PBS 3-600633 for a second time and the tank failed. The was performed with only 2 shut off valves closed so the client may as for the tank to be retested a 3rd time. The tank previously failed on 9/28 (spill 2005848). ML 10/15/20: From Chris Lalak at WCDOH: 2nd TTF 2006426 Today 10-14 1st TTF 2005848 9-28-20 3-600633 SAS GAZ, LLC 158-160 South 2nd ave, Mt. Vernon 2k ust Spoke with Mng Henrik Berisha. Investigated plumbing in boiler room and retest failed. The tank is not in use. The building uses gas. Henrik will get it pumped out and then deal with the closing the tank. jod 01-08-21 Tank has been emptied. will be removed. BTR"
Remarks:	"tank failure on retest"

All Materials:

Site ID:	612261
Operable Unit ID:	1359402
Operable Unit:	01
Material ID:	2370950
Material Code:	0001A

SAS GAZ, LLC (Continued) **S126998417**

Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

AL171 **TANK FAILURE** **NY LTANKS** **S126998413**
NE **158-160 SOUTH 2ND AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.453 mi.
2394 ft. **Site 3 of 3 in cluster AL**

Relative:
Higher

Actual:
151 ft.

LTANKS:

Name:	TANK FAILURE
Address:	158-160 SOUTH 2ND AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	2005848 / Not Reported
Facility ID:	2005848
Site ID:	611653
Spill Date:	2020-09-28
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	BTRANSOM
Referred To:	Not reported
Reported to Dept:	2020-09-28
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	1
Date Entered In Computer:	2020-09-28
Spill Record Last Update:	2020-11-10
Spiller Name:	HENRIK BERISHA
Spiller Company:	Gazivoda Mgmt Co. for SAS TAZ LLC
Spiller Address:	158-160 SOUTH 2ND AVE
Spiller County:	001
Spiller Contact:	KATHY
Spiller Phone:	(845) 855-3970
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	559801
DEC Memo:	"9/28/20 Left message for Kathy requesting she call back at the spills duty desk. JG 9/28/2020 Spoke to Kathy at US Tank Tech. Tank 1 failed tank test, with loud sucking noise. Believe the issue is in the piping or fitting. No waterways or drains in the area. Facility on municipal water. Tank 1 is 2000 gallon UST, no noticeable release to the environment. PBS# 3-600633. ga 10/14/20: From Chris Lalak at WCDOH: 2nd TTF 2006426 Today 10-14 1st TTF 2005848 9-28-20 3-600633 SAS GAZ, LLC 158-160 South 2nd ave, Mt. Vernon 2k ust Spoke with Mng

TANK FAILURE (Continued) **S126998413**

Remarks: Henrik Berisha. Investigated plumbing in boiler room and retest failed. The tank is not in use. The building uses gas. Henrik will get it pumped out and then deal with the closing the tank. jod" "no spill pbs-3-600633"

All Materials:

Site ID:	611653
Operable Unit ID:	1358797
Operable Unit:	01
Material ID:	2370237
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

172
NE
1/4-1/2
0.466 mi.
2461 ft.

SPILL NUMBER 0110880
144 SOUTH 2ND AVE
MOUNT VERNON, NY

NY LTANKS **S105995181**
N/A

Relative:
Higher

Actual:
151 ft.

LTANKS:

Name:	SPILL NUMBER 0110880
Address:	144 SOUTH 2ND AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0110880 / 2002-09-18
Facility ID:	0110880
Site ID:	251211
Spill Date:	2002-02-14
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	D4
Cleanup Ceased:	Not reported
SWIS:	6000
Investigator:	WCHD
Referred To:	Westchester Cnty Health Dept
Reported to Dept:	2002-02-14
CID:	396
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2002-02-14
Spill Record Last Update:	2002-09-23
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	MR LARSON
Spiller Phone:	(914) 667-1543

SPILL NUMBER 0110880 (Continued) **S105995181**

Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	205890
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCDOH TANK PASSED A RETEST. CLOSED BY WAYNE SCHNEIDER OF WCHD."
Remarks:	""

All TTF:

Facility ID:	0110880
Spill Number:	0110880
Spill Tank Test:	1526874
Site ID:	251211
Tank Number:	1
Tank Size:	2000
Material:	0002
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	251211
Operable Unit ID:	849352
Operable Unit:	01
Material ID:	528483
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

173
ENE
1/4-1/2
0.471 mi.
2486 ft.

REAL ESTATE - TTF
229 SOUTH 2ND AVE
MOUNT VERNON, NY

NY LTANKS **S118462539**
N/A

Relative:
Higher

Actual:
153 ft.

LTANKS:

Name:	REAL ESTATE - TTF
Address:	229 SOUTH 2ND AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1510061 / Not Reported
Facility ID:	1510061
Site ID:	520713
Spill Date:	2016-01-08
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	D4

REAL ESTATE - TTF (Continued) **S118462539**

Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	Unassigned
Referred To:	Not reported
Reported to Dept:	2016-01-09
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	4
Date Entered In Computer:	2016-01-09
Spill Record Last Update:	2016-02-03
Spiller Name:	Seller
Spiller Company:	Not provided
Spiller Address:	229 SOUTH SECOND AVE
Spiller County:	999
Spiller Contact:	PAUL SCORZELLI
Spiller Phone:	9145573491
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	474979
DEC Memo:	"test done for potential buyer...mm"
Remarks:	"550 gallon # 2 oil fuel."

All Materials:

Site ID:	520713
Operable Unit ID:	1269752
Operable Unit:	01
Material ID:	2273833
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

174
NNE
1/4-1/2
0.471 mi.
2487 ft.

PHILOS REALTY CORP
57-59 FOURTH AVE
MOUNT VERNON, NY

NY LTANKS **S106703684**
N/A

Relative:
Lower

Actual:
126 ft.

LTANKS:

Name:	PHILOS REALTY CORP
Address:	57-59 FOURTH AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9308707 / 1994-01-03
Facility ID:	9308707
Site ID:	135284
Spill Date:	1993-10-18
Spill Cause:	Tank Failure
Spill Source:	Commercial/Industrial

PHILOS REALTY CORP (Continued) **S106703684**

Spill Class:	C3
Cleanup Ceased:	1994-01-03
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1993-10-18
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1993-10-25
Spill Record Last Update:	2004-07-13
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	116159
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY 01/03/94: SEE ALSO SPILL #9308865/WORK PERFORMED BY NES. "
Remarks:	"ODOR IN BASEMENT TANK HAS BEEN MEASURED"

All Materials:

Site ID:	135284
Operable Unit ID:	990239
Operable Unit:	01
Material ID:	391396
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AP175 **SIMMS PROPERTY** **NY LTANKS** **S102674250**
ENE **266 S. FIRST AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.495 mi.
2615 ft. **Site 1 of 2 in cluster AP**

Relative:
Higher

Actual:
153 ft.

LTANKS:

Name:	SIMMS PROPERTY
Address:	266 S. FIRST AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9404847 / 1994-09-13
Facility ID:	9404847
Site ID:	231266
Spill Date:	1993-01-15

SIMMS PROPERTY (Continued) **S102674250**

Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	1994-09-13
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1994-06-24
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Affected Persons
Last Inspection:	1994-09-08
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1994-07-18
Spill Record Last Update:	1994-09-13
Spiller Name:	Not reported
Spiller Company:	CIBRO OIL CO.
Spiller Address:	711 S. COLUMBUS AVE.
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	190592
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"POSSIBLE OVERFILL BY CIBRO GRASS AROUND TANK IS DEAD CIBRO TO CLEAN UP"

All Materials:

Site ID:	231266
Operable Unit ID:	999112
Operable Unit:	01
Material ID:	381442
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	.00
Oxygenate:	Not reported

AP176 **CUSTOMER RESIDENCE** **NY LTANKS** **S106703399**
ENE **250 SOUTH FIRST AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.498 mi.
2629 ft. **Site 2 of 2 in cluster AP**

Relative:
Higher

Actual:
153 ft.

LTANKS:

Name:	CUSTOMER RESIDENCE
Address:	250 SOUTH FIRST AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8908727 / 1989-12-05

CUSTOMER RESIDENCE (Continued) **S106703399**

Facility ID:	8908727
Site ID:	140958
Spill Date:	1989-12-04
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	1989-12-05
SWIS:	6008
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1989-12-04
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1989-12-05
Spill Record Last Update:	2003-10-09
Spiller Name:	Not reported
Spiller Company:	ORIGINAL CONSONCUMER OIL
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	120387
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"CALLER HAD NO DETAILS FROM DRIVER E.E.S. HIRED TO CLEANUP SPILL BELIEVED TO BE ONLY ON DRIVEWAY NO ANSWER AT RES. NO ANSWER AT E.E.S. SPILLER CLEANUP UNABLE TO CONTACT RES."

All Materials:

Site ID:	140958
Operable Unit ID:	933772
Operable Unit:	01
Material ID:	441915
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	2.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

177 NE 1/4-1/2 0.499 mi. 2633 ft. | **YURI BAPTIST TABERNACLE**
110 SOUTH 2ND AVE
MOUNT VERNON, NY | **NY LTANKS** | **S102675053**
N/A

Relative: Higher

Actual: 150 ft.

LTANKS:

Name:	YURI BAPTIST TABERNACLE
Address:	110 SOUTH 2ND AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9512032 / 1995-12-23
Facility ID:	9512032
Site ID:	147332
Spill Date:	1995-12-23
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck
Spill Class:	C4
Cleanup Ceased:	1995-12-23
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1995-12-23
CID:	312
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1995-12-23
Spill Record Last Update:	1996-01-17
Spiller Name:	SAME
Spiller Company:	SIBRO
Spiller Address:	711 SOUTH COLUMBUS AVE
Spiller County:	001
Spiller Contact:	REV HAYWARD
Spiller Phone:	(914) 664-1097
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	125423
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"SPILL IS CONTAINED AND CLEANUP CREWS ON WAY"

All Materials:

Site ID:	147332
Operable Unit ID:	1022710
Operable Unit:	01
Material ID:	359352
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

178 NNW 1/4-1/2 0.499 mi. 2635 ft. | **FRANCISCAN MISSION 274 WEST LINCOLN AVE MOUNT VERNON, NY** | **NY LTANKS** | **S105995257 N/A**

Relative: Higher

Actual: 148 ft.

LTANKS:

Name:	FRANCISCAN MISSION
Address:	274 WEST LINCOLN AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	0111124 / 2005-03-26
Facility ID:	0111124
Site ID:	240574
Spill Date:	2002-02-22
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	WCHD
Referred To:	WESTCHESTER CNTY HEALTH D
Reported to Dept:	2002-02-22
CID:	396
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2002-02-22
Spill Record Last Update:	2005-03-26
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	BUILDING ENV. CONSULTANTS
Spiller Phone:	(914) 637-7505
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	197850
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WCHD - SCHNEIDER 3/26/05 per joint reveiw and discussion between j omara and jhardy this spill can be closed "
Remarks:	""

All TTF:

Facility ID:	0111124
Spill Number:	0111124
Spill Tank Test:	1526894
Site ID:	240574
Tank Number:	1
Tank Size:	1500
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	20
Test Method 2:	USTest 2000/P/LL plus USTest 2000/U

FRANCISCAN MISSION (Continued) **S105995257**

Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	240574
Operable Unit ID:	848205
Operable Unit:	01
Material ID:	528725
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AQ179 **BYRD RESIDENCE** **NY LTANKS** **S112231197**
East **352 SOUTH FIRST AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.499 mi.
2635 ft. **Site 1 of 2 in cluster AQ**

Relative:
Lower

Actual:
134 ft.

LTANKS:

Name:	BYRD RESIDENCE
Address:	352 SOUTH FIRST AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1205293 / 2013-05-31
Facility ID:	1205293
Site ID:	468220
Spill Date:	2012-08-24
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	TDGHIOSA
Referred To:	Not reported
Reported to Dept:	2012-08-24
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2012-08-24
Spill Record Last Update:	2013-05-31
Spiller Name:	MR CHRISTOPHER
Spiller Company:	TANK TEST FAILURE
Spiller Address:	352 SOUTH FIRST AVE
Spiller County:	999
Spiller Contact:	MR CHRISTOPHER

BYRD RESIDENCE (Continued) **S112231197**

Spiller Phone:	(718)3143441
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	422520
DEC Memo:	"8/24/12: Residential TTF. Contact listed on the Spill report is a representative for a prospective buyer. Tester has no additional info on the owner at this time. jod 9/10/12: Tank failed a second test. Also reported as Spill 1205698. This first test was performed for a prospective buyer. Home owner had another company test the UST for a second opinion . Tank will be removed. jod 05/29/13 Castlton Environmental reported that they excavated and removed the tank along with 62.85 tons of contaminated soil. Post excavation soil sample results exceed DEC guidance values in the porch area where further excavation was impossible. NFA. TG"
Remarks:	"unknown status of whats next"

All Materials:

Site ID:	468220
Operable Unit ID:	1218151
Operable Unit:	01
Material ID:	2216522
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

AQ180 **BYRD TTF** **NY LTANKS** **S112231208**
East **352 SOUTH FIRST AVE** **N/A**
1/4-1/2 **MOUNT VERNON, NY**
0.499 mi.
2635 ft. **Site 2 of 2 in cluster AQ**

Relative:
Lower

Actual:
134 ft.

LTANKS:

Name:	BYRD TTF
Address:	352 SOUTH FIRST AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	1205698 / 2017-01-23
Facility ID:	1205698
Site ID:	468663
Spill Date:	2012-09-07
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	6008
Investigator:	jbodee
Referred To:	Not reported
Reported to Dept:	2012-09-07
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False

BYRD TTF (Continued) **S112231208**

Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2012-09-07
Spill Record Last Update:	2017-01-23
Spiller Name:	BYRD RESD
Spiller Company:	Byrd
Spiller Address:	352 SOUTH FIRST AVE
Spiller County:	999
Spiller Contact:	BYRD RESD
Spiller Phone:	(914) 699-9746
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	422520
DEC Memo:	"9/7/12 tank test failure at a private home...mm 9/10/12: This is a retest failure. Previously reported as TTF Spill 1205293. I spoke with the home owner Mrs Byrd at length. She has lived in the house for over 30 years. The UST is at least that old. She states approximately 15 years ago she had sludge cleaned out of the tank but she does not remember exactly, what was done. The property is for sale, first test was done for a prospective buyer. She had the second test done herself for a second opinion . She states ATS also took a soil test, results should be back in 5 business days. I recommended she notify her home owners insurance and also gave her a list of contractors. She is going to get estimates for removal. jod 1/23/17: Castlton submitted a closure report documenting removal of the tank and 62.85 tons of contaminated soil under Spill 1205293 in May of 2013. jod"
Remarks:	"Tank test failure. Removal is being scheduled. Cleanup is pending."

All Materials:

Site ID:	468663
Operable Unit ID:	1218580
Operable Unit:	01
Material ID:	2216979
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Oxygenate:	Not reported

181
NNW
1/2-1
0.790 mi.
4171 ft.

RED DEVIL PAINT-OFF-SITE
30 NORTH WEST STREET
MOUNT VERNON, NY 10550

NY SHWS **S105586348**
NY VCP **N/A**
NY BROWNFIELDS

Relative:
Lower

Actual:
88 ft.

SHWS:

Name:	RED DEVIL PAINT
Address:	30 NORTH WEST STREET
City,State,Zip:	MOUNT VERNON, NY 10550
Program:	HW
Site Code:	57674
Classification:	Significant threat to the public health or environment - action

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

required.
Region: 3
Acres: 1.250
HW Code: 360031
Record Add: 11/18/1999
Record Upd: 06/14/2021
Updated By: KJCARPEN
Site Description: "Location: This site is located at the west corner of Oak Street and North West Street, in the City of Mt. Vernon, Westchester County. The Bronx River (Class C) is downgradient and is separated from the site by a banked railway line to the southeast of the river. The river is between 125 feet away from the north end of the site and 185 feet away from the south end. Site Features: The site is 50,000 square feet in size, most of which (approximately 73 percent) is covered by the on-site building, sidewalk and pavement. The building was constructed in four stages, referenced in site reports and figures as Area A , Area B , Area C and Area D . The site is bordered on the northwest by the Metro rail system right of way, on the northeast by Oak Street, on the southeast by North West Street, on the southwest by two small stores and (as of 2020) a taxi dispatch office. A residential area is present 1,200 feet uphill (southeast) from the site. Current Zoning and Land Use: The property is used as a self-storage facility. Local land use within one mile of the site is urban with some mixed residential and industrial/commercial development. The railroad track to the northwest is used by Metro-North Railroad Co. The site is in area that is expressly zoned for industrial use. The area has a public water supply system. Past Use of the Site: The Red Devil Paint Company property was originally developed as a large baking company. However, between 1955 and 1990, the property was occupied by a series of chemical paint companies (Technicolor and Chemical Works, Red Devil Paint Company and finally Insilco, Inc.) that manufactured paint, varnish, paint remover and polyethylene finishes. During this time the two principal contaminants, polyurethane and toluene leaked into the ground at the site, resulting in contaminated soils, groundwater and soil vapor. Operable Units: The Red Devil Site was divided into three Operable Units (OUs). OU 1 encompasses the on-site soil, on-site soil vapor and the LNAPL. OU 2 encompasses the off-site extent of LNAPL and the on-site and off-site extent of contaminated groundwater. OU 3 encompasses off-site contamination in the Bronx River surface water and sediment. OU 1 and the on-site components of OU 2 are addressed by the Decision Document under the Brownfield Cleanup Program. The off-site components of OU 2 and OU 3 are addressed under State Superfund as Site No. C360031A. Site Geology and Hydrogeology: Immediately underlying the site is 5-15 feet of fill material containing coal ash, sand, coal dust, bricks, concrete rubble, boulders and demolition debris. Beneath this are glacial sediments containing silt and sand. Off-site bedrock in the west-northwestern area adjacent to the Bronx River was found at approximately 35 feet below ground surface. Groundwater is present beneath the site at depths ranging from 23 to 27 feet below grade, and flows to the west. Downgradient, off-site groundwater seeps from the base of the riverbank, and is found at the same level as the Bronx River, approximately 1 foot below grade. The site is now being managed in the Brownfields Cleanup Program, see site C360031 and C360031A. "
Env Problem: "See this entry for current status under BCP site C360031. "
Health Problem: "Since some contaminated soils remain at the site below concrete or

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

clean backfill, people will not come in contact with the contaminated soils unless they dig below the surface materials. Groundwater at the site is not used for drinking or other purposes and the site is served by a public water supply that obtains water from a different source not affect by this contamination. Volatile organic compounds in the groundwater or soil may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Subslab depressurization systems (systems that ventilate/remove air beneath the building) have been installed in the onsite building to prevent the indoor air quality from being affected by the contamination in soil vapor beneath the buildings. In addition, sampling indicates soil vapor intrusion is not a concern for offsite buildings."

Dump:	False
Structure:	True
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	1915
Disp Term:	1990
Lat/Long:	40:54:48:0 / 73:50:53:0
Dell:	False
Record Add:	1999-11-18 12:00:00
Record Upd:	1999-11-18 12:00:00
Updated By:	INITIAL
Own Op:	3
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	RED DEVIL PAINTS
Owner Address:	Not reported
Owner Addr2:	Not reported
Owner City,St,Zip:	ZZ
Owner Country:	United States of America
Own Op:	4
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	Insilco Corporation
Owner Address:	PO Box 1919
Owner Addr2:	Not reported
Owner City,St,Zip:	Midland, TX 79702
Owner Country:	United States of America
Own Op:	4
Sub Type:	E
Owner Name:	Not reported
Owner Company:	Insilco Corporation
Owner Address:	PO Box 1919
Owner Addr2:	Not reported
Owner City,St,Zip:	Midland, TX 79702
Owner Country:	United States of America
Own Op:	1
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	Insilco Corporation
Owner Address:	PO Box 1919
Owner Addr2:	Not reported

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

Owner City,St,Zip:	Midland, TX 79702
Owner Country:	United States of America
Own Op:	1
Sub Type:	E
Owner Name:	Not reported
Owner Company:	Insilco Corporation
Owner Address:	P.O. BOX 1919
Owner Addr2:	Not reported
Owner City,St,Zip:	MIDLAND, TX 79702
Owner Country:	United States of America
HW Code:	360031
Waste Type:	METHYLENE CHLORIDE (F002 WASTE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360031
Waste Type:	ETHYLBENZENE (F003 WASTE)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360031
Waste Type:	TOLUENE (F005 WASTE)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360031
Waste Type:	NAPTHALENE (U165 WASTE)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360031
Waste Type:	CHLOROFORM (U044 WASTE)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360031
Waste Type:	BENZENE (U019 WASTE)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360031
Waste Type:	1,1,1-TRICHLOROETHANE (U226 WASTE)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360031
Waste Type:	MINERAL SPIRITS (D001 WASTE)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360031
Waste Type:	FREE PHASE PRODUCT (POLYURETHANE VARNISH)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	V00673
Cross Ref Type Code:	04
Cross Ref Type:	VC Site ID
Record Added Date:	2003-09-02 11:10:00
Record Updated:	2003-09-02 11:10:00
Updated By:	ajsylves
Crossref ID:	9101562
Cross Ref Type Code:	30
Cross Ref Type:	SP Site ID
Record Added Date:	2020-07-08 09:00:00
Record Updated:	2020-07-08 09:00:00

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

Updated By:	RDBENDEL
Crossref ID:	NYD056301971
Cross Ref Type Code:	06
Cross Ref Type:	RCRA EPA ID No.
Record Added Date:	2011-03-28 14:34:00
Record Updated:	2011-03-28 14:34:00
Updated By:	EMZUK

VCP:

Name:	RED DEVIL PAINT INACTIVE HAZ. WASTE
Address:	30 NORTH WEST STREET
City,State,Zip:	MOUNT VERNON, NY 10550-1736
Program Type:	VCP
Site Code:	57759
HW Code:	V00673
Site Class:	N
SWIS:	6008
Region:	3
Town:	Mt Vernon (c)
Acres:	1.160
Date Record Added:	09/02/2003
Date Record Updated:	08/28/2019
Updated By:	KJCARPEN
Site Description:	"The site is being managed in the BCP. See Site No. C360031."
Env Problem:	"The site presently in the BCP, see site number C360031."
Health Problem:	""
Dump:	Not reported
Structure:	Not reported
Lagoon:	Not reported
Landfill:	Not reported
Pond:	Not reported
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	Not reported
Record Upd:	Not reported
Updated By:	Not reported
Own Op:	1
Sub Type:	E
Owner Name:	Not reported
Owner Company:	SUSA MT. VERNON LLC
Owner Address:	175 TOYOTA PLAZA, SUITE 700
Owner Addr2:	Not reported
Owner City,St,Zip:	MEMPHIS, TN 38103
Owner Country:	United States of America
Own Op:	4
Sub Type:	ZZZ
Owner Name:	Not reported
Owner Company:	SAME AS OWNER
Owner Address:	Not reported
Owner Addr2:	Not reported
Owner City,St,Zip:	ZZ
Owner Country:	United States of America
Own Op:	6
Sub Type:	ZZZ
Owner Name:	Not reported

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

Owner Company:	SUSA MT. VERNON LLC
Owner Address:	175 TOYOTA PLAZA, SUITE 700
Owner Addr2:	Not reported
Owner City,St,Zip:	MEMPHIS, TN 38103
Owner Country:	United States of America
HW Code:	Not reported
Waste Type:	Not reported
Waste Quantity:	Not reported
Waste Code:	Not reported
Crossref ID:	Not reported
Cross Ref Type Code:	Not reported
Cross Ref Type:	Not reported
Record Added Date:	Not reported
Record Updated:	Not reported
Updated By:	Not reported

BROWNFIELDS:

Name:	RED DEVIL PAINT
Address:	30 NORTH WEST STREET
City,State,Zip:	MOUNT VERNON, NY 10550
Program:	BCP
Site Code:	348782
Acres:	1.182
HW Code:	C360031
SWIS:	6008
Town:	Mt Vernon (c)
Record Added Date:	07/06/2005
Record Updated Date:	06/14/2021
Update By:	KJCARPEN
Site Description:	"This site is now reported as a BCP site C360031. Location: This site is located at the west corner of Oak Street and North West Street, in the City of Mt. Vernon, Westchester County. The site is bordered on the northwest by the Metro rail system right-of-way, on the northeast by Oak Street, on the southeast by North West Street, on the southwest by two small stores and a taxi dispatch office. The Bronx River (Class C) is downgradient and is separated from the site by a banked railway line to the southeast of the river. The river is between 125 feet away from the north end of the site and 185 feet away from the south end. A residential area is present 1,200 feet uphill (southeast) from the site. Site Features: The site is 50,000 square feet in size, most of which (73 percent) is covered by the on-site building, sidewalk and pavement. The building was constructed in four stages, referenced in site reports and figures as Area A , Area B , Area C and Area D . Current Zoning and Land Use: The property is used as a self-storage facility. Local land use within one mile of the site is urban with some mixed residential and industrial/commercial development. The railroad track to the northwest is used by Metro-North Railroad Co. The site is in area that is expressly zoned for industrial use. The area has a public water supply system. Past Use of the Site: The Red Devil Paint Company property was originally developed as a large baking company. However, between 1955 and 1990, the property was occupied by a series of chemical paint companies (Technicolor and Chemical Works, Red Devil Paint Company and finally Insilco, Inc.) that manufactured paint, varnish, paint remover and polyethylene finishes. During this time the two principal contaminants, Polyurethane and toluene leaked into the ground at the site, resulting in contaminated soils,

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

groundwater and soil vapor. Operable Units: The Red Devil Site was divided into two separate sites after entering into the BCP. Red Devil Paint (C360031) encompasses the on-site soil, on-site soil vapor and the LNAPL. Red Devil Paint on-site is being remediated by a volunteer in the BCP. Volunteers are not responsible for off-site contamination under the BCP. Red Devil Paint Off-site (C360031A) is addressed under state superfund and encompasses the off-site extent of LNAPL , off-site contaminated groundwater and Bronx River surface water and sediments. Site Geology and Hydrogeology: Immediately underlying the site is 5-15 feet of fill material containing coal ash, sand, coal dust, bricks, concrete rubble, boulders and demolition debris. Beneath this are glacial sediments containing silt and sand. Off-site bedrock in the west-northwestern area adjacent to the Bronx River was found at approximately 35 feet below ground surface. Groundwater is present beneath the site at depths ranging from 23 to 27 feet below grade, and flows to the west. Downgradient, off-site groundwater seeps from the base of the riverbank, and is found at the same level as the Bronx River, approximately 1 foot below grade. The site is now being managed in the Brownfields Cleanup Program, see site C360031 and C360031A. "

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were benzene, toluene, ethylbenzene, and xylenes (collectively known as BTEX), tri-methyl benzenes, tetrachloroethylene (PCE), trichloroethylene (TCE), methylene chloride, and other volatile organic compounds (VOCs) associated with mineral spirits and the manufacture of polyurethane varnish. These contaminants impacted subsurface soils, groundwater, surface water and sub-slab soil vapor. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil, groundwater, and indoor air is being managed under a Site Management Plan."

Health Problem: "Since some contaminated soils remain at the site below concrete or clean backfill, people will not come in contact with the contaminated soils unless they dig below the surface materials. Groundwater at the site is not used for drinking or other purposes and the site is served by a public water supply that obtains water from a different source not affect by this contamination. Volatile organic compounds in the groundwater or soil may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Sub-slab depressurization systems (systems that ventilate/remove air beneath the building) have been installed in the on-site building to prevent the indoor air quality from being affected by the contamination in soil vapor beneath the buildings. In addition, sampling indicates soil vapor intrusion is not a concern for off-site buildings."

Dump:	False
Structure:	False
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	40:54’49 / 73:50’56.6
Dell:	False
Record Add:	2005-07-06 11:20:00

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

Record Upd:	2015-11-06 15:18:00
Updated By:	GWHEITZM
Own Op:	6
Sub Type:	P03
Owner Name:	David Rasmussen
Owner Company:	SUSA MT. VERNON, LLC
Owner Address:	2795 E. COTTONWOOD PKWY. SUITE 400
Owner Addr2:	C/O EXTRA SPACE STORAGE, LLC
Owner City,St,Zip:	SALT LAKE CITY, UT 84121
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Gary Newman
Owner Company:	Mt. Vernon Public Library
Owner Address:	28 South First Avenue
Owner Addr2:	Not reported
Owner City,St,Zip:	Mount Vernon, NY 10550
Owner Country:	United States of America
Own Op:	1
Sub Type:	05
Owner Name:	DANA MIGLIACCIO
Owner Company:	SUSA MT. VERNON, LLC
Owner Address:	C/O EXTRA SPACE STORAGE, LLC
Owner Addr2:	2795 E. COTTONWOOD PKWY. SUITE 400
Owner City,St,Zip:	SALT LAKE CITY, UT 84121
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Wendy A Rosenbach
Owner Company:	NYS Dept. of Environmental Conservation, Region 3 Office
Owner Address:	3 South Putt Corners Road
Owner Addr2:	Not reported
Owner City,St,Zip:	New Paltz, NY 12561
Owner Country:	United States of America
HW Code:	C360031
Waste Type:	mercury
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	ethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	ethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	xylene (mixed)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	chlorobenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	chlorobenzene
Waste Quantity:	UNKNOWN

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

Waste Code:	Not reported
HW Code:	C360031
Waste Type:	toluene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	chloroethane
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	arsenic
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	arsenic
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	methylene chloride
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	methylene chloride
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	benzo(a)pyrene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	benzo(a)pyrene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	trichloroethene (TCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	trichloroethene (TCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	benzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	benzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	1,2,4-trimethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	1,2,4-trimethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

HW Code:	C360031
Waste Type:	1,3,5-trimethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	1,3,5-trimethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	tetrachloroethene (PCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	tetrachloroethene (PCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	indeno(1,2,3-CD)pyrene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	indeno(1,2,3-CD)pyrene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	barium
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031
Waste Type:	barium
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	recording identifier
Cross Ref Type Code:	25
Cross Ref Type:	County Recording Identifier
Record Added Date:	2015-09-28 12:31:00
Record Updated:	2015-09-28 12:31:00
Updated By:	KCEASTMA
Crossref ID:	551983351
Cross Ref Type Code:	25
Cross Ref Type:	County Recording Identifier
Record Added Date:	2015-09-28 12:26:00
Record Updated:	2015-09-28 12:26:00
Updated By:	KCEASTMA
Crossref ID:	W3-1079-05-09
Cross Ref Type Code:	23
Cross Ref Type:	Agreement/Consent Order Number
Record Added Date:	2016-11-04 09:32:00
Record Updated:	2016-11-04 09:32:00
Updated By:	AMSERVIS
Crossref ID:	NYD056301971
Cross Ref Type Code:	06
Cross Ref Type:	RCRA EPA ID No.
Record Added Date:	2011-03-28 14:32:00
Record Updated:	2011-03-28 14:32:00
Updated By:	EMZUK

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

Name:	RED DEVIL PAINT-OFF-SITE
Address:	30 NORTH WEST STREET
City,State,Zip:	MOUNT VERNON, NY 10550
Program:	BCP
Site Code:	426692
Acres:	0.250
HW Code:	C360031A
SWIS:	6008
Town:	Mt Vernon (c)
Record Added Date:	03/26/2010
Record Updated Date:	10/07/2021
Update By:	KJCARPEN
Site Description:	"Location: The Red Devil Off-Site area is comprised of two county-owned parcels, totaling approximately one-quarter acre, that is considered the area of impact outside of the Red Devil Paint Brownfield Cleanup Program (BCP) site (Site No.C360031). The off-site contamination consists of the remaining light non-aqueous phase liquid (LNAPL), groundwater, surface water and sediment contamination downgradient of the BCP site. The off-site operable unit 01A interim remedial measure (IRM) is designed to recover any LNAPL which migrates onto the off-site area or into the Bronx River from the BCP site. LNAPL migration from the BCP site is controlled by two horizontal extraction wells preventing migration of contamination from the on-site property (BCP site) to the off-site property. Red Devil on-site (BCP site) is located at 30 North West Street in City of Mount Vernon, in southern Westchester County. Both on-site and off-site areas are surrounded by commercial and industrial land uses and transportation rights-of-way. The sites are located in a mixed-use urban area of Mt. Vernon just upstream (north) of Mt. Vernon Avenue Bridge and the Mt Vernon East Rail Station. The off-site area is located between the Metro North rail lines on the east and the Bronx River on the west. This area is approximately 650 feet west and downgradient of residential properties. Site Features: The off-site area is approximately 115 feet northwest of the Red Devil Paint Site. It is a long and narrow sloping parcel of land that has no buildings or structures and is about 500 feet in length and between 20 to 80 feet in width. It includes the steeply sloped embankment downgradient of the Metro North right-of-way. The Metro-North rail lines separate the Red Devil Paint BCP site from the off-site area. Current Zoning and Land Use: The off-site area is isolated by transportation rights-of-way and a channelized segment of the Bronx River. It is inaccessible to vehicles and is heavily vegetated and overgrown. It is zoned commercial-industrial. The Bronx River is the only freshwater river that flows through New York City. It is designated as a Class (B) water in Mount Vernon. The Bronx River outlets into the East River as the third tributary above the mouth. The Bronx River has current and historical pollution impacts associated with the industrial and urban areas through which it flows. The Bronx River Alliance (along with other local environmental groups) have successfully implemented municipality pollution protections for the river which has resulted in water quality improvements and increased biodiversity the river. Past Uses of the Site: Industrial activities have been occurring at the Red Devil site (BCP on-site area) for more than 80 years. The Egler and Sons Baking Company constructed a baking factory on the property in 1908. Between 1908 and 1940, the site was owned and operated by several bakeries including Shults Bread Company, Bakery Services Corporation and

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

Continental Baking Corporation. Over this period of time, sheds, a mill, and a garage were constructed on the property. During the late 1940s and early 1950s, Red Devil Paints and Chemicals, Inc. began operations at the Site. Insilco Corporation acquired Red Devil Paint and purchased the site in 1985. Insilco continued to operate the facility until operations ceased in 1990. A self-storage company began leasing the site property and building(s) from Insilco in 1991, and the site is currently operated as a self-storage facility. The Red Devil Paint off-site area has not been used for residential, commercial or industrial uses during its history. No buildings were located on Sanborn maps dating back to 1887. The 1918 Sanborn map shows the first occurrence of what is now known as the Metro North rail line. Following the installation of the rail line, public access to the off-site parcel was cut off via a fence on both sides of the rail line, as well as a fence along the southern site boundary (off-site) and a 20-foot drop from the north end of the bridge. No activities have been recorded or are attributed to the off-site parcel. Site Geology and Hydrogeology: The subsurface consists of brown sand with some gravel from 0 to 4 feet below ground surface (bgs). From 4 to 12 feet bgs is a layer of fill material including cobbles and boulders. The depth to groundwater is 7 to 10 feet bgs. Groundwater flows west. The hydraulic gradient is non-uniform, and the LNAPL is discharging into the river at a specific location rather than as a consistent uniform flow. Nearby bridge abutments have created a funneling effect on groundwater flow. While groundwater passes readily through the overburden it cannot pass through the concrete abutment. The abutment channels flow toward the Bronx River. Preferential pathways exist in localized areas where groundwater moves through areas with larger grain size (i.e. riprap and cobbles). Bedrock is exposed along the riverbed and is estimated to be 25 feet bgs on the west side of the site. "

Env Problem: "Nature and Extent of Contamination: For Red Devil Paint off-site area, the primary contaminant of concern is the light non-aqueous phase liquid (LNAPL) from the former Red Devil Paint BCP site. Occasionally, the LNAPL seeps into the Bronx River. The NYSDEC maintains an absorbent boom system in the Bronx River to collect any remaining mobile LNAPL that is migrating through the off-site area, since the on-site remedy has curtailed LNAPL leaving the BCP on-site. If present, LNAPL is removed from recovery wells in the off-site area using absorbent socks. LNAPL - LNAPL was analyzed for light alcohols, VOCs and gel permeation chromatography to determine the functional groups of the polymer chains. The LNAPL is a mixture consisting of mineral spirits, mineral spirit solvents including toluene-2-4 diisocyante (TDI), phthalic anhydride (PA), di-t-butylmethylphenol (BHT), dibutylphthalate, dipalmitin and a mix of polymers. Concentrations of TDI and PA found in the LNAPL ranged from 2,600 to 4,200 ppm and from 900 to 1,100 ppm, respectively. The remaining LNAPL is a source of dissolved-phase contamination to the groundwater. When the LNAPL is exposed to a vacuum or the atmosphere the mineral spirits evaporate, leaving behind a gelled mass of polymers. The LNAPL thickness at two off-site recovery wells has decreased from over 0.51 feet of LNAPL in 2007 to no LNAPL present in 2019. LNAPL at recovery well DW-17 was present in too small a quantity to measure the thickness in 2017 and 2018 and was not present in 2019. While LNAPL at DW-18 has been consistently measured at 0.13 feet in 2017 and 2018, LNAPL was not present in 2019. Recovery wells DW-16 and DW-19 have not had any measurable LNAPL

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

since 2007. Off-site LNAPL thickness has decreased since the implementation of the on-site Dual Phase Extraction System (DPES). Continued operation of the DPES will prevent additional NAPL from entering the off-site area. Groundwater - Groundwater in the off-site area was sampled for VOCs, SVOCs, metals and per- and polyfluoroalkyl substances (PFAS). TDI was detected in two off-site groundwater monitoring wells at approximately 130 ppb. The volatile organic compounds benzene, toluene and isopropylbenzene were detected in two off-site wells at maximum concentrations of 5.9 parts per billion (ppb), 9.3 ppb and 32 ppb, respectively. The groundwater standards for benzene, toluene and isopropylbenzene are 1 ppb, 5 ppb and 5 ppb, respectively. No semi-volatile organic compounds were detected above groundwater standards in off-site wells. The metals lead and manganese were detected in off-site groundwater wells at maximum total concentrations of 25.7 ppb and 3,330 ppb, respectively; no filtered/dissolved data were available. The groundwater standard for lead is 25 ppb and 300 ppb for manganese; however, these are not site-related constituents. The PFAS perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) were reported at concentrations of up to 23 and 11 parts per trillion (ppt), respectively, exceeding the drinking water Maximum Contaminant Level of 10 ppt. No other individual PFAS exceeded the 10 ppt screening level. These concentrations are typical of those observed in urban areas. 1,4 dioxane was not detected in any groundwater samples. Soil - Ten soil samples from 0-2 feet below ground surface (bgs) were collected in the off-site area. PAHs and metals were present but are not related to the former Red Devil Paint site; rather, these constituents are likely related to urban and railroad use. Benzo(a)pyrene was detected above commercial soil cleanup objectives (SCOs) at a maximum of 1,800 ug/kg compared to the SCO of 1,000 ug/kg. Copper was detected at maximum of 424 mg/kg compared to the SCO of 270 mg/kg. Subsurface soil samples collected in the off-site area did not exceed commercial soil cleanup objectives for contaminants of concern. However, off-site soils within the LNAPL flow path contain site-related contaminants of concern. Sediment Fifteen sediment samples were collected along the Bronx River. All samples were analyzed for VOCs, SVOCs and TAL metals including mercury and cyanide with some samples being sampled for total organic carbon (TOC). One site-related compound, isopropylbenzene was detected above standards and ranged from 7.5 to 2,436 ppb in three sediment samples. Site specific sediment guidance value for isopropylbenzene in river sediments is 169 ppb. Sediment guidance values were calculated for each contaminant using methodology in the NYSDEC Technical Guidance (Section 3.10 2002) and Fish and Wildlife Impact Analysis for Inactive Hazardous Waste Sites (1994) as part of the Fish Wildlife Impact Assessment (FWIA). Several SVOCs were detected in sediment samples. The source of SVOCs was attributed to upstream and downstream sources based on data proximity to storm sewer outfalls and not related to the site. Surface Water - Fifteen samples were collected and analyzed for VOCs and SVOCs and metals. Iron was detected above screening criteria in all surface water samples including upstream and downstream samples. Elevated iron concentrations upstream indicate that the off-site is not the source of iron in surface water. No site related contaminants were detected at concentrations above Surface Water Screening Criteria (SWSC). SWSC are determined by the most stringent standard between NYSDEC TOGS Water Quality Standards, EPA Water Quality Criteria and EPA

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

Freshwater Screening Benchmarks. As long as the on-site remedy continues to operate as designed to recover the LNAPL and control migration, the LNAPL plume no longer migrates onto the off-site area. Further the LNAPL is converted to a solidified polymer upon contact with air and is not impacting surface water. Site related VOCs and SVOCs are successfully controlled by the on-site remedy. Soil Vapor The soil vapor media was not sampled as part of site environmental investigations. An investigation of the potential for soil vapor intrusion to occur is not warranted as there are no current buildings and thus soil vapor intrusion is not a current concern. Also, soil vapor intrusion is not a future concern, since construction and use of any buildings is not feasible based on the site location, inaccessibility, and limiting size and steep slope. Special Resources Impacted/Threatened: The Bronx River is the only freshwater river that runs through New York City. A Fish and Wildlife Impact Analysis (FWIA) was performed in 2009 as a part of the On-site Red Devil investigation. The results of the FWIA indicate potential risk to ecological receptors within and along the Bronx River. However, the absorbent booms collect the contamination, which is properly disposed off-site. The Site Management Plan (SMP) will incorporate monitoring of sediment in the Bronx River to ensure ecological receptors are being protected by the remedy. "

Health Problem:	"The site is adjacent to Metro North railroad tracks, is partially fenced, heavily vegetated and generally inaccessible due to the steep slope leading down to the Bronx River, all which significantly impede access and future redevelopment. People who do enter the site could contact contaminated riverbank sediments or LNAPL trapped within the boom system. Groundwater at the site is not used for drinking or other purposes and the area is served by a public water supply that obtains water from a different source not affect by this contamination. Volatile organic compounds in soil vapor (air spaces within the soil) may move into overlying structures and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants does not represent a current concern. Due to physical site constraints, future site redevelopment is unlikely, therefore soil vapor intrusion is not a future concern."
Dump:	False
Structure:	False
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	2010-04-23 12:03:00
Record Upd:	2020-12-23 11:28:00
Updated By:	KJCARPEN
Own Op:	1
Sub Type:	06
Owner Name:	Karen Timco
Owner Company:	Metro North Railroad
Owner Address:	525 North Broadway
Owner Addr2:	Not reported
Owner City,St,Zip:	White Plains, NY 10603

RED DEVIL PAINT-OFF-SITE (Continued) **S105586348**

Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	Mount Vernon Public Library
Owner Address:	28 South 1st Ave
Owner Addr2:	Not reported
Owner City,St,Zip:	Mount Vernon, NY 10550
Owner Country:	United States of America
HW Code:	C360031A
Waste Type:	toluene 2,4-diisocyanate
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031A
Waste Type:	toluene 2,4-diisocyanate
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031A
Waste Type:	isopropyl alcohol
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031A
Waste Type:	phthalic anhydride
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031A
Waste Type:	dibutyl phthalate
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031A
Waste Type:	benzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031A
Waste Type:	isopropylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C360031A
Waste Type:	toluene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	NYD056301971
Cross Ref Type Code:	06
Cross Ref Type:	RCRA EPA ID No.
Record Added Date:	2011-03-28 14:33:00
Record Updated:	2011-03-28 14:33:00
Updated By:	EMZUK

182 ENE 1/2-1 0.844 mi. 4454 ft. | **SIGNO TRADING CORP.**
1 LYON PLACE
MOUNT VERNON, NY 10550 | **NY SHWS** | **S105973044**
N/A

Relative: Lower

Actual: 97 ft.

SHWS:

Name:	SIGNO TRADING CORP.
Address:	1 LYON PLACE
City,State,Zip:	MOUNT VERNON, NY 10550
Program:	HW
Site Code:	57516
Classification:	C
Region:	3
Acres:	Not reported
HW Code:	360008
Record Add:	11/18/1999
Record Upd:	03/21/2008
Updated By:	RRPERGAD
Site Description:	" Location description: A densely populated area in the City of Mount Vernon. Predominant Site Features: An abandoned two-story building, 25 feet by 100 feet in size. Current Use: Unknown Surrounding Uses: Residential, commercial, light industrial Historical Source(s)of Contamination: Approximately 65 drums of chemicals which were abandoned when Signo vacated the property in January of 1983 and which were damaged by storm water entering through leaks in the roof. Investigations/actions performed to date: Pursuant to Orders issued by the NYS Supreme Court in White Plains and DEC, remedial action was completed in 1984. Current actions: No further action is required. March 18, 2008: The NYSDEC has neither received nor sought additional information on this site since the project was closed in 1984. No update of the Site Description above is planned. "
Env Problem:	"Contaminants of Concern: Assorted unidentified chemicals Impacted Media: None identified Known SCG Exceedances: None identified Special Resources impacted/threatened: Prior to remediation, there had been a potential for chemicals to enter the storm sewer and migrate to the Hutchinson River. Significant Threat: Site has been remediated, no significant threat remains."
Health Problem:	"NYSDOH has insufficient information to fully evaluate the potential for human exposures."
Dump:	False
Structure:	True
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	00:00:00:0 / 00:00:00:0
Dell:	False
Record Add:	1999-11-18 12:00:00
Record Upd:	1999-11-18 12:00:00
Updated By:	INITIAL
Own Op:	1
Sub Type:	E
Owner Name:	Not reported
Owner Company:	Signo Trading Intl./SCI Equip & Tec
Owner Address:	200-208 SOUTH 14TH AVENUE
Owner Addr2:	Not reported
Owner City,St,Zip:	MOUNT VERNON, NY 10550

SIGNO TRADING CORP. (Continued) **S105973044**

Owner Country:	United States of America
HW Code:	360008
Waste Type:	ASSORTED CHEM. - ORGANICS
Waste Quantity:	65 DRUMS OF ASSORTED SIZE
Waste Code:	Not reported
Crossref ID:	088
Cross Ref Type Code:	14
Cross Ref Type:	Assembly District
Record Added Date:	1999-11-18 12:00:00
Record Updated:	2005-02-24 15:54:00
Updated By:	INITIAL

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183 West 1/2-1 0.854 mi. 4509 ft. **NAVAL IND. RESRV PLANT** **FUDS** **1024899343**
N/A

BRONX, NY

Relative: Lower
Actual: 114 ft.

FUDS:

EPA Region:	2
Installation ID:	NY29799F952900
Congressional District Number:	16
Name:	NAVAL IND. RESRV PLANT
FUDS Number:	C02NY1068
City:	BRONX
State:	NY
County:	BRONX
Object ID:	3285
USACE Division:	NAD
USACE District:	New England District (NAE)
Status:	Properties without projects
Current Owner:	Not reported
EMS Map Link:	https://fudsportal.usace.army.mil/ems/ems/inventory/map/map?id=54914
Eligibility:	Eligible
Has Projects:	No
NPL Status:	Not on the NPL
Property History:	Farrad Optical produced lenses for the Navy until 1951. The retained property consists of a reserve center and a parking area for same. The other portion is part of Our Lady of Mercy Hospital.
Project Required:	No
Feature Description:	Not reported
Latitude:	40.90083333
Longitude:	-73.85722222

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184 ESE 1/2-1 0.926 mi. 4887 ft. **PPG INDUSTRIES INC** **SEMS** **1000161179**
716 S COLUMBUS AVE **CORRACTS** **NYD000631960**
MT VERNON, NY 10550 **RCRA-LQG**
US AIRS
NJ MANIFEST

Relative: Lower
Actual: 21 ft.

SEMS:

Site ID:	0203059
EPA ID:	NYD000631960
Name:	SPRAYLAT CORPORATION
Address:	117 ANDERSON AVE.

PPG INDUSTRIES INC (Continued) **1000161179**

Address 2:	Not reported
City,State,Zip:	MOUNT VERNON, NY 10550
Cong District:	20
FIPS Code:	36119
Latitude:	Not reported
Longitude:	Not reported
FF:	N
NPL:	Not on the NPL
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information

SEMS Detail:

Region:	02
Site ID:	0203059
EPA ID:	NYD000631960
Site Name:	SPRAYLAT CORPORATION
NPL:	N
FF:	N
OU:	00
Action Code:	OO
Action Name:	SITE REASS
SEQ:	1
Start Date:	2022-03-25 05:00:00
Finish Date:	2022-03-25 05:00:00
Qual:	N
Current Action Lead:	EPA Perf In-Hse

Region:	02
Site ID:	0203059
EPA ID:	NYD000631960
Site Name:	SPRAYLAT CORPORATION
NPL:	N
FF:	N
OU:	00
Action Code:	DS
Action Name:	DISCVRY
SEQ:	1
Start Date:	1989-06-06 04:00:00
Finish Date:	1989-06-06 04:00:00
Qual:	Not reported
Current Action Lead:	EPA Perf

Region:	02
Site ID:	0203059
EPA ID:	NYD000631960
Site Name:	SPRAYLAT CORPORATION
NPL:	N
FF:	N
OU:	00
Action Code:	PA
Action Name:	PA
SEQ:	1
Start Date:	Not reported
Finish Date:	1989-07-20 04:00:00
Qual:	D
Current Action Lead:	EPA Perf

PPG INDUSTRIES INC (Continued) **1000161179**

CORRACTS:

Name:	PPG INDUSTRIES INC
Address:	716 S COLUMBUS AVE
Address 2:	Not reported
EPA ID:	NYD000631960
Area Name:	SITEWIDE
Corrective Action:	CA PRIORITIZATION-LOW CA PRIORITY
Actual Date:	19931019
Air Release Indicator:	Not reported
Groundwater Release Indicator:	Not reported
Soil Release Indicator:	Not reported
Surface Water Release Indicator:	Not reported

RCRA-LQG:

Date Form Received by Agency:	20140224
Handler Name:	PPG INDUSTRIES INC
Handler Address:	716 S COLUMBUS AVE
Handler City,State,Zip:	MT VERNON, NY 10550
EPA ID:	NYD000631960
Contact Name:	JOSEPH M FRANK
Contact Address:	COLFAX ST
Contact City,State,Zip:	SPRINGDALE, PA 15144
Contact Telephone:	724-274-3884
Contact Fax:	724-274-3871
Contact Email:	JOSEPHFRANK@PPQ.COM
Contact Title:	EHS MANAGER
EPA Region:	02
Land Type:	Private
Federal Waste Generator Description:	Large Quantity Generator
Non-Notifier:	Not reported
Biennial Report Cycle:	2013
Accessibility:	Not reported
Active Site Indicator:	Handler Activities
State District Owner:	NY
State District:	NYSDEC R3
Mailing Address:	COLFAX ST
Mailing City,State,Zip:	SPRINGDALE, PA 15144
Owner Name:	TALYARPS CORP
Owner Type:	Private
Operator Name:	PPG INDUSTRIES INC.
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	Low
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Biennial: List of Years
Year: 2013

Click Here for Biennial Reporting System Data:
Year: 2007

Click Here for Biennial Reporting System Data:
Year: 2005

Click Here for Biennial Reporting System Data:
Year: 2003

Click Here for Biennial Reporting System Data:
Year: 2001

PPG INDUSTRIES INC (Continued) **1000161179**

Click Here for Biennial Reporting System Data:

Hazardous Waste Summary:

Waste Code: D001
Waste Description: IGNITABLE WASTE

Waste Code: D002
Waste Description: CORROSIVE WASTE

Waste Code: D003
Waste Description: REACTIVE WASTE

Waste Code: D005
Waste Description: BARIUM

Waste Code: D007
Waste Description: CHROMIUM

Waste Code: D008
Waste Description: LEAD

Waste Code: D011
Waste Description: SILVER

Waste Code: D026
Waste Description: CRESOL

Waste Code: D035
Waste Description: METHYL ETHYL KETONE

Waste Code: F001
Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLORETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: F003
Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: F005
Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS

PPG INDUSTRIES INC (Continued) **1000161179**

CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: K078
Waste Description: Not Defined

Waste Code: P029
Waste Description: COPPER CYANIDE (OR) COPPER CYANIDE CU(CN)

Waste Code: P098
Waste Description: POTASSIUM CYANIDE (OR) POTASSIUM CYANIDE K(CN)

Waste Code: P104
Waste Description: SILVER CYANIDE (OR) SILVER CYANIDE AG(CN)

Waste Code: P106
Waste Description: SODIUM CYANIDE (OR) SODIUM CYANIDE NA(CN)

Waste Code: U052
Waste Description: CRESOL (CRESYLIC ACID) (OR) PHENOL, METHYL-

Waste Code: U133
Waste Description: HYDRAZINE (R,T)

Waste Code: U134
Waste Description: HYDROFLUORIC ACID (C,T) (OR) HYDROGEN FLUORIDE (C,T)

Waste Code: U219
Waste Description: THIOUREA

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name:	716 S COLUMBUS AVENUE
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	716 S COLUMBUS AVENUE
Owner/Operator City,State,Zip:	OPERCITY, NY 99999
Owner/Operator Telephone:	914-699-3030
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	MOUNT HAMPTON REALTY CO
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	2 GRAMMATAN AVE
Owner/Operator City,State,Zip:	MOUNT VERNON, NY 10550
Owner/Operator Telephone:	914-668-8422
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Owner/Operator Indicator:	Operator
Owner/Operator Name:	SPRAYLAT CORPORATION
Legal Status:	Private
Date Became Current:	19850901
Date Ended Current:	Not reported
Owner/Operator Address:	SPARKS AVE
Owner/Operator City,State,Zip:	PELHAM, NY 10803
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	SPRAYLAT CORPORATION
Legal Status:	Private
Date Became Current:	19850901
Date Ended Current:	Not reported
Owner/Operator Address:	SPARKS AVE
Owner/Operator City,State,Zip:	PELHAM, NY 10803
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	SPRAYLAT CORPORATION
Legal Status:	Private
Date Became Current:	19850901
Date Ended Current:	Not reported
Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	Not reported
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	SPRAYLAT CORPORATION
Legal Status:	Private
Date Became Current:	19850901
Date Ended Current:	Not reported
Owner/Operator Address:	143 SPARKS AVE
Owner/Operator City,State,Zip:	PELHAM, NY 10803
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	SPRAYLAT CORPORATION
Legal Status:	Private
Date Became Current:	19850901
Date Ended Current:	Not reported
Owner/Operator Address:	143 SPARKS AVE.
Owner/Operator City,State,Zip:	PELHAM, NY 10803
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	PPG INDUSTRIES INC.
Legal Status:	Private
Date Became Current:	20121218
Date Ended Current:	Not reported
Owner/Operator Address:	3465 LA CIENEGA BLVD
Owner/Operator City,State,Zip:	LOS ANGELES, CA 90016
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	MOUNT HAMPTON REALTY CO
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	2 GRAMMATAN AVE
Owner/Operator City,State,Zip:	MOUNT VERNON, NY 10550
Owner/Operator Telephone:	914-668-8422
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	TALYARPS CORP
Legal Status:	Private
Date Became Current:	20121218
Date Ended Current:	Not reported
Owner/Operator Address:	3465 LA CIENEGA BLVD
Owner/Operator City,State,Zip:	LOS ANGELES, CA 90016
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	TALYARPS CORPORATION
Legal Status:	Private
Date Became Current:	20131218
Date Ended Current:	Not reported
Owner/Operator Address:	334 W 86TH ST SUITE 15A
Owner/Operator City,State,Zip:	NEW YORK, NY 10024
Owner/Operator Telephone:	914-661-6640
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	SPRAYLAT CORPORATION
Legal Status:	Private
Date Became Current:	19850901
Date Ended Current:	Not reported
Owner/Operator Address:	SPARKS AVE

PPG INDUSTRIES INC (Continued) **1000161179**

Owner/Operator City,State,Zip:	PELHAM, NY 10803
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	SPRAYLAT CORPORATION
Legal Status:	Private
Date Became Current:	19801231
Date Ended Current:	Not reported
Owner/Operator Address:	SPARKS AVENUE
Owner/Operator City,State,Zip:	PELHAM, NY 10803
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	PPG INDUSTRIES INC
Legal Status:	Private
Date Became Current:	20131213
Date Ended Current:	Not reported
Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	Not reported
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	19801119
Handler Name: SPRAYLAT CORP	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20140224
Handler Name: PPG INDUSTRIES INC	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Receive Date: 19801119
Handler Name: SPRAYLAT CORP
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20060220
Handler Name: SPRAYLAT CORPORATION
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: SPRAYLAT CORPORATION
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19800804
Handler Name: SPRAYLAT CORP
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20130201
Handler Name: PPG INDUSTRIES INC
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: Yes

PPG INDUSTRIES INC (Continued) **1000161179**

Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19900301
Handler Name: SPRAYLAT CORPORATION	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19920124
Handler Name: SPRAYLAT COR	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19940509
Handler Name: SPRAYLAT CORP	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19960217
Handler Name: SPRAYLAT CORP	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No

PPG INDUSTRIES INC (Continued) **1000161179**

Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19980226
Handler Name: SPRAYLAT CORPORATION
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20010101
Handler Name: SPRAYLAT CORPORATION
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20020228
Handler Name: SPRAYLAT CORPORATION
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20040224
Handler Name: SPRAYLAT CORPORATION
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20060221
Handler Name: SPRAYLAT CORPORATION

PPG INDUSTRIES INC (Continued) **1000161179**

Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	Not reported
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070228
Handler Name:	SPRAYLAT CORPORATION
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	Not reported
Large Quantity Handler of Universal Waste:	Yes
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Code:	32551
NAICS Description:	PAINT AND COATING MANUFACTURING

Facility Has Received Notices of Violation:

Found Violation:	Yes
Agency Which Determined Violation:	EPA
Violation Short Description:	Generators - General
Date Violation was Determined:	20020108
Actual Return to Compliance Date:	20020605
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	EPA
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20020429
Enforcement Responsible Agency:	EPA
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	R2EJG
Enforcement Responsible Sub-Organization:	RCB
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Generators - General
Date Violation was Determined:	19890227
Actual Return to Compliance Date:	19891020
Return to Compliance Qualifier:	Observed
Violation Responsible Agency:	State
Scheduled Compliance Date:	19890928
Enforcement Identifier:	002
Date of Enforcement Action:	19890327
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	NYDEC
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	EPA
Violation Short Description:	Generators - General
Date Violation was Determined:	19940527
Actual Return to Compliance Date:	19940724
Return to Compliance Qualifier:	Observed
Violation Responsible Agency:	EPA
Scheduled Compliance Date:	19940720

PPG INDUSTRIES INC (Continued) **1000161179**

Enforcement Identifier:	000
Date of Enforcement Action:	19940620
Enforcement Responsible Agency:	EPA
Enforcement Docket Number:	Not reported
Enforcement Attorney:	R2
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	R2AHJ
Enforcement Responsible Sub-Organization:	RCB
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	EPA
Violation Short Description:	Generators - General
Date Violation was Determined:	20020108
Actual Return to Compliance Date:	20020605
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	EPA
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20020605
Enforcement Responsible Agency:	EPA
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	R2EJG
Enforcement Responsible Sub-Organization:	RCB
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	EPA
Violation Short Description:	Generators - General
Date Violation was Determined:	19980810
Actual Return to Compliance Date:	19990526
Return to Compliance Qualifier:	Observed
Violation Responsible Agency:	EPA
Scheduled Compliance Date:	19981024
Enforcement Identifier:	000
Date of Enforcement Action:	19990422
Enforcement Responsible Agency:	EPA
Enforcement Docket Number:	II RCRA-98-0206
Enforcement Attorney:	R2GN
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	FINAL 3008(A) COMPLIANCE ORDER
Enforcement Responsible Person:	R2BG
Enforcement Responsible Sub-Organization:	RCB
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	46500
Paid Amount:	Not reported
Final Count:	1
Final Amount:	46500

Found Violation:	Yes
Agency Which Determined Violation:	EPA
Violation Short Description:	Generators - General
Date Violation was Determined:	19940527
Actual Return to Compliance Date:	19940724
Return to Compliance Qualifier:	Observed
Violation Responsible Agency:	EPA
Scheduled Compliance Date:	19940720

PPG INDUSTRIES INC (Continued) **1000161179**

Enforcement Identifier:	000
Date of Enforcement Action:	19940620
Enforcement Responsible Agency:	EPA
Enforcement Docket Number:	Not reported
Enforcement Attorney:	R2
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	R2AHJ
Enforcement Responsible Sub-Organization:	RCB
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: No
Agency Which Determined Violation: Not reported
Violation Short Description: Not reported
Date Violation was Determined: Not reported
Actual Return to Compliance Date: Not reported
Return to Compliance Qualifier: Not reported
Violation Responsible Agency: Not reported
Scheduled Compliance Date: Not reported
Enforcement Identifier: Not reported
Date of Enforcement Action: Not reported
Enforcement Responsible Agency: Not reported
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: Not reported
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number:Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: Not reported
Enforcement Responsible Person: Not reported
Enforcement Responsible Sub-Organization: Not reported
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: No
Agency Which Determined Violation: Not reported
Violation Short Description: Not reported
Date Violation was Determined: Not reported
Actual Return to Compliance Date: Not reported
Return to Compliance Qualifier: Not reported
Violation Responsible Agency: Not reported
Scheduled Compliance Date: Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported
Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported
Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported
Found Violation:	Yes
Agency Which Determined Violation:	EPA
Violation Short Description:	Generators - General
Date Violation was Determined:	19940527
Actual Return to Compliance Date:	19940724
Return to Compliance Qualifier:	Observed
Violation Responsible Agency:	EPA
Scheduled Compliance Date:	19940720

PPG INDUSTRIES INC (Continued) **1000161179**

Enforcement Identifier:	000
Date of Enforcement Action:	19940620
Enforcement Responsible Agency:	EPA
Enforcement Docket Number:	Not reported
Enforcement Attorney:	R2
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	R2AHJ
Enforcement Responsible Sub-Organization:	RCB
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Generators - General
Date Violation was Determined:	19860326
Actual Return to Compliance Date:	19861027
Return to Compliance Qualifier:	Observed
Violation Responsible Agency:	State
Scheduled Compliance Date:	19860717
Enforcement Identifier:	001
Date of Enforcement Action:	19860617
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	NYDEC
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported
Found Violation:	Yes
Agency Which Determined Violation:	EPA
Violation Short Description:	Generators - General
Date Violation was Determined:	19980810
Actual Return to Compliance Date:	19990526
Return to Compliance Qualifier:	Observed
Violation Responsible Agency:	EPA
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	000
Date of Enforcement Action:	19980924
Enforcement Responsible Agency:	EPA
Enforcement Docket Number:	Not reported
Enforcement Attorney:	R2GN
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	INITIAL 3008(A) COMPLIANCE
Enforcement Responsible Person:	R2BG
Enforcement Responsible Sub-Organization:	RCB
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	146850
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported
Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported
Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	EPA
Violation Short Description:	Generators - General
Date Violation was Determined:	19940527
Actual Return to Compliance Date:	19940724
Return to Compliance Qualifier:	Observed
Violation Responsible Agency:	EPA
Scheduled Compliance Date:	19940720
Enforcement Identifier:	000
Date of Enforcement Action:	19940620
Enforcement Responsible Agency:	EPA
Enforcement Docket Number:	Not reported
Enforcement Attorney:	R2
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	R2AHJ
Enforcement Responsible Sub-Organization:	RCB
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Evaluation Action Summary:

Evaluation Date:	20020108
Evaluation Responsible Agency:	EPA
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2PFC
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	20020605
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	19890227
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYDEC
Evaluation Responsible Sub-Organization:	Not reported
Actual Return to Compliance Date:	19891020
Scheduled Compliance Date:	19890928
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Evaluation Date:	19940527
Evaluation Responsible Agency:	EPA
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2AHJ
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	19940724
Scheduled Compliance Date:	19940720
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20020108
Evaluation Responsible Agency:	EPA
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2PFC
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	20020605
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	19980318
Evaluation Responsible Agency:	EPA
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2BG
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	19990526
Scheduled Compliance Date:	19981024
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	19940527
Evaluation Responsible Agency:	EPA
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2AHJ
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	19940724
Scheduled Compliance Date:	19940720
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20080205
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYWME

PPG INDUSTRIES INC (Continued) **1000161179**

Evaluation Responsible Sub-Organization:	R3
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	19940531
Evaluation Responsible Agency:	EPA
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2MD
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20140409
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYFKY
Evaluation Responsible Sub-Organization:	R3
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	19850920
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYDEC
Evaluation Responsible Sub-Organization:	Not reported
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20070814
Evaluation Responsible Agency:	EPA
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2MD
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	19940527
Evaluation Responsible Agency:	EPA
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2AHJ
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	19940724
Scheduled Compliance Date:	19940720
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	19860326
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYDEC
Evaluation Responsible Sub-Organization:	Not reported
Actual Return to Compliance Date:	19861027
Scheduled Compliance Date:	19860717
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	19980318
Evaluation Responsible Agency:	EPA
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2BG
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	19990526
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	19980810
Evaluation Responsible Agency:	EPA
Found Violation:	No
Evaluation Type Description:	SIGNIFICANT NON-COMPLIER
Evaluation Responsible Person Identifier:	Not reported
Evaluation Responsible Sub-Organization:	Not reported
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	19950512
Evaluation Responsible Agency:	State

PPG INDUSTRIES INC (Continued) **1000161179**

Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYWBY
Evaluation Responsible Sub-Organization:	R3
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	19940527
Evaluation Responsible Agency:	EPA
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2AHJ
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	19940724
Scheduled Compliance Date:	19940720
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	19990526
Evaluation Responsible Agency:	EPA
Found Violation:	No
Evaluation Type Description:	NOT A SIGNIFICANT NON-COMPLIER
Evaluation Responsible Person Identifier:	Not reported
Evaluation Responsible Sub-Organization:	Not reported
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

US AIRS MINOR:

Envid:	1000161179
Region Code:	02
Programmatic ID:	AIR NY0000003550800219
Facility Registry ID:	110000880020
D and B Number:	Not reported
Primary SIC Code:	2851
NAICS Code:	325510
Default Air Classification Code:	MIN
Facility Type of Ownership Code:	POF

PPG INDUSTRIES INC (Continued) **1000161179**

Air CMS Category Code: Not reported
HPV Status: Not reported

US AIRS MINOR:
Region Code: 02
Programmatic ID: AIR NY0000003550800219
Facility Registry ID: 110000880020
Air Operating Status Code: OPR
Default Air Classification Code: MIN
Air Program: State Implementation Plan for National Primary and Secondary Ambient Air Quality Standards
Activity Date: 2003-02-05 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

NJ MANIFEST:
EPA Id: NYD000631960
Mail Address: Not reported
Mail City/State/Zip: Not reported
Facility Phone: Not reported
Emergency Phone: Not reported
Contact: Not reported
Comments: Not reported
SIC Code: Not reported
County: 00
Municipal: 00
Previous EPA Id: Not reported
Gen Flag: X
Trans Flag: Not reported
TSDF Flag: Not reported
Name Change: Not reported
Date Change: Not reported

Manifest:
Manifest Number: NJA5115402
EPA ID: NYD000631960
Date Shipped: 10/04/2005
TSDF EPA ID: NJD002454544
Transporter EPA ID: NJD002454544
Transporter 2 EPA ID: Not reported
Transporter 3 EPA ID: Not reported
Transporter 4 EPA ID: Not reported
Transporter 5 EPA ID: Not reported
Transporter 6 EPA ID: Not reported
Transporter 7 EPA ID: Not reported
Transporter 8 EPA ID: Not reported
Transporter 9 EPA ID: Not reported
Transporter 10 EPA ID: Not reported
Date Trans1 Transported Waste: 10/04/2005
Date Trans2 Transported Waste: Not reported
Date Trans3 Transported Waste: Not reported
Date Trans4 Transported Waste: Not reported
Date Trans5 Transported Waste: Not reported
Date Trans6 Transported Waste: Not reported
Date Trans7 Transported Waste: Not reported
Date Trans8 Transported Waste: Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	10/04/2005
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	11160525
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	009790004JJK
EPA ID:	NYD000631960
Date Shipped:	12/11/2012
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Was Load Rejected:	Not reported
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D001 D002 D003
Hand Code:	Not reported
Quantity:	1.00 gallons
Manifest Year:	Not reported
Waste Code:	D002
Hand Code:	Not reported
Quantity:	2.00 Pounds
Manifest Year:	Not reported
Waste Code:	D001 D007
Hand Code:	Not reported
Quantity:	2.00 Pounds
Manifest Year:	Not reported
Waste Code:	D001 D002 D007
Hand Code:	Not reported
Quantity:	1.00 Pounds
Manifest Number:	009790005JJK
EPA ID:	NYD000631960
Date Shipped:	12/11/2012
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	Not reported
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D009
Hand Code:	Not reported
Quantity:	1.00 Pounds
Manifest Year:	Not reported
Waste Code:	D005 D007
Hand Code:	Not reported
Quantity:	3.00 Pounds

Manifest Number:	NJA5107451
EPA ID:	NYD000631960
Date Shipped:	10/15/2004
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	10/15/2004
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	10/15/2004
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	12030425

PPG INDUSTRIES INC (Continued) **1000161179**

Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	NJA5279624
EPA ID:	NYD000631960
Date Shipped:	12/20/2005
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	12/20/2005
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	12/20/2005
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	02160695
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	NJA5037543
EPA ID:	NYD000631960
Date Shipped:	03/08/2004
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	03/08/2004
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	03/08/2004
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	03300422
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	NJA5030814
EPA ID:	NYD000631960
Date Shipped:	06/24/2004
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD054126164
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	06/24/2004
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	06/24/2004
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	07190421
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	000885579JJK
EPA ID:	NYD000631960
Date Shipped:	01/09/2007
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	01/09/2007
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	01/09/2007
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	F005
Hand Code:	H06
Quantity:	2830 P

PPG INDUSTRIES INC (Continued) **1000161179**

Manifest Year:	Not reported
Waste Code:	F005
Hand Code:	H06
Quantity:	2685 P

Manifest Number:	NJA5107876
EPA ID:	NYD000631960
Date Shipped:	03/30/2005
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	03/30/2005
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	03/30/2005
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	05090521
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	NJA5108911
EPA ID:	NYD000631960
Date Shipped:	06/28/2005
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	06/28/2005
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	06/28/2005
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	07250525
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	NJA5279004
EPA ID:	NYD000631960
Date Shipped:	06/27/2006
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	06/27/2006
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	06/27/2006
TSDF EPA Facility Name:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	07270621
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	009790083JJK
EPA ID:	NYD000631960
Date Shipped:	12/15/2012
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	Not reported
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Waste Code:	D001 D007 D008 D035
Hand Code:	Not reported
Quantity:	4,135.00 Pounds

Manifest Number:	NJA5107433
EPA ID:	NYD000631960
Date Shipped:	10/12/2004
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	10/12/2004
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	10/12/2004
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	11040425
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	NJA5102421
EPA ID:	NYD000631960
Date Shipped:	12/28/2004
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	12/28/2004
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	12/28/2004
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	01280525
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

Manifest Number:	NJA5280122
EPA ID:	NYD000631960
Date Shipped:	03/31/2006
TSDF EPA ID:	NJD002454544
Transporter EPA ID:	NJD002454544
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	03/31/2006
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	03/31/2006
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported

PPG INDUSTRIES INC (Continued) **1000161179**

Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	06090622
Was Load Rejected:	No
Reason Load Was Rejected:	Not reported

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185 SSW 1/2-1 0.931 mi. 4916 ft. **4125-4149 LACONIA AVENUE** **NY SHWS** **S125896293**
4125-4149 LACONIA AVENUE **NY BROWNFIELDS** **N/A**
BRONX, NY 10466

Relative: Lower
Actual: 105 ft.

SHWS:

Name:	4125-4149 LACONIA AVENUE
Address:	4125-4149 LACONIA AVENUE
City,State,Zip:	BRONX, NY 10466
Program:	HW
Site Code:	587754
Classification:	P
Region:	2
Acres:	0.740
HW Code:	203124
Record Add:	04/26/2019
Record Upd:	11/08/2021
Updated By:	HMDUDEK
Site Description:	"This site is managed under site C203124"
Env Problem:	"Nature and Extent of Contamination: Soil: During the 2020 NYSDEC approved Remedial Investigation, fifteen (15) soil borings were installed across the site. Samples were collected and analyzed at areas of observable impact and/or the groundwater interface. Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Metals, PCBs, and Pesticides were analyzed from those samples and exceedances were found. Most notable exceedances include: Tetrachloroethene (PCE) was detected at a maximum concentration of 880 parts per million (ppm) (Commercial Use Soil Cleanup Objective (CSCO): 150 ppm and Protection of Groundwater Soil Cleanup Objective (PoGWSCO): 1.3 ppm). 1,2,4-Trimethylbenzene was detected at a maximum concentration of 16 ppm (CSCO: 190 ppm and PoGWSCO: 3.6 ppm). Barium was detected as a maximum concentration of 420 ppm (CSCO: 400 ppm and PoGWSCO: 350 ppm). Groundwater: Sixteen (16) groundwater sampling locations were sampled during the remedial investigation. Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Metals, PCBs, and Pesticides were analyzed from those samples and exceedances were found. PCE was detected at a maximum concentration of 3,500 parts per billion (ppb) (standard: 5 ppb). Trichloroethene (TCE) was detected at a maximum concentration of 450 ppb (standard: 5 ppb). Chromium, total was detected at a maximum concentration of 78.1 ppb (standard: 50 ppb). High levels of Iron, Manganese and Sodium

4125-4149 LACONIA AVENUE (Continued) **S125896293**

were also detected in the groundwater on-site. For PFAS, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) were reported at concentrations of up to 73.40 and 66.20 parts per trillion (ppt), respectively, exceeding the Maximum Contaminant Level (drinking water standard) of 10 ppt in groundwater. "

Health Problem: "As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns."

Dump: Not reported
Structure: Not reported
Lagoon: Not reported
Landfill: Not reported
Pond: Not reported
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: Not reported
Sub Type: Not reported
Owner Name: Not reported
Owner Company: Not reported
Owner Address: Not reported
Owner Addr2: Not reported
Owner City,St,Zip: Not reported
Owner Country: Not reported
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

BROWNFIELDS:

Name: 4125-4149 LACONIA AVENUE
Address: 4125-4149 LACONIA AVENUE
City,State,Zip: BRONX, NY 10466
Program: BCP
Site Code: 596078
Acres: 0.740
HW Code: C203124
SWIS: 0301
Town: New York City
Record Added Date: 11/06/2019
Record Updated Date: 01/18/2022
Update By: HMDUDEK
Site Description: "Location The 0.74 acre sites is located on the west side of Laconia Avenue between E 230th and E 231st Streets in the Wakefield section of Bronx, City and State of New York. The site is bounded by E 231st Street to the north; residential properties to the west; E 230th Street to the south; and Laconia Avenue to the east. Site Features

4125-4149 LACONIA AVENUE (Continued) **S125896293**

The site contains a one-story building and an asphalt paved parking lot. The footprint of the building is approximately 14,800 square feet and is rectangular in shape. The building contains eight tenant spaces on the first floor, a full basement, and is constructed with concrete foundation walls and a concrete slab. The exterior above-grade walls are composed of masonry and floor/roof decks are constructed of wood frame. The basement of the building is subdivided for use by occupants for general storage purposes. Six of the eight tenant spaces are currently occupied . Two of the eight tenant spaces, previously occupied by a former dry cleaners and hair salon, which share a common basement, are vacant. Support columns for the former dry-cleaning machine are located in the basement of the tenant space identified as 4137 Laconia Avenue (former dry cleaners space). There is one sump located in the tenant space occupied by a grocery/deli and three sumps located in the basement. The exterior paved parking lot is located at the central and western sections of the site, immediately east of the existing building. Current Zoning and Land Use The current zoning for the site is C1-4, which allows for commercial overlays mapped within residence districts that serve local retail needs. The nearest residential properties are located immediately west of the site and across E 230th Street to the north. The surrounding land uses include one and multifamily housing, public facilities and institutions (47th Precinct), parking facilities (47th Precinct) and commercial and office buildings. Past Use of the Site Based on Environmental Data Resources (EDR) Radius Map Report, EDR-City Directory Abstract and historical Sanborn maps, the site was developed with the existing building and parking lot in 1958. Past uses that appear to have led to site contamination include dry cleaner operations that used tetrachloroethene (PCE). Four dry cleaners (collective referred to as the former dry cleaners) operated at the site in the tenant space identified as 4137 Laconia Avenue including Jiffy One Hour Cleaners (operated at the site from approximately 1971 to 1976); Jiffy Quality Cleaners (operated at the site in 1983); Laconia Cleaners (operated at the site from approximately 1985 to 2010); and New Laconia Cleaners operated at the site in 2000. The following environmental concerns are associated with the site: Documented soil, groundwater, soil vapor, and indoor air contamination from the operation of the dry cleaners; and Documented soil vapor and indoor air petroleum-related contamination migrating from the 47th Precinct petroleum spill (spill number 9407396). Site Geology and Hydrogeology The topography in the area surrounding the site slopes to the east and north. The land surface grade of the site is located approximately 105 feet above mean sea level and is generally flat. Based on previous investigations within the building footprint, an approximate one-foot to three-foot layer is present consisting of fine to medium sand with varying amounts of silt, gravel, cobble, and weathered bedrock beneath the building basement concrete slab. This layer was underlain by bedrock at depths ranging from approximately two feet to three and a half feet below the building basement concrete slab. In the southern section of the site, an approximate three-and-a-half-foot layer is present consisting of silty clay with varying amounts of fine to medium sand and gravel, which is underlain by bedrock. Bedrock was encountered approximately nine feet below land surface beneath Laconia Avenue sidewalk, immediately east of the site building. During test pitting activities , groundwater was observed above bedrock, at depths ranging from approximately seven inches to three feet below the

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basement concrete slab. Based on previous investigations completed by others, groundwater was observed at a depth of approximately 9.5 feet to 11 feet below land surface from monitoring wells located on E 230 Street and Laconia Ave sidewalks, immediate south and east of the Site building. According to prior environmental investigation completed at the site, localized groundwater flow appears to be in a northerly to easterly direction and likely mimics land surface and bedrock surface topography."

Env Problem: "Nature and Extent of Contamination: Soil and groundwater were analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals, polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS), and pesticides. Soil vapor was analyzed for VOCs. Based upon investigations conducted to date, the primary contaminants of concern include VOCs, SVOCs and metals in soil, VOCs and SVOCs in groundwater, and chlorinated VOCs in soil vapor. Soil: Soil data were compared to Commercial Use Soil Cleanup Objectives (CUSCOs) and Protection of Groundwater Soil Clean up Objectives (PoGWSCOs). Contaminants of concern are VOCs, and metals to a depth of approximately 13 feet below grade. VOCs identified include tetrachloroethene (PCE) at a maximum concentration of 880 parts per million (ppm) (CCSCO: 150 ppm and PoGWSCO: 1.3 ppm), 1,2,4-Trimethylbenzene at a maximum concentration of 16 ppm (CUSCO: 190 ppm and PoGWSCO: 3.6 ppm), ethylbenzene at a maximum concentration of 3.9 ppm (CCSCO: 390 ppm and PoGWSCO: 1 ppm), total xylenes at a maximum concentration of 16 ppm (CCSCO: 500 ppm and PoGWSCO: 0.26 ppm). No SVOCs, PCBs or pesticides were detected at concentrations exceeding the CUSCOs. Data does not indicate any off-site impacts in soil related to this site. Perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) were reported at concentrations below soil cleanup guidance values for restricted residential use and protection of groundwater within soil.
Groundwater: Groundwater data was compared to the Department's TOGS Ambient Water Quality Standards (NY-AWQS). Contaminants of concern are VOCs, SVOCs, and metals. VOCs identified include tetrachloroethene (PCE) at a maximum concentration of 39,000 parts per billion (ppb) (TOGS: 5 ppb), trichloroethene (TCE) at a maximum concentration of 1,800 ppb (TOGS: 5 ppb), vinyl chloride at a maximum concentration of 42 ppb (TOGS: 2 ppb), toluene at a maximum concentration of 540 ppb (TOGS: 5 ppb), 1,2,4-Trimethylbenzene at a maximum concentration of 1,900 ppb (TOGS: 5 ppb), 1,3,5-Trimethybenze at a maximum concentration of 480 ppb (TOGS: 5 ppb), Benzene at a maximum concentration of 63 ppb (TOGS: 1 ppb), Ethylbenzene at a maximum concentration of 1,600 ppb (TOGS: 5 ppb), Total Xylenes at a maximum concentration of 8,200 ppb (TOGS: 5 ppb). Perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) were reported at concentrations of up to 73.4 and 66.2 parts per trillion (ppt), respectively, exceeding the Maximum Contaminant Level (drinking water standard) of 10 ppt in groundwater. Soil Vapor: Five off-site soil vapor samples were collected throughout the site during the RI. Tetrachloroethene (PCE) was detected at a maximum concentration of 20,000 micrograms per cubic meter (ug/m3). Trichloroethene (TCE) was detected a maximum concentration of 1,400 ug/m3.
Cis-1,2-dichloroethene was detected at a maximum concentration of 290 ug/m3. "

Health Problem: "Direct contact with contaminants in soil is unlikely because the majority of the site is covered with a building and asphalt pavement. Contaminated groundwater at the site is not used for drinking or other

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purposes, and the area is served by a public water supply that obtains water from a different source not affected by site-related contamination. Volatile organic compounds in soil vapor (air spaces within the soil) may move into buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Soil vapor intrusion sampling identified impacts to indoor air quality within the on-site building which represent an exposure concern that is being addressed by installation of a sub-slab depressurization system through an interim remedial measure. Environmental sampling indicates soil vapor intrusion is a potential concern off-site."

Dump:	False
Structure:	False
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	2020-03-05 09:26:00
Record Upd:	2020-03-05 09:27:00
Updated By:	GWBURKE
Own Op:	1
Sub Type:	P02
Owner Name:	George Kondos
Owner Company:	Laconia Properties LLC
Owner Address:	30-29 Steinway Street, 2nd Floor
Owner Addr2:	Not reported
Owner City,St,Zip:	Astoria, NY 11103
Owner Country:	United States of America
Own Op:	6
Sub Type:	P02
Owner Name:	George Kondos
Owner Company:	Laconia Properties LLC
Owner Address:	30-29 Steinway Street, 2nd Floor
Owner Addr2:	Not reported
Owner City,St,Zip:	Astoria, NY 11103
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	New York Public Library-Wakefield Branch
Owner Address:	4100 Lowerre Place
Owner Addr2:	Not reported
Owner City,St,Zip:	Bronx, NY 10466
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	Bronx Community Board 12
Owner Address:	4101 White Plains Rd
Owner Addr2:	Not reported
Owner City,St,Zip:	Bronx, NY 10466
Owner Country:	United States of America
HW Code:	C203124

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Waste Type:	trichloroethene (TCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	trichloroethene (TCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	benzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	1,2,4-trimethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	1,2,4-trimethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	xylene (mixed)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	trans-1,2-dichloroethene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	trans-1,2-dichloroethene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	tetrachloroethene (PCE)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	cis-1,2-dichloroethene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C203124
Waste Type:	ethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	Not reported
Cross Ref Type Code:	Not reported
Cross Ref Type:	Not reported
Record Added Date:	Not reported
Record Updated:	Not reported
Updated By:	Not reported

186 ESE 1/2-1 0.945 mi. 4991 ft.

Relative: Lower

Actual: 19 ft.

SPRAYLAT CORP.
716 SOUTH COLUMBUS AVENUE
MOUNT VERNON, NY 10550

NY SHWS
NY LTANKS
NY Spills
NY AIRS
NY MANIFEST
NY SPDES

S108667401
N/A

SHWS:

Name:	SPRAYLAT CORP.
Address:	716 SOUTH COLUMBUS AVENUE
City,State,Zip:	MOUNT VERNON, NY 10550
Program:	HW
Site Code:	58269
Classification:	C
Region:	3
Acres:	1.000
HW Code:	360036
Record Add:	11/18/1999
Record Upd:	11/07/2013
Updated By:	GWHEITZM
Site Description:	"Location: The Spraylat site is located at 117 Anderson Avenue, City of Mt. Vernon, Westchester County, in an urban area. Site Features: The main site feature is the one-story industrial building on site, which encompasses approximately 98% of the site; the rest is an asphalt parking lot. Current Zoning/Use: The site is currently active and is zoned for a mixed commercial/industrial use. The surrounding parcels are currently used for a combination of commercial and industrial applications. The nearest residential area is approximately one mile to the south. Past Use of the Site: The facility continues as a manufacturing facility which uses various paints and solvents. Soil contamination was discovered during replacement of underground storage tanks (USTs) containing solvents, in the vicinity of the filling station. Operable Units: The site is currently being managed as a single operable unit. Site Geology and Hydrogeology: The geology of the site consists of coarse deposits of sand and gravel with cobbles present throughout. Bedrock is present at the site as shallow as 6 feet below ground surface at the west end of the site, and drops rapidly moving to the east. The groundwater is present at approximately 10 to 11 feet below ground surface, and generally flows to the southeast."
Env Problem:	"Prior to Remediation: During replacement of USTs on-site, the soil was found to be contaminated by solvents: methanol, MEK, MIK, tert butyl alcohol, ethanol, acetone, toluene and xylenes. Groundwater was impacted by toluene, ethylbenzene, xylenes, and MEK. Post-Remediation: Remediation (soil removal) at the site is complete. Post-excavation sampling demonstrated that soil met commercial soil cleanup objectives (SCOs). Six subsequent rounds of groundwater sampling showed levels of all contaminants below standards. "
Health Problem:	"Remedial actions conducted have removed site related contamination in soil and groundwater; therefore no contact with site-related contaminants is expected."
Dump:	False
Structure:	False
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	1929
Disp Term:	present
Lat/Long:	40:53:47:0 / 73:49:24:0

SPRAYLAT CORP. (Continued) **S108667401**

Dell:	False
Record Add:	1999-11-18 12:00:00
Record Upd:	1999-11-18 12:00:00
Updated By:	INITIAL
Own Op:	4
Sub Type:	E
Owner Name:	Ben Barbieri
Owner Company:	SPRAYLAT CORPORATION
Owner Address:	716 SOUTH COLUMBUS AVE.
Owner Addr2:	Not reported
Owner City,St,Zip:	MOUNT VERNON, NY
Owner Country:	United States of America
Own Op:	4
Sub Type:	E
Owner Name:	Ben Barbieri
Owner Company:	Spraylat Corporation
Owner Address:	716 South Columbus Avenue
Owner Addr2:	Not reported
Owner City,St,Zip:	Mount Vernon, NY 10550
Owner Country:	United States of America
Own Op:	1
Sub Type:	E
Owner Name:	Ben Barbieri
Owner Company:	SPRAYLAT CORPORATION
Owner Address:	716 SOUTH COLUMBUS AVE.
Owner Addr2:	Not reported
Owner City,St,Zip:	MOUNT VERNON, NY 10550
Owner Country:	United States of America
HW Code:	360036
Waste Type:	VOLATILE ORGANICS
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360036
Waste Type:	CELLOSOLVE) (D001)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	360036
Waste Type:	MEK (U159)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360036
Waste Type:	TOLUENE (U220)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360036
Waste Type:	MIBK (U161)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360036
Waste Type:	ETHANOL (D001)
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360036
Waste Type:	ETHYLENE GLYCOL MONOBUTYL EITHER (BUTYL
Waste Quantity:	"
Waste Code:	Not reported
HW Code:	360036

SPRAYLAT CORP. (Continued) **S108667401**

Waste Type:	CELLOSOLVE) (D001)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	Not reported
Cross Ref Type Code:	Not reported
Cross Ref Type:	Not reported
Record Added Date:	Not reported
Record Updated:	Not reported
Updated By:	Not reported

LTANKS:

Name:	SPRAY LAT CORP.
Address:	716 SOUTH COLUMBUS AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9013216 / 1991-03-29
Facility ID:	9013216
Site ID:	308557
Spill Date:	1991-03-26
Spill Cause:	Tank Failure
Spill Source:	Commercial/Industrial
Spill Class:	Not reported
Cleanup Ceased:	1953-06-18
SWIS:	6000
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1991-03-27
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-12-02
Spill Record Last Update:	2003-12-02
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	249169
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"TANK REMOVED CONTAMINATION AROUND HOLE BILL MOORE TO HANDLE"

All Materials:

Site ID:	308557
Operable Unit ID:	950427
Operable Unit:	01
Material ID:	426102
Material Code:	0059A
Material Name:	solvents
Case No.:	Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Material FA:	Other
Quantity:	.00
Units:	Not reported
Recovered:	.00
Oxygenate:	Not reported

SPILLS:

Name:	SPRAYLAT
Address:	716 SOUTH COLUMBUS AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8701106 / 1988-09-12
Facility ID:	8701106
Facility Type:	ER
DER Facility ID:	117869
Site ID:	237070
DEC Region:	3
Spill Cause:	Abandoned Drums
Spill Class:	Not reported
SWIS:	6008
Spill Date:	1987-05-08
Investigator:	dxtraver
Referred To:	Not reported
Reported to Dept:	1987-05-08
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Health Department
Cleanup Ceased:	1988-09-12
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1987-05-13
Spill Record Last Update:	1988-09-12
Spiller Name:	Not reported
Spiller Company:	SPRAYLAT CORP
Spiller Address:	SAME
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TRAVER WC / / : PROPERTY OWNER OVERPACKED-AWAITING DISPOSAL ASSISTANCE. 09/12/88: WCHD HANDLED. "
Remarks:	"ABANDONED DRUMS LEFT ON SITE"

All Materials:

Site ID:	237070
Operable Unit ID:	905639
Operable Unit:	01
Material ID:	471068
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Recovered:	.00
Oxygenate:	Not reported

Name:	SPRAYLOCK PAINT CO
Address:	716 SOUTH COLUMBUS AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	8807128 / 1988-11-30
Facility ID:	8807128
Facility Type:	ER
DER Facility ID:	117869
Site ID:	137840
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6008
Spill Date:	1988-11-29
Investigator:	dvwehrfr
Referred To:	Not reported
Reported to Dept:	1988-11-29
CID:	Not reported
Water Affected:	EAST CHESTER CREEK
Spill Source:	Commercial/Industrial
Spill Notifier:	Federal Government
Cleanup Ceased:	1988-11-29
Cleanup Meets Std:	True
Last Inspection:	1988-11-29
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1988-11-30
Spill Record Last Update:	2003-10-09
Spiller Name:	Not reported
Spiller Company:	SPRAYLOCK
Spiller Address:	716 SOUTH COLUMBUS AVE
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was WEHRFRTIZ 11/29/95: This is additional information about material spilled from the translation of the old spill file: WHITE PIGMENT."
Remarks:	"CAME OUT OF STORM DRAIN. NOT FOUND IN SEWERS. MT. VERNON FD - RECURRING OFF AND ON - EMULSIFIED IN CREEK WATER. HD NOTIFIED. NFA"

All Materials:

Site ID:	137840
Operable Unit ID:	922457
Operable Unit:	01
Material ID:	455473
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Name:	SPRAYLAT
Address:	716 SOUTH COLUMBUS AVE
City,State,Zip:	MOUNT VERNON, NY
Spill Number/Closed Date:	9803170 / 1999-02-19
Facility ID:	9803170
Facility Type:	ER
DER Facility ID:	117869
Site ID:	137841
DEC Region:	3
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	6008
Spill Date:	1998-06-06
Investigator:	tdghiosa
Referred To:	Not reported
Reported to Dept:	1998-06-11
CID:	366
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Affected Persons
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1998-06-11
Spill Record Last Update:	1999-03-01
Spiller Name:	ALSARNOTSKY
Spiller Company:	SPRAYLAT CORP
Spiller Address:	716 SOUTH COLUMBUS AVE
Spiller Company:	001
Contact Name:	AL SARNOTSKY
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was GHIOSAY "
Remarks:	"CALL ER STATING THAT AN AREA OF CONTAMINATED SOIL WAS FOUND ON PROPERTY. UNKNOWN AS TO OORIIGIN OF CONTAMINATION."

All Materials:

Site ID:	137841
Operable Unit ID:	1063986
Operable Unit:	01
Material ID:	321489
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

AIRS:

Name:	SPRAYLAT CORP
Address:	716 SOUTH COLUMBUS AVE
City,State,Zip:	MOUNT VERNON, NY 10550

SPRAYLAT CORP. (Continued) **S108667401**

DECID:	3550800088
Process ID:	Not reported
Latitude:	Not reported
Longitude:	Not reported
FIPS Code:	Not reported
Auth Type Code:	AFR
Permit Status:	Expired
Auth Status Code:	7
Emissions:	Not reported
Issue date:	09/25/2012
Expired Date:	05/01/2013
Emission Unit date:	Not reported
Contamination:	Not reported
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	Not reported
Permit Status:	Expired
Auth Status Code:	7
Emissions:	Not reported
Issue date:	05/01/2013
Expired Date:	09/03/2014
Emission Unit date:	Not reported
Contamination:	Not reported
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	Not reported
Permit Status:	Not reported
Auth Status Code:	Not reported
Emissions:	0.0055
Issue date:	Not reported
Expired Date:	Not reported
Emission Unit date:	E00001
Contamination:	PM25-PRI
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	TON
Permit Status:	Not reported
Auth Status Code:	Not reported
Emissions:	0.002
Issue date:	Not reported
Expired Date:	Not reported
Emission Unit date:	E00001
Contamination:	VOC
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	TON
Permit Status:	Not reported
Auth Status Code:	Not reported
Emissions:	0.70999997
Issue date:	Not reported
Expired Date:	Not reported
Emission Unit date:	E00001

SPRAYLAT CORP. (Continued) **S108667401**

Contamination:	50000
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	LB
Permit Status:	Not reported
Auth Status Code:	Not reported
Emissions:	0.00105999
Issue date:	Not reported
Expired Date:	Not reported
Emission Unit date:	E00001
Contamination:	PM10-PRI
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	TON
Permit Status:	Not reported
Auth Status Code:	Not reported
Emissions:	0.01
Issue date:	Not reported
Expired Date:	Not reported
Emission Unit date:	E00001
Contamination:	7439921
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	LB
Permit Status:	Not reported
Auth Status Code:	Not reported
Emissions:	0.187
Issue date:	Not reported
Expired Date:	Not reported
Emission Unit date:	E00001
Contamination:	NOX
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	TON
Permit Status:	Not reported
Auth Status Code:	Not reported
Emissions:	0.03715
Issue date:	Not reported
Expired Date:	Not reported
Emission Unit date:	E00001
Contamination:	CO
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	TON
Permit Status:	Not reported
Auth Status Code:	Not reported
Emissions:	0.02302
Issue date:	Not reported
Expired Date:	Not reported
Emission Unit date:	E00001
Contamination:	PM10-PRI
EPA Control Code:	Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Control Eff:	Not reported
Unit:	TON
Permit Status:	Not reported
Auth Status Code:	Not reported
Emissions:	0.050075
Issue date:	Not reported
Expired Date:	Not reported
Emission Unit date:	E00001
Contamination:	CO
EPA Control Code:	Not reported
Control Eff:	Not reported
Unit:	TON

AIRS Detail:

DECID:	3550800088
Facility Name:	SPRAYLAT CORP
Auth Type:	Not reported
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	000098828
Contaminant:	BENZENE, (1-METHYLETHYL)
Amount(Lbs/Yr):	0.38600000000000001
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	000091203
Contaminant:	NAPHTHALENE
Amount(Lbs/Yr):	5.9999999999999998E-2
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	000100447
Contaminant:	BENZYL CHLORIDE
Amount(Lbs/Yr):	2.9999999999999997E-4
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	000106898
Contaminant:	OXIRANE, (CHLOROMETHYL)
Amount(Lbs/Yr):	0
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	000107211
Contaminant:	1,2-ETHANEDIOL
Amount(Lbs/Yr):	47.299999999999997
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011

SPRAYLAT CORP. (Continued) **S108667401**

CAS #: 000108054
Contaminant: ACETIC ACID ETHENYL ESTER
Amount(Lbs/Yr): 1.7

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000108101
Contaminant: 2-PENTANONE, 4-METHYL
Amount(Lbs/Yr): 4.8399999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000108883
Contaminant: TOLUENE
Amount(Lbs/Yr): 281

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000108952
Contaminant: PHENOL
Amount(Lbs/Yr): 3.5000000000000003E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000111422
Contaminant: ETHANOL, 2,2'-IMINOBIS-
Amount(Lbs/Yr): 0.10100000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000111900
Contaminant: ETHANOL, 2- (2-ETHOXYETHOXY)
Amount(Lbs/Yr): 2963

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000112072
Contaminant: ETHANOL, 2-BUTOXY-, ACETATE
Amount(Lbs/Yr): 1381

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000112152
Contaminant: ETHANOL,2-(2-BUTOXYETHOXY)-3ACETATE
Amount(Lbs/Yr): 4759

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000112345

SPRAYLAT CORP. (Continued) **S108667401**

Contaminant: ETHANOL, 2-(2-BUTOXYETHOXY)-
Amount(Lbs/Yr): 1852

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000121448
Contaminant: N,N-DIETHYL ETHANAMINE
Amount(Lbs/Yr): 9.9199999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000140885
Contaminant: 2-PROPENOIC ACID, ETHYL ESTER
Amount(Lbs/Yr): 0.68799999999999994

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000822060
Contaminant: HEXANE, 1,6-DIISOCYANATO-
Amount(Lbs/Yr): 0.023

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 001309644
Contaminant: ANTIMONY TRIOXIDE
Amount(Lbs/Yr): 0.115

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 001313139
Contaminant: MANGANESE OXIDE
Amount(Lbs/Yr): 8.0000000000000004E-4

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 001319773
Contaminant: CRESYLIC ACID
Amount(Lbs/Yr): 8.9999999999999993E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 001330207
Contaminant: XYLENE, M, O & P MIXT.
Amount(Lbs/Yr): 85.5

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 001336363
Contaminant: POLYCHLORINATED BIPHENYL

SPRAYLAT CORP. (Continued) **S108667401**

Amount(Lbs/Yr): 8.0000000000000007E-5

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 007439921
Contaminant: LEAD
Amount(Lbs/Yr): 0.0650608599010086

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 007439965
Contaminant: MANGANESE
Amount(Lbs/Yr): 3.4216400000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 007440020
Contaminant: NICKEL METAL AND INSOLUBLE COMPOUNDS
Amount(Lbs/Yr): 26.917098200000002

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 007440473
Contaminant: CHROMIUM
Amount(Lbs/Yr): 1.7098200000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 007446142
Contaminant: SULFURIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.32000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 007758976
Contaminant: LEAD CHROMATE
Amount(Lbs/Yr): 5.71

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 010190553
Contaminant: MOLYBDIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.30099999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 013530659
Contaminant: CHROMIC ACID, ZINC SALT (1’1)
Amount(Lbs/Yr): 1.6100000000000001

SPRAYLAT CORP. (Continued) **S108667401**

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 0NY998100
Contaminant: UNSPECIATED VOC (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 3707.0778420319998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 0NY075100
Contaminant: UNSPECIATED PARTICULATES (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 779

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 068476302
Contaminant: FUEL OIL #2
Amount(Lbs/Yr): 2.5

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 012578120
Contaminant: DIOXOBIS STEARATO TRILEAD
Amount(Lbs/Yr): 0.024

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 068187542
Contaminant: TIN ANTIMONY OXIDE
Amount(Lbs/Yr): 5.0000000000000001E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000056553
Contaminant: BENZO(A)ANTHRACENE
Amount(Lbs/Yr): 0.001867968

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000074828
Contaminant: METHANE
Amount(Lbs/Yr): 2.1169199999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000630080
Contaminant: CARBON MONOXIDE
Amount(Lbs/Yr): 682.08159999999998

Issue Date: Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Expiration Date:	Not reported
Year:	2011
CAS #:	007439976
Contaminant:	MERCURY
Amount(Lbs/Yr):	1.7098200000000001E-2
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	007440382
Contaminant:	ARSENIC
Amount(Lbs/Yr):	2.2797600000000001E-2
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	007440417
Contaminant:	BERYLLIUM
Amount(Lbs/Yr):	1.7098200000000001E-2
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	007440439
Contaminant:	CADMIUM
Amount(Lbs/Yr):	1.7098200000000001E-2
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	007440508
Contaminant:	COPPER
Amount(Lbs/Yr):	3.4196400000000002E-2
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	007440666
Contaminant:	ZINC
Amount(Lbs/Yr):	2.2797600000000001E-2
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	007446095
Contaminant:	SULFUR DIOXIDE
Amount(Lbs/Yr):	316.89586000000003
Issue Date:	Not reported
Expiration Date:	Not reported
Year:	2011
CAS #:	007446119
Contaminant:	SULFUR TRIOXIDE
Amount(Lbs/Yr):	11.602349999999999
Issue Date:	Not reported
Expiration Date:	Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Year: 2011
CAS #: 007664417
Contaminant: AMMONIA
Amount(Lbs/Yr): 35.815359999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 007782492
Contaminant: SELENIUM
Amount(Lbs/Yr): 8.5490999999999998E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 010024972
Contaminant: NITROUS OXIDE
Amount(Lbs/Yr): 4.4781000000000004

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 0NY075025
Contaminant: PM 2.5
Amount(Lbs/Yr): 111.453300332099

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 0NY075105
Contaminant: UNSPECIATED PM-10 (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 31.523668808

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 0NY210000
Contaminant: OXIDES OF NITROGEN
Amount(Lbs/Yr): 1595.3140000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000050000
Contaminant: FORMALDEHYDE
Amount(Lbs/Yr): 6.1940799999999996

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000067561
Contaminant: METHYL ALCOHOL
Amount(Lbs/Yr): 64.200000000000003

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011

SPRAYLAT CORP. (Continued) **S108667401**

CAS #: 000071432
Contaminant: BENZENE
Amount(Lbs/Yr): 7.0000000000000001E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000075014
Contaminant: VINYL CHLORIDE
Amount(Lbs/Yr): 4.0000000000000003E-5

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000075070
Contaminant: ACETALDEHYDE
Amount(Lbs/Yr): 7.0000000000000001E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000075218
Contaminant: ETHYLENE OXIDE
Amount(Lbs/Yr): 2.9999999999999997E-4

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000079107
Contaminant: 2-PROPENOIC ACID
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000080626
Contaminant: METHYL ACRYLIC ACIDMETHYL ESTER
Amount(Lbs/Yr): 11.199999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2011
CAS #: 000100414
Contaminant: ETHYLBENZENE
Amount(Lbs/Yr): 15.699999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000075218
Contaminant: ETHYLENE OXIDE
Amount(Lbs/Yr): 0.34999999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000079016

SPRAYLAT CORP. (Continued) **S108667401**

Contaminant: TRICHLOROETHYLENE
Amount(Lbs/Yr): 4.04

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000080626
Contaminant: METHYL ACRYLIC ACIDMETHYL ESTER
Amount(Lbs/Yr): 5.7300000000000004

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000091203
Contaminant: NAPHTHALENE
Amount(Lbs/Yr): 0.29999999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000098828
Contaminant: BENZENE, (1-METHYLETHYL)
Amount(Lbs/Yr): 0.68000000000000005

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000100414
Contaminant: ETHYLBENZENE
Amount(Lbs/Yr): 22.399999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000107131
Contaminant: PROPENENITRILE
Amount(Lbs/Yr): 0.02

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000107211
Contaminant: 1,2-ETHANEDIOL
Amount(Lbs/Yr): 47

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000108054
Contaminant: ACETIC ACID ETHENYL ESTER
Amount(Lbs/Yr): 1.5

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000108101
Contaminant: 2-PENTANONE, 4-METHYL

SPRAYLAT CORP. (Continued) **S108667401**

Amount(Lbs/Yr): 16.199999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000108883
Contaminant: TOLUENE
Amount(Lbs/Yr): 267

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000108907
Contaminant: CHLOROBENZENE
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000108952
Contaminant: PHENOL
Amount(Lbs/Yr): 4.0000000000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000110805
Contaminant: ETHANOL, 2-ETHOXY-
Amount(Lbs/Yr): 148

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000111422
Contaminant: ETHANOL, 2,2'-IMINOBIS-
Amount(Lbs/Yr): 5.9999999999999998E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000121448
Contaminant: N,N-DIETHYL ETHANAMINE
Amount(Lbs/Yr): 27.399999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000140885
Contaminant: 2-PROPENOIC ACID, ETHYL ESTER
Amount(Lbs/Yr): 0.35999999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000630080
Contaminant: CARBON MONOXIDE
Amount(Lbs/Yr): 456.81

SPRAYLAT CORP. (Continued) **S108667401**

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 001309644
Contaminant: ANTIMONY TRIOXIDE
Amount(Lbs/Yr): 0.10000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 001328672
Contaminant: ZINC CHROMATE*OBSOLETE NUMBER-USE 13530-65-9
Amount(Lbs/Yr): 2.1200000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 001330207
Contaminant: XYLENE, M, O & P MIXT.
Amount(Lbs/Yr): 107

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007439921
Contaminant: LEAD
Amount(Lbs/Yr): 4.2770401273698903E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007439965
Contaminant: MANGANESE
Amount(Lbs/Yr): 2.5216800000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007439976
Contaminant: MERCURY
Amount(Lbs/Yr): 1.2608400000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007440020
Contaminant: NICKEL METAL AND INSOLUBLE COMPOUNDS
Amount(Lbs/Yr): 1.2608400000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007440382
Contaminant: ARSENIC
Amount(Lbs/Yr): 1.6811199999999998E-2

Issue Date: Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Expiration Date: Not reported
Year: 2009
CAS #: 007440417
Contaminant: BERYLLIUM
Amount(Lbs/Yr): 1.2608400000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007440439
Contaminant: CADMIUM
Amount(Lbs/Yr): 1.2608400000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007440473
Contaminant: CHROMIUM
Amount(Lbs/Yr): 1.2608400000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007440508
Contaminant: COPPER
Amount(Lbs/Yr): 2.5216800000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007440666
Contaminant: ZINC
Amount(Lbs/Yr): 1.6811199999999998E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007446095
Contaminant: SULFUR DIOXIDE
Amount(Lbs/Yr): 234.477

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007446119
Contaminant: SULFUR TRIOXIDE
Amount(Lbs/Yr): 8.5556999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007446142
Contaminant: SULFURIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.34000000000000002

Issue Date: Not reported
Expiration Date: Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Year: 2009
CAS #: 007664417
Contaminant: AMMONIA
Amount(Lbs/Yr): 26.504000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007758976
Contaminant: LEAD CHROMATE
Amount(Lbs/Yr): 5.2999999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007782492
Contaminant: SELENIUM
Amount(Lbs/Yr): 6.3042000000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 010024972
Contaminant: NITROUS OXIDE
Amount(Lbs/Yr): 3.3022

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 010190553
Contaminant: MOLYBDIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.26000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 068187111
Contaminant: CHROMIUM COBALT BLUE GREEN
Amount(Lbs/Yr): 3.8799999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 0NY075025
Contaminant: PM 2.5
Amount(Lbs/Yr): 78.243119398726293

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 0NY075100
Contaminant: UNSPECIATED PARTICULATES (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 679.89999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009

SPRAYLAT CORP. (Continued) **S108667401**

CAS #: 0NY998100
Contaminant: UNSPECIATED VOC (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 3582.2985766000002

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 0NY210000
Contaminant: OXIDES OF NITROGEN
Amount(Lbs/Yr): 1123.6800000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 0NY075105
Contaminant: UNSPECIATED PM-10 (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 23.306970199999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000050000
Contaminant: FORMALDEHYDE
Amount(Lbs/Yr): 4.92096

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000056553
Contaminant: BENZO(A)ANTHRACENE
Amount(Lbs/Yr): 1.4633999999999999E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000067561
Contaminant: METHYL ALCOHOL
Amount(Lbs/Yr): 110.7

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000067663
Contaminant: CHLOROFORM
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000074828
Contaminant: METHANE
Amount(Lbs/Yr): 1.56104

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000050000

SPRAYLAT CORP. (Continued) **S108667401**

Contaminant: FORMALDEHYDE
Amount(Lbs/Yr): 5

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000067561
Contaminant: METHYL ALCOHOL
Amount(Lbs/Yr): 74.189999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000071432
Contaminant: BENZENE
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000075070
Contaminant: ACETALDEHYDE
Amount(Lbs/Yr): 4.0000000000000001E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000075218
Contaminant: ETHYLENE OXIDE
Amount(Lbs/Yr): 0.34999999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000079107
Contaminant: 2-PROPENOIC ACID
Amount(Lbs/Yr): 4.0000000000000001E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000080626
Contaminant: METHYL ACRYLIC ACIDMETHYL ESTER
Amount(Lbs/Yr): 11

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000091203
Contaminant: NAPHTHALENE
Amount(Lbs/Yr): 0.40000000000000002

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000098828
Contaminant: BENZENE, (1-METHYLETHYL)

SPRAYLAT CORP. (Continued) **S108667401**

Amount(Lbs/Yr): 0.88

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000100414
Contaminant: ETHYLBENZENE
Amount(Lbs/Yr): 33.899999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000100425
Contaminant: STYRENE
Amount(Lbs/Yr): 4.0000000000000002E-4

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000100447
Contaminant: BENZYL CHLORIDE
Amount(Lbs/Yr): 2.0000000000000001E-4

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000107131
Contaminant: PROPENENITRILE
Amount(Lbs/Yr): 2.9999999999999999E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000107211
Contaminant: 1,2-ETHANEDIOL
Amount(Lbs/Yr): 48.899999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000108054
Contaminant: ACETIC ACID ETHENYL ESTER
Amount(Lbs/Yr): 1.7

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000108101
Contaminant: 2-PENTANONE, 4-METHYL
Amount(Lbs/Yr): 7.2999999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000108883
Contaminant: TOLUENE
Amount(Lbs/Yr): 412

SPRAYLAT CORP. (Continued) **S108667401**

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000108952
Contaminant: PHENOL
Amount(Lbs/Yr): 0.10000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000111900
Contaminant: ETHANOL, 2- (2-ETHOXYETHOXY)
Amount(Lbs/Yr): 61.299999999999997

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000112072
Contaminant: ETHANOL, 2-BUTOXY-, ACETATE
Amount(Lbs/Yr): 12.4

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000112152
Contaminant: ETHANOL,2-(2-BUTOXYETHOXY)-3ACETATE
Amount(Lbs/Yr): 51.600000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000112345
Contaminant: ETHANOL, 2-(2-BUTOXYETHOXY)-
Amount(Lbs/Yr): 34.899999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000121448
Contaminant: N,N-DIETHYL ETHANAMINE
Amount(Lbs/Yr): 15.890000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000140885
Contaminant: 2-PROPENOIC ACID, ETHYL ESTER
Amount(Lbs/Yr): 0.59999999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 000822060
Contaminant: HEXANE, 1,6-DIISOCYANATO-
Amount(Lbs/Yr): 0.02

Issue Date: Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Expiration Date: Not reported
Year: 2009
CAS #: 001309644
Contaminant: ANTIMONY TRIOXIDE
Amount(Lbs/Yr): 8.9999999999999997E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 001313139
Contaminant: MANGANESE OXIDE
Amount(Lbs/Yr): 3.3000000000000002E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 001319773
Contaminant: CRESYLIC ACID
Amount(Lbs/Yr): 2.9999999999999999E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 001330207
Contaminant: XYLENE, M, O & P MIXT.
Amount(Lbs/Yr): 160.69999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007439921
Contaminant: LEAD
Amount(Lbs/Yr): 8.9999999999999993E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007439965
Contaminant: MANGANESE
Amount(Lbs/Yr): 2.9999999999999997E-4

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007440020
Contaminant: NICKEL METAL AND INSOLUBLE COMPOUNDS
Amount(Lbs/Yr): 4.5

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007440382
Contaminant: ARSENIC
Amount(Lbs/Yr): 4.0000000000000003E-5

Issue Date: Not reported
Expiration Date: Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Year: 2009
CAS #: 007440439
Contaminant: CADMIUM
Amount(Lbs/Yr): 1.4999999999999999E-4

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007446142
Contaminant: SULFURIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.34999999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 007758976
Contaminant: LEAD CHROMATE
Amount(Lbs/Yr): 3.54

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 010190553
Contaminant: MOLYBDIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.20000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 013530659
Contaminant: CHROMIC ACID, ZINC SALT (1’1)
Amount(Lbs/Yr): 4.9100000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 0NY998100
Contaminant: UNSPECIATED VOC (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 3662

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 0NY075100
Contaminant: UNSPECIATED PARTICULATES (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 1538

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 068476302
Contaminant: FUEL OIL #2
Amount(Lbs/Yr): 2.5

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009

SPRAYLAT CORP. (Continued) **S108667401**

CAS #: 012578120
Contaminant: DIOXOBIS STEARATO TRILEAD
Amount(Lbs/Yr): 0.10000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2009
CAS #: 068187542
Contaminant: TIN ANTIMONY OXIDE
Amount(Lbs/Yr): 2.1999999999999999E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000050000
Contaminant: FORMALDEHYDE
Amount(Lbs/Yr): 5.85928

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007440439
Contaminant: CADMIUM
Amount(Lbs/Yr): 0.0112812

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007446119
Contaminant: SULFUR TRIOXIDE
Amount(Lbs/Yr): 7.6551

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000108101
Contaminant: 2-PENTANONE, 4-METHYL
Amount(Lbs/Yr): 22.199999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000074828
Contaminant: METHANE
Amount(Lbs/Yr): 1.39672

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000121448
Contaminant: N,N-DIETHYL ETHANAMINE
Amount(Lbs/Yr): 30

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000108883

SPRAYLAT CORP. (Continued) **S108667401**

Contaminant: TOLUENE
Amount(Lbs/Yr): 297

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007446095
Contaminant: SULFUR DIOXIDE
Amount(Lbs/Yr): 209.49000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 0NY210000
Contaminant: OXIDES OF NITROGEN
Amount(Lbs/Yr): 960.03999999999996

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000822060
Contaminant: HEXANE, 1,6-DIISOCYANATO-
Amount(Lbs/Yr): 2.9999999999999999E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007664417
Contaminant: AMMONIA
Amount(Lbs/Yr): 23.648

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007440417
Contaminant: BERYLLIUM
Amount(Lbs/Yr): 0.0112812

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000091203
Contaminant: NAPHTHALENE
Amount(Lbs/Yr): 4.0000000000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 001330207
Contaminant: XYLENE, M, O & P MIXT.
Amount(Lbs/Yr): 111

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007439976
Contaminant: MERCURY

SPRAYLAT CORP. (Continued) **S108667401**

Amount(Lbs/Yr): 0.0112812

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000056553
Contaminant: BENZO(A)ANTHRACENE
Amount(Lbs/Yr): 1.3068000000000001E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000630080
Contaminant: CARBON MONOXIDE
Amount(Lbs/Yr): 370.68000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000078933
Contaminant: METHYL ETHYL KETONE
Amount(Lbs/Yr): 1302

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007440020
Contaminant: NICKEL METAL AND INSOLUBLE COMPOUNDS
Amount(Lbs/Yr): 0.0112812

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007440382
Contaminant: ARSENIC
Amount(Lbs/Yr): 0.0150416

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 001313139
Contaminant: MANGANESE OXIDE
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007758976
Contaminant: LEAD CHROMATE
Amount(Lbs/Yr): 6.1600000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000100414
Contaminant: ETHYLBENZENE
Amount(Lbs/Yr): 27.100000000000001

SPRAYLAT CORP. (Continued) **S108667401**

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 001309644
Contaminant: ANTIMONY TRIOXIDE
Amount(Lbs/Yr): 0.20000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000107211
Contaminant: 1,2-ETHANEDIOL
Amount(Lbs/Yr): 71.599999999999994

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 068187111
Contaminant: CHROMIUM COBALT BLUE GREEN
Amount(Lbs/Yr): 9.6199999999999992

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 0NY998100
Contaminant: UNSPECIATED VOC (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 388.75041320000003

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000080626
Contaminant: METHYL ACRYLIC ACIDMETHYL ESTER
Amount(Lbs/Yr): 10

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000100425
Contaminant: STYRENE
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000098828
Contaminant: BENZENE, (1-METHYLETHYL)
Amount(Lbs/Yr): 0.58999999999999997

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 0NY075100
Contaminant: UNSPECIATED PARTICULATES (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 776.29999999999995

Issue Date: Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Expiration Date: Not reported
Year: 2008
CAS #: 007440508
Contaminant: COPPER
Amount(Lbs/Yr): 0.0225624

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000075218
Contaminant: ETHYLENE OXIDE
Amount(Lbs/Yr): 0.53000000000000003

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000108054
Contaminant: ACETIC ACID ETHENYL ESTER
Amount(Lbs/Yr): 1.8999999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000079107
Contaminant: 2-PROPENOIC ACID
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007439921
Contaminant: LEAD
Amount(Lbs/Yr): 3.8063364618961197E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000111762
Contaminant: ETHANOL, 2-BUTOXY-
Amount(Lbs/Yr): 804

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000140885
Contaminant: 2-PROPENOIC ACID, ETHYL ESTER
Amount(Lbs/Yr): 0.40999999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 010190553
Contaminant: MOLYBDIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.39000000000000001

Issue Date: Not reported
Expiration Date: Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Year: 2008
CAS #: 010024972
Contaminant: NITROUS OXIDE
Amount(Lbs/Yr): 2.9546000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007446142
Contaminant: SULFURIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.87

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007440473
Contaminant: CHROMIUM
Amount(Lbs/Yr): 0.0112812

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 0NY075025
Contaminant: PM 2.5
Amount(Lbs/Yr): 66.558129435381005

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 000067561
Contaminant: METHYL ALCOHOL
Amount(Lbs/Yr): 133

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007782492
Contaminant: SELENIUM
Amount(Lbs/Yr): 5.6405999999999998E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 007440666
Contaminant: ZINC
Amount(Lbs/Yr): 0.0150416

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008
CAS #: 0NY075105
Contaminant: UNSPECIATED PM-10 (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 20.8517872

Issue Date: Not reported
Expiration Date: Not reported
Year: 2008

SPRAYLAT CORP. (Continued) **S108667401**

CAS #: 007439965
Contaminant: MANGANESE
Amount(Lbs/Yr): 0.0225624

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000079016
Contaminant: TRICHLOROETHYLENE
Amount(Lbs/Yr): 4.04

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007440439
Contaminant: CADMIUM
Amount(Lbs/Yr): 0.0108822

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000067561
Contaminant: METHYL ALCOHOL
Amount(Lbs/Yr): 134

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007758976
Contaminant: LEAD CHROMATE
Amount(Lbs/Yr): 7.1200000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000121448
Contaminant: N,N-DIETHYL ETHANAMINE
Amount(Lbs/Yr): 40.399999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000140885
Contaminant: 2-PROPENOIC ACID, ETHYL ESTER
Amount(Lbs/Yr): 0.38

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000108883
Contaminant: TOLUENE
Amount(Lbs/Yr): 313

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007446142

SPRAYLAT CORP. (Continued) **S108667401**

Contaminant: SULFURIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.68999999999999995

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 0NY210000
Contaminant: OXIDES OF NITROGEN
Amount(Lbs/Yr): 1126.6400000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007664417
Contaminant: AMMONIA
Amount(Lbs/Yr): 23.015999999999998

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 0NY075100
Contaminant: UNSPECIATED PARTICULATES (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 19

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007440020
Contaminant: NICKEL METAL AND INSOLUBLE COMPOUNDS
Amount(Lbs/Yr): 0.0108822

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007440417
Contaminant: BERYLLIUM
Amount(Lbs/Yr): 0.0108822

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000108907
Contaminant: CHLOROBENZENE
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 010190553
Contaminant: MOLYBDIC ACID, LEAD (2+) SALT (1:1)
Amount(Lbs/Yr): 0.56999999999999995

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000100425
Contaminant: STYRENE

SPRAYLAT CORP. (Continued) **S108667401**

Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000098828
Contaminant: BENZENE, (1-METHYLETHYL)
Amount(Lbs/Yr): 0.66000000000000003

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000111762
Contaminant: ETHANOL, 2-BUTOXY-
Amount(Lbs/Yr): 852

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000630080
Contaminant: CARBON MONOXIDE
Amount(Lbs/Yr): 525.97000000000003

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007439976
Contaminant: MERCURY
Amount(Lbs/Yr): 0.0108822

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000080626
Contaminant: METHYL ACRYLIC ACIDMETHYL ESTER
Amount(Lbs/Yr): 13.32

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007440382
Contaminant: ARSENIC
Amount(Lbs/Yr): 1.4509599999999999E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 068187111
Contaminant: CHROMIUM COBALT BLUE GREEN
Amount(Lbs/Yr): 0

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 010024972
Contaminant: NITROUS OXIDE
Amount(Lbs/Yr): 2.8500999999999999

SPRAYLAT CORP. (Continued) **S108667401**

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007439965
Contaminant: MANGANESE
Amount(Lbs/Yr): 0.0217644

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000108101
Contaminant: 2-PENTANONE, 4-METHYL
Amount(Lbs/Yr): 24.800000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000107211
Contaminant: 1,2-ETHANEDIOL
Amount(Lbs/Yr): 74.5

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000091203
Contaminant: NAPHTHALENE
Amount(Lbs/Yr): 0.12

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 001330207
Contaminant: XYLENE, M, O & P MIXT.
Amount(Lbs/Yr): 127

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 0NY075025
Contaminant: PM 2.5
Amount(Lbs/Yr): 79.447591437814296

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 0NY075000
Contaminant: PARTICULATES
Amount(Lbs/Yr): 0

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000100414
Contaminant: ETHYLBENZENE
Amount(Lbs/Yr): 30.399999999999999

Issue Date: Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Expiration Date: Not reported
Year: 2007
CAS #: 001313139
Contaminant: MANGANESE OXIDE
Amount(Lbs/Yr): 8.9999999999999997E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000071432
Contaminant: BENZENE
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007440508
Contaminant: COPPER
Amount(Lbs/Yr): 0.0217644

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007439921
Contaminant: LEAD
Amount(Lbs/Yr): 3.7603562185663103E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007782492
Contaminant: SELENIUM
Amount(Lbs/Yr): 5.4411000000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 0NY998000
Contaminant: VOC
Amount(Lbs/Yr): 0

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000050000
Contaminant: FORMALDEHYDE
Amount(Lbs/Yr): 4.9536800000000003

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000822060
Contaminant: HEXANE, 1,6-DIISOCYANATO-
Amount(Lbs/Yr): 8.0000000000000002E-2

Issue Date: Not reported
Expiration Date: Not reported

SPRAYLAT CORP. (Continued) **S108667401**

Year: 2007
CAS #: 007440473
Contaminant: CHROMIUM
Amount(Lbs/Yr): 0.0108822

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 0NY998100
Contaminant: UNSPECIATED VOC (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 3918.5950564

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000078933
Contaminant: METHYL ETHYL KETONE
Amount(Lbs/Yr): 1739

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000079107
Contaminant: 2-PROPENOIC ACID
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007440666
Contaminant: ZINC
Amount(Lbs/Yr): 1.4509599999999999E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000075218
Contaminant: ETHYLENE OXIDE
Amount(Lbs/Yr): 0.73999999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000074828
Contaminant: METHANE
Amount(Lbs/Yr): 1.3473200000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000108952
Contaminant: PHENOL
Amount(Lbs/Yr): 0.01

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007

SPRAYLAT CORP. (Continued) **S108667401**

CAS #: 001309644
Contaminant: ANTIMONY TRIOXIDE
Amount(Lbs/Yr): 0.25

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000108054
Contaminant: ACETIC ACID ETHENYL ESTER
Amount(Lbs/Yr): 1.6000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 000056553
Contaminant: BENZO(A)ANTHRACENE
Amount(Lbs/Yr): 1.2635999999999999E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007446095
Contaminant: SULFUR DIOXIDE
Amount(Lbs/Yr): 203.32300000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 007446119
Contaminant: SULFUR TRIOXIDE
Amount(Lbs/Yr): 7.3843500000000004

Issue Date: Not reported
Expiration Date: Not reported
Year: 2007
CAS #: 0NY075105
Contaminant: UNSPECIATED PM-10 (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 20.116434999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000071432
Contaminant: BENZENE
Amount(Lbs/Yr): 8.0000000000000002E-3

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000100414
Contaminant: ETHYLBENZENE
Amount(Lbs/Yr): 52

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000117817

SPRAYLAT CORP. (Continued) **S108667401**

Contaminant: BIS(2-ETHYLHEXYL) PHTHALATE
Amount(Lbs/Yr): 0.32000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000100425
Contaminant: STYRENE
Amount(Lbs/Yr): 0.012

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000067561
Contaminant: METHYL ALCOHOL
Amount(Lbs/Yr): 85

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 007440360
Contaminant: ANTIMONY
Amount(Lbs/Yr): 0.35999999999999999

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000098828
Contaminant: BENZENE, (1-METHYLETHYL)
Amount(Lbs/Yr): 0.81000000000000005

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000108054
Contaminant: ACETIC ACID ETHENYL ESTER
Amount(Lbs/Yr): 2.2000000000000002

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 0NY998000
Contaminant: VOC
Amount(Lbs/Yr): 0

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 007439921
Contaminant: LEAD
Amount(Lbs/Yr): 1.7

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 0NY998100
Contaminant: UNSPECIATED VOC (EMISSION STATEMENT USE ONLY)

SPRAYLAT CORP. (Continued) **S108667401**

Amount(Lbs/Yr): 3141

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000079107
Contaminant: 2-PROPENOIC ACID
Amount(Lbs/Yr): 8.5999999999999993E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000108952
Contaminant: PHENOL
Amount(Lbs/Yr): 1.7000000000000001E-2

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000822060
Contaminant: HEXANE, 1,6-DIISOCYANATO-
Amount(Lbs/Yr): 0.11

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 0NY075100
Contaminant: UNSPECIATED PARTICULATES (EMISSION STATEMENT USE ONLY)
Amount(Lbs/Yr): 874

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000080626
Contaminant: METHYL ACRYLIC ACIDMETHYL ESTER
Amount(Lbs/Yr): 16

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000121448
Contaminant: N,N-DIETHYL ETHANAMINE
Amount(Lbs/Yr): 51

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000078933
Contaminant: METHYL ETHYL KETONE
Amount(Lbs/Yr): 1662

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000108101
Contaminant: 2-PENTANONE, 4-METHYL
Amount(Lbs/Yr): 62

SPRAYLAT CORP. (Continued) **S108667401**

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000108883
Contaminant: TOLUENE
Amount(Lbs/Yr): 385

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000050000
Contaminant: FORMALDEHYDE
Amount(Lbs/Yr): 1.6000000000000001

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000107982
Contaminant: 2-PROPANOL, 1-METHOXY
Amount(Lbs/Yr): 1038

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000140885
Contaminant: 2-PROPENOIC ACID, ETHYL ESTER
Amount(Lbs/Yr): 0.44

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000106898
Contaminant: OXIRANE, (CHLOROMETHYL)
Amount(Lbs/Yr): 9

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 001330207
Contaminant: XYLENE, M, O & P MIXT.
Amount(Lbs/Yr): 199

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000075218
Contaminant: ETHYLENE OXIDE
Amount(Lbs/Yr): 0.79000000000000004

Issue Date: Not reported
Expiration Date: Not reported
Year: 2006
CAS #: 000107211
Contaminant: 1,2-ETHANEDIOL
Amount(Lbs/Yr): 90

SPRAYLAT CORP. (Continued) **S108667401**

AIRS Emissions:

County:	WESTCHESTER
Municipality:	MT. VERNON
Facility ID:	3550800088
Facility Name:	SPRAYLAT CORP
SIC Code:	2851
Year:	2012
VOC(tons):	1.5900000000000001
NOx(tons):	0
Co(tons):	0
Co2(tons):	554.94000000000005
Particulates:	0.56000000000000005
PM10(tons):	0.02
PM2.5(tons):	0
HAPS:	0
So2:	0
Year:	2011
VOC(tons):	2.23
NOx(tons):	0.80000000000000004
Co(tons):	0.34000000000000002
Co2(tons):	614.83000000000004
Particulates:	0.47999999999999998
PM10(tons):	8.9999999999999997E-2
PM2.5(tons):	5.9999999999999998E-2
HAPS:	0
So2:	0.16
Year:	2010
VOC(tons):	2.2999999999999998
NOx(tons):	0
Co(tons):	0
Co2(tons):	604.36000000000001
Particulates:	0.78000000000000003
PM10(tons):	0.01
PM2.5(tons):	0
HAPS:	0
So2:	0

Click this hyperlink while viewing on your computer to access
29 additional NY AIRS: record(s) in the EDR Site Report.

NY MANIFEST:

Name:	PPG/SPRAYLAT CORPORATION
Address:	117 ANDERSON AVE
City,State,Zip:	MOUNT VERNON, NY 10550
Country:	USA
EPA ID:	NYD000631960
Facility Status:	Not reported
Location Address 1:	716 SOUTH COLUMBUS AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	MT. VERNON
Location State:	NY

SPRAYLAT CORP. (Continued) **S108667401**

Location Zip:	10550
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYD000631960
Mailing Name:	PPG/SPRAYLAT CORPORATION
Mailing Contact:	BENJAMIN W BARBIERI
Mailing Address 1:	1 PPG PLACE
Mailing Address 2:	ATTN: KARIN WEIKART
Mailing City:	PITTSBURGH
Mailing State:	PA
Mailing Zip:	15272
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	9146993030

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NJD986607380
Trans2 State ID:	Not reported
Generator Ship Date:	12/17/2008
Trans1 Recv Date:	12/17/2008
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	12/22/2008
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYD000631960
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	ARD981057870
TSDF ID 2:	Not reported
Manifest Tracking Number:	002537410FLE
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H061
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	127
Units:	P - Pounds
Number of Containers:	1
Container Type:	DM - Metal drums, barrels
Handling Method:	B Incineration, heat recovery, burning.

SPRAYLAT CORP. (Continued) **S108667401**

Specific Gravity:	1
Waste Code:	D001
Waste Code 1_2:	D007
Waste Code 1_3:	D008
Waste Code 1_4:	D035
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

SPDES:

Name:	SPRAYLAT CORPORATION
Address:	716 SOUTH COLUMBUS AVE
City,State,Zip:	MOUNT VERNON, NY
Permit Number:	NYR00B748
State-Region:	3
Expiration Date:	Not reported
Current Major Minor Status:	Not reported
Primary Facility SIC Code:	Not reported
State Water Body Name:	Not reported
Limit Set Status Flag:	Not reported
Total Actual Average Flow(MGD):	Not reported
Total App Design Flow(MGD):	Not reported
UDF1:	Not reported
Lat/Long:	Not reported
DMR Cognizant Official:	Not reported
UDF2:	Not reported
UDF3:	Not reported
FIPS County Code:	Not reported
Non-Gov Permit Affiliation Type Desc:	Not reported
Non-Gov Permit Org Formal Name:	Not reported
Non-Gov Permit Street Address:	Not reported
Non-Gov Permit Supplemental Location:	Not reported
Non-Gov Permit City:	Not reported
Non-Gov Permit State Code:	Not reported
Non-Gov Permit Zip Code:	Not reported
Non-Gov Facility Affiliation Type Desc:	Not reported
Non-Gov Facility Org Formal Name:	Not reported
Non-Gov Facility Street Address:	Not reported
Non-Gov Facility Supplemental Location:	Not reported
Non-Gov Facility City:	Not reported
Non-Gov Facility State Code:	Not reported
Non-Gov Facility Zip Code:	Not reported
State Water Body:	Not reported
Region Permit Processed:	Not reported
Dow Discharge Class Code:	Not reported
SPDES Class Description:	Not reported
Affiliation Type Description:	Not reported
Name:	Not reported
Contacts Title:	Not reported
Contacts Email:	Not reported
NOI Submission Date:	Not reported

Count: 12 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
BRONX	S126022743	CO-OP CITY SOUTH OF BARTOW STREET	BARTOW AVE, BAYCHESTER AVE, HU		NY SWF/LF
BRONX	S126023831	SPLIT ROCK	BOUNDED BY NY/NEW HAVEN RAILRO		NY SWF/LF
BRONX	S126022527	ALLERTON AVE (GIVANS CREEK)	GRACE AVE, ALLERTON AVE, WICKH		NY SWF/LF
BRONX	S126023074	HAFFEN PARK	GUNTHER AVE, BURKE AVE, ELY AV		NY SWF/LF
BRONX	S106703355	HUDSON RIVER PKWY SO	HUDSON RIVER PKWY SOUTH		NY LTANKS
BRONX	S110247686	PRO CLEAN	686B NEREID AVENUE	10470	NY DRYCLEANERS
BRONX	S126023812	SOUNDVIEW PARK BY COLGATE AVE	SOUTH OF THE CORNER OF LAFAYET		NY SWF/LF
BRONX	S126023617	POLICE PISTOL RANGE	RODMAN'S NECK BETWEEN WESTCHES		NY SWF/LF
BRONX	S126024142	ZEREGA AVE, CROSS BRONX EXPWY, WES	SHORELINE OF WESTCHESTER CREEK		NY SWF/LF
BRONX	S126023069	GUN HILL ROAD AND BARNES AVE	TILDEN ST, BARNES AVE, GUN HIL		NY SWF/LF
MOUNT VERNON	S106972237	PRIVATE DWELLING	117 SOUTH EAST AVE		NY LTANKS
MOUNT VERNON	S110768301	P & J CLEANERS	28-30 SANDFORD BLVD	10550	NY DRYCLEANERS

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: EPA
Telephone: N/A
Last EDR Contact: 06/01/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: EPA
Telephone: N/A
Last EDR Contact: 06/01/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Lists of Federal Delisted NPL sites

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: EPA
Telephone: N/A
Last EDR Contact: 06/01/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/25/2021
Date Data Arrived at EDR: 06/24/2021
Date Made Active in Reports: 09/20/2021
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 04/01/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 06/01/2022
Next Scheduled EDR Contact: 07/25/2022
Data Release Frequency: Quarterly

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 06/01/2022
Next Scheduled EDR Contact: 07/25/2022
Data Release Frequency: Quarterly

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 02/28/2022
Date Data Arrived at EDR: 03/02/2022
Date Made Active in Reports: 03/17/2022
Number of Days to Update: 15

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 04/06/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

Lists of Federal RCRA TSD facilities

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 02/28/2022
Date Data Arrived at EDR: 03/02/2022
Date Made Active in Reports: 03/17/2022
Number of Days to Update: 15

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 04/06/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

Lists of Federal RCRA generators

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/28/2022
Date Data Arrived at EDR: 03/02/2022
Date Made Active in Reports: 03/17/2022
Number of Days to Update: 15

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 04/06/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 02/28/2022
Date Data Arrived at EDR: 03/02/2022
Date Made Active in Reports: 03/17/2022
Number of Days to Update: 15

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 04/06/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/28/2022
Date Data Arrived at EDR: 03/02/2022
Date Made Active in Reports: 03/17/2022
Number of Days to Update: 15

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 04/06/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 02/08/2022
Date Data Arrived at EDR: 02/11/2022
Date Made Active in Reports: 05/10/2022
Number of Days to Update: 88

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 05/05/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 02/21/2022
Date Data Arrived at EDR: 02/23/2022
Date Made Active in Reports: 05/24/2022
Number of Days to Update: 90

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 05/24/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 02/21/2022
Date Data Arrived at EDR: 02/23/2022
Date Made Active in Reports: 05/24/2022
Number of Days to Update: 90

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 05/04/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System
Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/31/2021
Date Data Arrived at EDR: 03/01/2022
Date Made Active in Reports: 03/10/2022
Number of Days to Update: 9

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 03/22/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

Lists of state- and tribal hazardous waste facilities

SHWS: Inactive Hazardous Waste Disposal Sites in New York State
Referred to as the State Superfund Program, the Inactive Hazardous Waste Disposal Site Remedial Program is the cleanup program for inactive hazardous waste sites and now includes hazardous substance sites

Date of Government Version: 02/08/2022
Date Data Arrived at EDR: 02/08/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 87

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 05/11/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Annually

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: Facility Register
Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/21/2021
Date Data Arrived at EDR: 12/27/2021
Date Made Active in Reports: 03/22/2022
Number of Days to Update: 85

Source: Department of Environmental Conservation
Telephone: 518-402-8678
Last EDR Contact: 03/29/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

Lists of state and tribal leaking storage tanks

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/28/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/28/2021
Date Data Arrived at EDR: 06/22/2021
Date Made Active in Reports: 09/20/2021
Number of Days to Update: 90

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

LTANKS: Spills Information Database
Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills.

Date of Government Version: 03/15/2022
Date Data Arrived at EDR: 03/15/2022
Date Made Active in Reports: 03/16/2022
Number of Days to Update: 1

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 05/11/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Varies

HIST LTANKS: Listing of Leaking Storage Tanks

A listing of leaking underground and aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills. In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY LTANKS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 07/08/2005
Date Made Active in Reports: 07/14/2005
Number of Days to Update: 6

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 07/07/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Lists of state and tribal registered storage tanks

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 10/14/2021
Date Data Arrived at EDR: 11/05/2021
Date Made Active in Reports: 02/01/2022
Number of Days to Update: 88

Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 04/04/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Varies

UST: Petroleum Bulk Storage (PBS) Database

Facilities that have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons.

Date of Government Version: 12/16/2021
Date Data Arrived at EDR: 12/16/2021
Date Made Active in Reports: 03/01/2022
Number of Days to Update: 75

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 03/22/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: No Update Planned

CBS UST: Chemical Bulk Storage Database

Facilities that store regulated hazardous substances in underground tanks of any size

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 10/24/2005
Next Scheduled EDR Contact: 01/23/2006
Data Release Frequency: No Update Planned

MOSF UST: Major Oil Storage Facilities Database

Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

CBS: Chemical Bulk Storage Site Listing

These facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size

Date of Government Version: 12/16/2021
Date Data Arrived at EDR: 12/16/2021
Date Made Active in Reports: 03/01/2022
Number of Days to Update: 75

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 03/22/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

MOSF: Major Oil Storage Facility Site Listing
These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 12/16/2021
Date Data Arrived at EDR: 12/16/2021
Date Made Active in Reports: 03/01/2022
Number of Days to Update: 75

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 03/22/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

AST: Petroleum Bulk Storage
Registered Aboveground Storage Tanks.

Date of Government Version: 12/16/2021
Date Data Arrived at EDR: 12/16/2021
Date Made Active in Reports: 03/01/2022
Number of Days to Update: 75

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 03/22/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: No Update Planned

CBS AST: Chemical Bulk Storage Database
Facilities that store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

MOSF AST: Major Oil Storage Facilities Database
Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

INDIAN UST R9: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/14/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 10/12/2021
Date Data Arrived at EDR: 11/15/2021
Date Made Active in Reports: 02/08/2022
Number of Days to Update: 85

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/06/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/28/2021
Date Data Arrived at EDR: 06/22/2021
Date Made Active in Reports: 09/20/2021
Number of Days to Update: 90

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

TANKS: Storage Tank Faciliy Listing

This database contains records of facilities that are or have been regulated under Bulk Storage Program. Tank information for these facilities may not be releasable by the state agency.

Date of Government Version: 12/16/2021
Date Data Arrived at EDR: 12/16/2021
Date Made Active in Reports: 03/01/2022
Number of Days to Update: 75

Source: Department of Environmental Conservation
Telephone: 518-402-9543
Last EDR Contact: 03/22/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

ENV RES DECL: Environmental Restrictive Declarations

The Environmental Restrictive Declarations (ERD) listed were recorded in connection with a zoning action against the noted Tax Blocks and Tax Lots, or portion thereof, and are available in the property records on file at the Office of the City Register for Bronx, Kings, New York and Queens counties or at the Richmond County Clerk's office. They contain environmental requirements with respect to hazardous materials, air quality and/or noise in accordance with Section 11-15 of this Resolution.

Date of Government Version: 11/23/2021
Date Data Arrived at EDR: 12/15/2021
Date Made Active in Reports: 03/01/2022
Number of Days to Update: 76

Source: New York City Department of City Planning
Telephone: 212-720-3300
Last EDR Contact: 03/15/2022
Next Scheduled EDR Contact: 06/27/2022
Data Release Frequency: Varies

RES DECL: Restrictive Declarations Listing

A restrictive declaration is a covenant running with the land which binds the present and future owners of the property. As a condition of certain special permits, the City Planning Commission may require an applicant to sign and record a restrictive declaration that places specified conditions on the future use and development of the property. Certain restrictive declarations are indicated by a D on zoning maps.

Date of Government Version: 11/23/2021
Date Data Arrived at EDR: 12/13/2021
Date Made Active in Reports: 03/02/2022
Number of Days to Update: 79

Source: NYC Department of City Planning
Telephone: 212-720-3401
Last EDR Contact: 03/16/2022
Next Scheduled EDR Contact: 06/27/2022
Data Release Frequency: Varies

ENG CONTROLS: Registry of Engineering Controls

Environmental Remediation sites that have engineering controls in place.

Date of Government Version: 02/08/2022
Date Data Arrived at EDR: 02/08/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 87

Source: Department of Environmental Conservation
Telephone: 518-402-9553
Last EDR Contact: 05/11/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Quarterly

INST CONTROL: Registry of Institutional Controls

Environmental Remediation sites that have institutional controls in place.

Date of Government Version: 02/08/2022
Date Data Arrived at EDR: 02/08/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 87

Source: Department of Environmental Conservation
Telephone: 518-402-9553
Last EDR Contact: 05/11/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Quarterly

Lists of state and tribal voluntary cleanup sites

VCP: Voluntary Cleanup Agreements

New York established its Voluntary Cleanup Program (VCP) to address the environmental, legal and financial barriers that often hinder the redevelopment and reuse of contaminated properties. The Voluntary Cleanup Program was developed to enhance private sector cleanup of brownfields by enabling parties to remediate sites using private rather than public funds and to reduce the development pressures on "greenfield" sites.

Date of Government Version: 02/08/2022
Date Data Arrived at EDR: 02/08/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 87

Source: Department of Environmental Conservation
Telephone: 518-402-9711
Last EDR Contact: 05/11/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Semi-Annually

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 03/16/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 07/08/2021
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

VCP NYC: Voluntary Cleanup Program Listing NYC
New York City voluntary cleanup program sites.

Date of Government Version: 03/07/2022
Date Data Arrived at EDR: 03/09/2022
Date Made Active in Reports: 06/03/2022
Number of Days to Update: 86

Source: New York City Office of Environmental Protection
Telephone: 212-788-8841
Last EDR Contact: 03/09/2022
Next Scheduled EDR Contact: 06/20/2022
Data Release Frequency: Varies

Lists of state and tribal brownfield sites

BROWNFIELDS: Brownfields Site List
A Brownfield is any real property where redevelopment or re-use may be complicated by the presence or potential presence of a hazardous waste, petroleum, pollutant, or contaminant.

Date of Government Version: 02/08/2022
Date Data Arrived at EDR: 02/08/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 87

Source: Department of Environmental Conservation
Telephone: 518-402-9764
Last EDR Contact: 05/11/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Semi-Annually

ERP: Environmental Restoration Program Listing
In an effort to spur the cleanup and redevelopment of brownfields, New Yorkers approved a $200 million Environmental Restoration or Brownfields Fund as part of the $1.75 billion Clean Water/Clean Air Bond Act of 1996 (1996 Bond Act). Enhancements to the program were enacted on October 7, 2003. Under the Environmental Restoration Program, the State provides grants to municipalities to reimburse up to 90 percent of on-site eligible costs and 100% of off-site eligible costs for site investigation and remediation activities. Once remediated, the property may then be reused for commercial, industrial, residential or public use.

Date of Government Version: 02/08/2022
Date Data Arrived at EDR: 02/08/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 87

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 05/11/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Quarterly

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 02/23/2022
Date Data Arrived at EDR: 03/10/2022
Date Made Active in Reports: 03/10/2022
Number of Days to Update: 0

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 03/15/2022
Next Scheduled EDR Contact: 06/27/2022
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWTIRE: Registered Waste Tire Storage & Facility List

A listing of facilities registered to accept waste tires.

Date of Government Version: 02/27/2018
Date Data Arrived at EDR: 04/06/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 63

Source: Department of Environmental Conservation
Telephone: 518-402-8694
Last EDR Contact: 06/03/2022
Next Scheduled EDR Contact: 09/19/2022
Data Release Frequency: No Update Planned

SWRCY: Registered Recycling Facility List

A listing of recycling facilities.

Date of Government Version: 12/21/2021
Date Data Arrived at EDR: 12/27/2021
Date Made Active in Reports: 03/22/2022
Number of Days to Update: 85

Source: Department of Environmental Conservation
Telephone: 518-402-8678
Last EDR Contact: 03/29/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Varies

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 04/14/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 04/28/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 02/22/2022
Date Data Arrived at EDR: 02/23/2022
Date Made Active in Reports: 05/10/2022
Number of Days to Update: 76

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 05/24/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: No Update Planned

DEL SHWS: Delisted Registry Sites

A database listing of sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites.

Date of Government Version: 02/08/2022
Date Data Arrived at EDR: 02/08/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 87

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 05/11/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Quarterly

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 02/22/2022
Date Data Arrived at EDR: 02/23/2022
Date Made Active in Reports: 05/10/2022
Number of Days to Update: 76

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 05/24/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Quarterly

PFAS 2: New York State Inactive Landfill Initiative

A solid waste site priority list of mitigation and remedial activities to address sites causing, or substantially contributing to, impairments of drinking water quality. The primary focus is inactive solid waste disposal sites, primarily landfills, and their potential impact on New York?s drinking water resources from site-related contaminants, with a focus on emerging contaminants, including per- and polyfluoroalkyl substances (PFAS) and 1,4-dioxane.

Date of Government Version: 10/29/2021
Date Data Arrived at EDR: 11/19/2021
Date Made Active in Reports: 04/26/2022
Number of Days to Update: 158

Source: Department of Environmental Conservation
Telephone: 518-402-9662
Last EDR Contact: 05/16/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Varies

PFAS: PFAS Contamination Site Location Listing

DEC surveyed select businesses, fire departments, fire training centers, bulk storage facilities, airports, and Department of Defense (DoD) facilities. The responses to the survey have helped to determine if these entities used or stored materials containing PFOA/PFOS including AFFF and dispersants used in Teflon coating operations. The results of this survey will be updated periodically as additional responses are received..

Date of Government Version: 01/16/2019
Date Data Arrived at EDR: 05/08/2019
Date Made Active in Reports: 06/24/2019
Number of Days to Update: 47

Source: Department of Environmental Conservation
Telephone: 518-402-9020
Last EDR Contact: 05/16/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Varies

Local Lists of Registered Storage Tanks

HIST UST: Historical Petroleum Bulk Storage Database

These facilities have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. It is no longer updated due to the sensitive nature of the information involved. See UST for more current data.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 06/02/2006
Date Made Active in Reports: 07/20/2006
Number of Days to Update: 48

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 10/23/2006
Next Scheduled EDR Contact: 01/22/2007
Data Release Frequency: Varies

HIST AST: Historical Petroleum Bulk Storage Database

These facilities have petroleum storage capabilities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. No longer updated due to the sensitive nature of the information involved. See AST for more current data.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 06/02/2006
Date Made Active in Reports: 07/20/2006
Number of Days to Update: 48

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 10/23/2006
Next Scheduled EDR Contact: 01/22/2007
Data Release Frequency: No Update Planned

Local Land Records

LIENS: Spill Liens Information

Lien information from the Oil Spill Fund.

Date of Government Version: 01/31/2022
Date Data Arrived at EDR: 02/01/2022
Date Made Active in Reports: 04/26/2022
Number of Days to Update: 84

Source: Office of the State Comptroller
Telephone: 518-474-9034
Last EDR Contact: 05/02/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Quarterly

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 06/01/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System
Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/15/2021
Date Data Arrived at EDR: 12/16/2021
Date Made Active in Reports: 03/10/2022
Number of Days to Update: 84

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 03/21/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

SPILLS: Spills Information Database
Data collected on spills reported to NYSDEC as required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

Date of Government Version: 03/15/2022
Date Data Arrived at EDR: 03/15/2022
Date Made Active in Reports: 03/16/2022
Number of Days to Update: 1

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 05/11/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Varies

HIST SPILLS: SPILLS Database
This database contains records of chemical and petroleum spill incidents. Under State law, petroleum and hazardous chemical spills that can impact the waters of the state must be reported by the spiller (and, in some cases, by anyone who has knowledge of the spills). In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY SPILLS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 07/08/2005
Date Made Active in Reports: 07/14/2005
Number of Days to Update: 6

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 07/07/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SPILLS 90: SPILLS90 data from FirstSearch
Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/14/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/12/2013
Number of Days to Update: 40

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SPILLS 80: SPILLS80 data from FirstSearch
Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 11/02/2010
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 03/07/2013
Number of Days to Update: 63

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 02/28/2022
Date Data Arrived at EDR: 03/02/2022
Date Made Active in Reports: 03/17/2022
Number of Days to Update: 15

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 04/06/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/01/2021
Date Data Arrived at EDR: 02/15/2022
Date Made Active in Reports: 05/10/2022
Number of Days to Update: 84

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 05/17/2022
Next Scheduled EDR Contact: 08/29/2022
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 06/07/2021
Date Data Arrived at EDR: 07/13/2021
Date Made Active in Reports: 03/09/2022
Number of Days to Update: 239

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 04/12/2022
Next Scheduled EDR Contact: 07/25/2022
Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/11/2018
Date Made Active in Reports: 11/06/2019
Number of Days to Update: 574

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 04/05/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017
Date Data Arrived at EDR: 02/03/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 05/06/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 12/13/2021
Date Data Arrived at EDR: 12/17/2021
Date Made Active in Reports: 03/17/2022
Number of Days to Update: 90

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 03/21/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 04/28/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 05/06/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/17/2020
Date Made Active in Reports: 09/10/2020
Number of Days to Update: 85

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 03/18/2022
Next Scheduled EDR Contact: 06/27/2022
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 08/14/2020
Date Made Active in Reports: 11/04/2020
Number of Days to Update: 82

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 05/20/2022
Next Scheduled EDR Contact: 08/29/2022
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 01/19/2022
Date Data Arrived at EDR: 01/19/2022
Date Made Active in Reports: 04/11/2022
Number of Days to Update: 82

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 04/20/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 06/01/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/04/2022
Date Made Active in Reports: 05/10/2022
Number of Days to Update: 6

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 04/18/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 01/25/2022
Date Data Arrived at EDR: 02/03/2022
Date Made Active in Reports: 02/25/2022
Number of Days to Update: 22

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 06/01/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/20/2022
Date Data Arrived at EDR: 01/20/2022
Date Made Active in Reports: 03/25/2022
Number of Days to Update: 64

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 04/08/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System
The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 03/31/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/29/2021
Date Data Arrived at EDR: 08/24/2021
Date Made Active in Reports: 11/19/2021
Number of Days to Update: 87

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 04/18/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 11/30/2021
Date Made Active in Reports: 02/22/2022
Number of Days to Update: 84

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 06/02/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 11/11/2019
Number of Days to Update: 251

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 05/25/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019
Date Data Arrived at EDR: 11/06/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 96

Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 05/06/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/01/2019
Date Made Active in Reports: 09/23/2019
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 03/28/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing
A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing
A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data
Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020
Date Data Arrived at EDR: 01/28/2020
Date Made Active in Reports: 04/17/2020
Number of Days to Update: 80

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 04/26/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees
Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2021
Date Data Arrived at EDR: 01/14/2022
Date Made Active in Reports: 03/25/2022
Number of Days to Update: 70

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 04/04/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2019
Date Data Arrived at EDR: 03/02/2022
Date Made Active in Reports: 03/25/2022
Number of Days to Update: 23

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 03/02/2022
Next Scheduled EDR Contact: 07/04/2022
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 04/05/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021
Date Data Arrived at EDR: 07/27/2021
Date Made Active in Reports: 10/22/2021
Number of Days to Update: 87

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 04/28/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019
Date Data Arrived at EDR: 11/15/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 74

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 05/16/2022
Next Scheduled EDR Contact: 08/29/2022
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 09/01/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 03/21/2022
Date Data Arrived at EDR: 03/22/2022
Date Made Active in Reports: 03/25/2022
Number of Days to Update: 3

Source: DOL, Mine Safety & Health Admi
Telephone: 202-693-9424
Last EDR Contact: 05/26/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: Quarterly

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 02/01/2022
Date Data Arrived at EDR: 02/23/2022
Date Made Active in Reports: 05/24/2022
Number of Days to Update: 90

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 05/25/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020
Date Data Arrived at EDR: 05/27/2020
Date Made Active in Reports: 08/13/2020
Number of Days to Update: 78

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 05/27/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 05/27/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 12/14/2021
Date Data Arrived at EDR: 12/15/2021
Date Made Active in Reports: 03/10/2022
Number of Days to Update: 85

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 06/02/2022
Next Scheduled EDR Contact: 09/19/2022
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 05/13/2022
Date Data Arrived at EDR: 05/18/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 13

Source: EPA
Telephone: (212) 637-3000
Last EDR Contact: 05/18/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 01/01/2022
Date Data Arrived at EDR: 01/04/2022
Date Made Active in Reports: 01/10/2022
Number of Days to Update: 6

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 04/05/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 01/11/2022
Date Made Active in Reports: 02/14/2022
Number of Days to Update: 34

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 04/12/2022
Next Scheduled EDR Contact: 07/25/2022
Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021
Date Data Arrived at EDR: 05/21/2021
Date Made Active in Reports: 08/11/2021
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 05/19/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 02/17/2022
Date Data Arrived at EDR: 02/17/2022
Date Made Active in Reports: 05/10/2022
Number of Days to Update: 82

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 05/17/2022
Next Scheduled EDR Contact: 08/29/2022
Data Release Frequency: Quarterly

AIRS: Air Emissions Data

Point source emissions inventory data.

Date of Government Version: 01/31/2022
Date Data Arrived at EDR: 02/01/2022
Date Made Active in Reports: 02/10/2022
Number of Days to Update: 9

Source: Department of Environmental Conservation
Telephone: 518-402-8452
Last EDR Contact: 04/18/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: Annually

COAL ASH: Coal Ash Disposal Site Listing

A listing of coal ash disposal site locations.

Date of Government Version: 12/21/2021
Date Data Arrived at EDR: 12/27/2021
Date Made Active in Reports: 03/16/2022
Number of Days to Update: 79

Source: Department of Environmental Conservation
Telephone: 518-402-8660
Last EDR Contact: 03/28/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

DRYCLEANERS: Registered Drycleaners

A listing of all registered drycleaning facilities.

Date of Government Version: 03/07/2022
Date Data Arrived at EDR: 03/10/2022
Date Made Active in Reports: 06/03/2022
Number of Days to Update: 85

Source: Department of Environmental Conservation
Telephone: 518-402-8403
Last EDR Contact: 06/03/2022
Next Scheduled EDR Contact: 09/19/2022
Data Release Frequency: Annually

E DESIGNATION: E DESIGNATION SITE LISTING

The (E (Environmental)) designation would ensure that sampling and remediation take place on the subject properties, and would avoid any significant impacts related to hazardous materials at these locations. The (E) designations would require that the fee owner of the sites conduct a testing and sampling protocol, and remediation where appropriate, to the satisfaction of the NYCDEP before the issuance of a building permit by the Department of Buildings pursuant to the provisions of Section 11-15 of the Zoning Resolution (Environmental Requirements). The (E) designations also include a mandatory construction-related health and safety plan which must be approved by NYCDEP.

Date of Government Version: 12/13/2021
Date Data Arrived at EDR: 12/17/2021
Date Made Active in Reports: 12/30/2021
Number of Days to Update: 13

Source: New York City Department of City Planning
Telephone: 718-595-6658
Last EDR Contact: 03/15/2022
Next Scheduled EDR Contact: 06/27/2022
Data Release Frequency: Semi-Annually

Financial Assurance 1: Financial Assurance Information Listing

Financial assurance information.

Date of Government Version: 12/21/2021
Date Data Arrived at EDR: 12/22/2021
Date Made Active in Reports: 03/16/2022
Number of Days to Update: 84

Source: Department of Environmental Conservation
Telephone: 518-402-8660
Last EDR Contact: 03/28/2022
Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for hazardous waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 06/11/2020
Date Data Arrived at EDR: 06/16/2020
Date Made Active in Reports: 09/02/2020
Number of Days to Update: 78

Source: Department of Environmental Conservation
Telephone: 518-402-8712
Last EDR Contact: 06/03/2022
Next Scheduled EDR Contact: 09/19/2022
Data Release Frequency: Varies

HSWDS: Hazardous Substance Waste Disposal Site Inventory

The list includes any known or suspected hazardous substance waste disposal sites. Also included are sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites and non-Registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entity. The last version of the study inventory is frozen in time. The sites on the study will not automatically be made Superfund sites, rather each site will be further evaluated for listing on the Registry. So overtime they will be added to the registry or not.

Date of Government Version: 01/01/2003
Date Data Arrived at EDR: 10/20/2006
Date Made Active in Reports: 11/30/2006
Number of Days to Update: 41

Source: Department of Environmental Conservation
Telephone: 518-402-9564
Last EDR Contact: 05/26/2009
Next Scheduled EDR Contact: 08/24/2009
Data Release Frequency: No Update Planned

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 10/29/2021
Date Made Active in Reports: 01/19/2022
Number of Days to Update: 82

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 04/28/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Quarterly

SPDES: State Pollutant Discharge Elimination System

New York State has a state program which has been approved by the United States Environmental Protection Agency for the control of wastewater and stormwater discharges in accordance with the Clean Water Act. Under New York State law the program is known as the State Pollutant Discharge Elimination System (SPDES) and is broader in scope than that required by the Clean Water Act in that it controls point source discharges to groundwaters as well as surface waters.

Date of Government Version: 03/25/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/18/2022
Number of Days to Update: 13

Source: Department of Environmental Conservation
Telephone: 518-402-8233
Last EDR Contact: 04/18/2022
Next Scheduled EDR Contact: 08/01/2022
Data Release Frequency: No Update Planned

VAPOR REOPENED: Vapor Intrusion Legacy Site List

New York is currently re-evaluating previous assumptions and decisions regarding the potential for soil vapor intrusion exposures at sites. As a result, all past, current, and future contaminated sites will be evaluated to determine whether these sites have the potential for exposures related to soil vapor intrusion.

Date of Government Version: 01/01/2022
Date Data Arrived at EDR: 02/08/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 87

Source: Department of Environmenal Conservation
Telephone: 518-402-9814
Last EDR Contact: 05/13/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: Varies

UIC: Underground Injection Control Wells

A listing of enhanced oil recovery underground injection wells.

Date of Government Version: 02/27/2022
Date Data Arrived at EDR: 03/01/2022
Date Made Active in Reports: 05/27/2022
Number of Days to Update: 87

Source: Department of Environmental Conservation
Telephone: 518-402-8056
Last EDR Contact: 05/31/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: Quarterly

COOLING TOWERS: Registered Cooling Towers

This data includes the location of cooling towers registered with New York State. The data is self-reported by owners/property managers of cooling towers in service in New York State. In August 2015, the New York State Department of Health released emergency regulations requiring the owners of cooling towers to register them with New York State.

Date of Government Version: 01/04/2022
Date Data Arrived at EDR: 01/12/2022
Date Made Active in Reports: 04/01/2022
Number of Days to Update: 79

Source: Department of Health
Telephone: 518-402-7650
Last EDR Contact: 04/13/2022
Next Scheduled EDR Contact: 07/25/2022
Data Release Frequency: Varies

MINES MRDS: Mineral Resources Data System

Mineral Resources Data System

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 10/21/2019
Date Made Active in Reports: 10/24/2019
Number of Days to Update: 3

Source: USGS
Telephone: 703-648-6533
Last EDR Contact: 05/27/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Varies

PCS INACTIVE: Listing of Inactive PCS Permits

An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014
Date Data Arrived at EDR: 01/06/2015
Date Made Active in Reports: 05/06/2015
Number of Days to Update: 120

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 03/31/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Semi-Annually

PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 02/05/2015
Date Made Active in Reports: 03/06/2015
Number of Days to Update: 29

Source: EPA
Telephone: 202-564-2497
Last EDR Contact: 03/31/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Varies

NYC LEAD 2: Recent Lead Paint Violations

Pursuant to New York City?s Housing Maintenance Code, the Department of Housing Preservation and Development (HPD) issues violations against conditions in rental dwelling units that have been verified to violate the New York City Housing Maintenance Code (HMC) or the New York State Multiple Dwelling Law (MDL). Violations are issued when an inspection verifies that a violation of the HMC or MDL exists. It is closed when the violation is corrected, as observed/verified by HPD or as certified by the landlord.

Date of Government Version: 02/01/2022
Date Data Arrived at EDR: 02/02/2022
Date Made Active in Reports: 04/27/2022
Number of Days to Update: 84

Source: New York City Department of Housing Preservation & Development
Telephone: 212-863-8200
Last EDR Contact: 05/04/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Varies

PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011
Date Data Arrived at EDR: 08/05/2011
Date Made Active in Reports: 09/29/2011
Number of Days to Update: 55

Source: EPA, Office of Water
Telephone: 202-564-2496
Last EDR Contact: 03/31/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Semi-Annually

NYC LEAD: Lead-based Paint Testing Results

The results of the inspections for all classrooms serving students under six in applicable buildings. Identifies all classrooms, whether there was observation of peeling paint, and if there was, standard response protocol was followed.

Date of Government Version: 12/31/2021
Date Data Arrived at EDR: 02/04/2022
Date Made Active in Reports: 04/28/2022
Number of Days to Update: 83

Source: New York City Department of Education
Telephone: 212-374-5141
Last EDR Contact: 05/04/2022
Next Scheduled EDR Contact: 08/15/2022
Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: Department of Environmental Conservation
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/10/2014
Number of Days to Update: 193

Source: Department of Environmental Conservation
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

CORTLAND COUNTY:

AST - CORTLAND: Cortland County Storage Tank Listing

A listing of aboveground storage tank sites located in Cortland County.

Date of Government Version: 08/20/2019
Date Data Arrived at EDR: 08/20/2019
Date Made Active in Reports: 10/16/2019
Number of Days to Update: 57

Source: Cortland County Health Department
Telephone: 607-753-5035
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Quarterly

UST - CORTLAND: Cortland County Storage Tank Listing

A listing of underground storage tank sites located in Cortland County.

Date of Government Version: 08/20/2019
Date Data Arrived at EDR: 08/20/2019
Date Made Active in Reports: 10/16/2019
Number of Days to Update: 57

Source: Cortland County Health Department
Telephone: 607-753-5035
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Quarterly

NASSAU COUNTY:

AST - NASSAU: Registered Tank Database
A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 01/09/2017
Date Data Arrived at EDR: 01/11/2017
Date Made Active in Reports: 02/15/2017
Number of Days to Update: 35

Source: Nassau County Health Department
Telephone: 516-571-3314
Last EDR Contact: 04/25/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: No Update Planned

AST NCFM: Storage Tank Database
A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 02/15/2011
Date Data Arrived at EDR: 02/23/2011
Date Made Active in Reports: 03/29/2011
Number of Days to Update: 34

Source: Nassau County Office of the Fire Marshal
Telephone: 516-572-1000
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Varies

TANKS NASSAU: Registered Tank Database in Nassau County
A listing of facilities in Nassau County with storage tanks.

Date of Government Version: 01/09/2017
Date Data Arrived at EDR: 01/11/2017
Date Made Active in Reports: 02/15/2017
Number of Days to Update: 35

Source: Nassau County Department of Health
Telephone: 516-227-9691
Last EDR Contact: 04/25/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Varies

UST - NASSAU: Registered Tank Database
A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 01/09/2017
Date Data Arrived at EDR: 01/11/2017
Date Made Active in Reports: 02/15/2017
Number of Days to Update: 35

Source: Nassau County Health Department
Telephone: 516-571-3314
Last EDR Contact: 04/25/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: No Update Planned

UST NCFM: Storage Tank Database
A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 02/15/2011
Date Data Arrived at EDR: 02/23/2011
Date Made Active in Reports: 03/29/2011
Number of Days to Update: 34

Source: Nassau County Office of the Fire Marshal
Telephone: 516-572-1000
Last EDR Contact: 04/21/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Varies

ROCKLAND COUNTY:

AST - ROCKLAND: Petroleum Bulk Storage Database
A listing of aboveground storage tank sites located in Rockland County. Rockland County?s Petroleum Bulk Storage (PBS) program is no longer in service. All related operations/duties are now wholly overseen by the New York State Dept. of Environmental Conservation (NYSDEC).

Date of Government Version: 02/02/2017
Date Data Arrived at EDR: 03/17/2017
Date Made Active in Reports: 09/22/2017
Number of Days to Update: 189

Source: Rockland County Health Department
Telephone: 914-364-2605
Last EDR Contact: 05/26/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: No Update Planned

UST - ROCKLAND: Petroleum Bulk Storage Database
A listing of underground storage tank sites located in Rockland County. Rockland County?s Petroleum Bulk Storage (PBS) program is no longer in service. All related operations/duties are now wholly overseen by the New York State Dept. of Environmental Conservation (NYSDEC).

Date of Government Version: 02/02/2017
Date Data Arrived at EDR: 03/17/2017
Date Made Active in Reports: 09/22/2017
Number of Days to Update: 189

Source: Rockland County Health Department
Telephone: 914-364-2605
Last EDR Contact: 05/26/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: No Update Planned

SUFFOLK COUNTY:

AST - SUFFOLK: Storage Tank Database
A listing of aboveground storage tank sites located in Suffolk County.

Date of Government Version: 06/28/2018
Date Data Arrived at EDR: 12/06/2018
Date Made Active in Reports: 02/07/2019
Number of Days to Update: 63

Source: Suffolk County Department of Health Services
Telephone: 631-854-2521
Last EDR Contact: 04/25/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: No Update Planned

TANKS SUFFOLK: Storage Tank Database
This county is not included in the state?s database. These are facilities that have no tank information in the storage tank database.

Date of Government Version: 06/28/2018
Date Data Arrived at EDR: 02/05/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 31

Source: Department of Health Services
Telephone: 631-854-2516
Last EDR Contact: 04/25/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Varies

UST - SUFFOLK: Storage Tank Database
A listing of underground storage tank sites located in Suffolk County.

Date of Government Version: 06/28/2018
Date Data Arrived at EDR: 12/06/2018
Date Made Active in Reports: 02/07/2019
Number of Days to Update: 63

Source: Suffolk County Department of Health Services
Telephone: 631-854-2521
Last EDR Contact: 04/25/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: No Update Planned

WESTCHESTER COUNTY:

AST - WESTCHESTER: Listing of Storage Tanks
A listing of aboveground storage tank sites located in Westchester County.

Date of Government Version: 02/04/2022
Date Data Arrived at EDR: 02/04/2022
Date Made Active in Reports: 04/27/2022
Number of Days to Update: 82

Source: Westchester County Department of Health
Telephone: 914-813-5161
Last EDR Contact: 04/25/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Semi-Annually

UST - WESTCHESTER: Listing of Storage Tanks
A listing of underground storage tank sites located in Westchester County.

Date of Government Version: 02/04/2022
Date Data Arrived at EDR: 02/04/2022
Date Made Active in Reports: 04/27/2022
Number of Days to Update: 82

Source: Westchester County Department of Health
Telephone: 914-813-5161
Last EDR Contact: 04/25/2022
Next Scheduled EDR Contact: 08/08/2022
Data Release Frequency: Semi-Annually

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 12/03/2021
Date Data Arrived at EDR: 02/11/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 84

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 05/09/2022
Next Scheduled EDR Contact: 08/22/2022
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 04/10/2019
Date Made Active in Reports: 05/16/2019
Number of Days to Update: 36

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 04/07/2022
Next Scheduled EDR Contact: 07/18/2022
Data Release Frequency: Annually

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/19/2019
Date Made Active in Reports: 09/10/2019
Number of Days to Update: 53

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 04/08/2022
Next Scheduled EDR Contact: 07/25/2022
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 11/30/2021
Date Made Active in Reports: 02/18/2022
Number of Days to Update: 80

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 05/16/2022
Next Scheduled EDR Contact: 08/29/2022
Data Release Frequency: Annually

VT MANIFEST: Hazardous Waste Manifest Data
Hazardous waste manifest information.

Date of Government Version: 10/28/2019
Date Data Arrived at EDR: 10/29/2019
Date Made Active in Reports: 01/09/2020
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 802-241-3443
Last EDR Contact: 04/12/2022
Next Scheduled EDR Contact: 07/25/2022
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 06/19/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 76

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/03/2022
Next Scheduled EDR Contact: 09/19/2022
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: Endeavor Business Media
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data
Source: Endeavor Business Media
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Day Care Providers
Source: Department of Health
Telephone: 212-676-2444

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands
Source: Department of Environmental Conservation
Telephone: 518-402-8961

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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APPENDIX D
GEOLOGIC BORING LOGS

LiRo Engineers, Inc.

TEST BORING LOG

		BORING NO:	SB-01
PROJECT:	Replacement of Distribution Watermain and Sanitary Sewer in Mundy Ln between Cranford Ave and Nereid Ave in Bronx, New York.	SHEET:	1 of 1
CLIENT:	Department of Design and Construction - HED-578	JOB NO.:	19-294-0265.01
BORING CONTRACTOR:	Associated Environmental Services, LLC.	LOCATION:	Mundy Ln./Cranford Ave.
GROUNDWATER:	Not observed	GROUND ELEVATION:	NA
		DATE STARTED:	September 12, 2022
		DATE FINISHED:	September 12, 2022
		DRILLER:	John Veiss
		GEOLOGIST:	Eva Jakubowska
		REVIEWED BY:	Jon Williams

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	SAMPLE STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	DESCRIPTION COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1					NA	Brown	NA	0-8.0': Fine to medium Sand, some gravel.	SW	Hand cleared to 8 ftbg PID: 0.0 ppm Moist
8								End of Boring at 8 ftbg - refusal (proposed boring was to 10 ftbg)		
10										
15										
20										
25										
30										

COMMENTS: Grab sample collected @ 7.5-8.0 ftbg. Composite sample collected from 0-8.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01
BORING NO.: SB-01

LiRo Engineers, Inc.

TEST BORING LOG

		BORING NO:	SB-02
PROJECT:	Replacement of Distribution Watermain and Sanitary Sewer in Mundy Ln between Cranford Ave and Nereid Ave in Bronx, New York.	SHEET:	1 of 1
CLIENT:	Department of Design and Construction - HED-578	JOB NO.:	19-294-0265.01
BORING CONTRACTOR:	Associated Environmental Services, LLC.	LOCATION:	Mundy Ln./East 241 St.
GROUNDWATER:	Not observed	GROUND ELEVATION:	NA
		DATE STARTED:	September 12, 2022
		DATE FINISHED:	September 12, 2022
		DRILLER:	John Veiss
		GEOLOGIST:	Eva Jakubowska
		REVIEWED BY:	Jon Williams

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1					NA	Dark brown to brown	NA	0-6.0': Fine to medium Sand, lots of gravel and fill material (red brick pieces).	FILL	Hand cleared to 6 ftbg PID: 0.0 ppm Moist
6								Enf of Boring at 6 ftbg - refusal (proposed boring was to 10 ftbg)		
10										
15										
20										
25										
30										

COMMENTS: Grab sample collected @ 5.5-6.0 ftbg. Composite sample collected from 0-6.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01

BORING NO.: SB-02

LiRo Engineers, Inc.

TEST BORING LOG

		BORING NO:	SB-03
PROJECT:	Replacement of Distribution Watermain and Sanitary Sewer in Mundy Ln between Cranford Ave and Nereid Ave in Bronx, New York.	SHEET:	1 of 1
CLIENT:	Department of Design and Construction - HED-578	JOB NO.:	19-294-0265.01
BORING CONTRACTOR:	Associated Environmental Services, LLC.	LOCATION:	Mundy Ln.
GROUNDWATER:	Not observed	GROUND ELEVATION:	NA
		DATE STARTED:	September 12, 2022
		DATE FINISHED:	September 12, 2022
		DRILLER:	John Veiss
		GEOLOGIST:	Eva Jakubowska
		REVIEWED BY:	Jon Williams

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	SAMPLE STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	DESCRIPTION COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1					NA	Dark brown to brown	NA	0-6.0': Fine to medium Sand, gravel and fill material (red brick pieces).	FILL	Hand cleared to 5 ftbg PID: 0.0 ppm Moist
5								End of Boring at 5 ftbg - refusal (proposed boring was to 10 ftbg)		
10										
15										
20										
25										
30										

COMMENTS: Grab sample collected @ 4.5-5.0 ftbg. Composite sample collected from 0-5.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01

BORING NO.: SB-03

APPENDIX E
LABORATORY ANALYTICAL RESULTS

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

DATA FOR

VOLATILE ORGANICS

SEMI-VOLATILE ORGANICS

GC SEMI-VOLATILES

METALS

GENERAL CHEMISTRY

PROJECT NAME : DDC OEGS - MUNDY LN.

LIRO ENGINEERS, INC.

690 Delaware Ave.

Buffalo, NY - 14209

Phone No: 716-882-5476

ORDER ID : N4597

ATTENTION : Steve Frank

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Date : 09/20/2022

Dear Steve Frank,

6 soil samples for the **DDC OEGS - Mundy Ln.** project were received on **09/13/2022.** The analytical fax results for those samples requested for an expedited turn around time may be seen in this report.
Please contact me if you have any questions or concerns regarding this report.

Regards,

Samantha Beazley

Samantha@chemtech.net

CHEMTECH
CHAIN OF CUSTODY RECORD

284 Sheffield Street, Mountainside, NJ 07092
(908) 789-8900 • Fax (908) 789-8922
www.chemtech.net

CHEMTECH PROJECT NO.
QUOTE NO. M4597
COC Number 2036122

CLIENT INFORMATION

REPORT TO BE SENT TO:
COMPANY: LRO Engineers, Inc.
ADDRESS: 703 Lorimer Street
CITY Brooklyn STATE: NY ZIP: 11211
ATTENTION: Steve Frank
PHONE: 716 882-5476 FAX: —

CLIENT PROJECT INFORMATION

PROJECT NAME: Water Main & Sanitary Sewer in Mundy Ln.
PROJECT NO.: 19-294-0265.01 LOCATION: Bronx, NY
PROJECT MANAGER: Steve Frank
e-mail: franks@lro.com / hawsona@lro.com
PHONE: 716 882-5476 FAX: —

CLIENT BILLING INFORMATION

BILL TO: PO#:
ADDRESS: same
CITY STATE: ZIP:
ATTENTION: PHONE:

DATA TURNAROUND INFORMATION

FAX (RUSH) _____ DAYS*
HARDCOPY (DATA PACKAGE): _____ DAYS*
EDD: 5 day TAT DAYS*
*TO BE APPROVED BY CHEMTECH
STANDARD HARDCOPY TURNAROUND TIME IS 10 BUSINESS DAYS

DATA DELIVERABLE INFORMATION

- [x] Level 1 (Results Only)
- [ ] Level 2 (Results + QC)
- [ ] Level 3 (Results + QC + Raw Data)
- [ ] Level 4 (QC + Full Raw Data)
- [ ] NJ Reduced
- [ ] US EPA CLP
- [ ] NYS ASP A
- [ ] NYS ASP B
- [ ] Other _____
- [ ] EDD FORMAT _____

ANALYSIS

1 TCL VOCs 8260B; 2 PAHs 8270C; 3 PCBs 3550B/8082; 4 DRO/GRO; 5 RCRA characteristics; 6 TCLP RCRA metals; 7; 8; 9

CHEMTECH SAMPLE ID	PROJECT SAMPLE IDENTIFICATION	SAMPLE MATRIX	SAMPLE TYPE COMP	SAMPLE TYPE GRAB	SAMPLE COLLECTION DATE	SAMPLE COLLECTION TIME	# OF BOTTLES	PRESERVATIVES 1	2	3	4	5	6	7	8	9	COMMENTS
								E →									← Specify Preservatives: A-HCl, B-HN03, C-H2SO4, D-NaOH, E-ICE, F-OTHER
1.	SB-01-7.5-8.0'	S		X	9/12/22	0830	1	X									
2.	SB-01-COMP	S	X		↓	0835	2		X	X	X	X	X				
3.	SB-02-5.5-6.0'	S		X	↓	1000	1	X									
4.	SB-02-COMP	S	X		↓	1005	2		X	X	X	X	X				
5.	SB-03-4.5-5.0'	S		X	↓	1030	1	X									
6.	SB-03-COMP	S	X		↓	1035	2		X	X	X	X	X				
7.																	
8.																	
9.																	
10.																	

SAMPLE CUSTODY MUST BE DOCUMENTED BELOW EACH TIME SAMPLES CHANGE POSSESSION INCLUDING COURIER DELIVERY

RELINQUISHED BY SAMPLER:	DATE/TIME:	RECEIVED BY:
1. [signature]	9/12/22 1100	1. [signature] 1100 9-12-22
2.		2.
3. [signature]	9-13-22 1535	3. SB

Conditions of bottles or coolers at receipt: [x] COMPLIANT [ ] NON COMPLIANT [ ] COOLER TEMP 5.5 °C
Comments:

Page 1 of 1

CLIENT: [ ] Hand Delivered [ ] Other _____
CHEMTECH: [x] Picked Up [ ] Field Sampling

Shipment Complete [ ] YES [ ] NO

HAZ-667

2/6/20

WHITE - CHEMTECH COPY FOR RETURN TO CLIENT YELLOW - CHEMTECH COPY PINK - SAMPLER COPY

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-01-7.5-8.0	SDG No.:	N4597
Lab Sample ID:	N4597-01	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	13.5
Sample Wt/Vol:	5.1 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VY010534.D	1		09/16/22 14:53	VY091622

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	0.97	U	0.97	5.70	ug/Kg
74-87-3	Chloromethane	1.20	U	1.20	5.70	ug/Kg
75-01-4	Vinyl Chloride	1.00	U	1.00	5.70	ug/Kg
74-83-9	Bromomethane	1.30	U	1.30	5.70	ug/Kg
75-00-3	Chloroethane	1.00	U	1.00	5.70	ug/Kg
75-69-4	Trichlorofluoromethane	1.10	U	1.10	5.70	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.82	U	0.82	5.70	ug/Kg
75-35-4	1,1-Dichloroethene	0.97	U	0.97	5.70	ug/Kg
67-64-1	Acetone	19.8	J	13.8	28.3	ug/Kg
75-15-0	Carbon Disulfide	0.85	U	0.85	5.70	ug/Kg
1634-04-4	Methyl tert-butyl Ether	1.10	U	1.10	5.70	ug/Kg
79-20-9	Methyl Acetate	1.40	U	1.40	5.70	ug/Kg
75-09-2	Methylene Chloride	15.9		6.80	11.3	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.77	U	0.77	5.70	ug/Kg
75-34-3	1,1-Dichloroethane	0.79	U	0.79	5.70	ug/Kg
110-82-7	Cyclohexane	0.95	U	0.95	5.70	ug/Kg
78-93-3	2-Butanone	9.90	J	8.30	28.3	ug/Kg
56-23-5	Carbon Tetrachloride	0.90	U	0.90	5.70	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.77	U	0.77	5.70	ug/Kg
74-97-5	Bromochloromethane	0.92	U	0.92	5.70	ug/Kg
67-66-3	Chloroform	0.76	U	0.76	5.70	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.85	U	0.85	5.70	ug/Kg
108-87-2	Methylcyclohexane	0.91	U	0.91	5.70	ug/Kg
71-43-2	Benzene	0.75	U	0.75	5.70	ug/Kg
107-06-2	1,2-Dichloroethane	0.95	U	0.95	5.70	ug/Kg
79-01-6	Trichloroethene	0.83	U	0.83	5.70	ug/Kg
78-87-5	1,2-Dichloropropane	0.74	U	0.74	5.70	ug/Kg
75-27-4	Bromodichloromethane	0.79	U	0.79	5.70	ug/Kg
108-10-1	4-Methyl-2-Pentanone	5.20	U	5.20	28.3	ug/Kg
108-88-3	Toluene	0.71	U	0.71	5.70	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.84	U	0.84	5.70	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.80	U	0.80	5.70	ug/Kg

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-01-7.5-8.0	SDG No.:	N4597
Lab Sample ID:	N4597-01	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	13.5
Sample Wt/Vol:	5.1 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VY010534.D	1		09/16/22 14:53	VY091622

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	0.97	U	0.97	5.70	ug/Kg
591-78-6	2-Hexanone	5.30	U	5.30	28.3	ug/Kg
124-48-1	Dibromochloromethane	0.85	U	0.85	5.70	ug/Kg
106-93-4	1,2-Dibromoethane	0.85	U	0.85	5.70	ug/Kg
127-18-4	Tetrachloroethene	0.86	U	0.86	5.70	ug/Kg
108-90-7	Chlorobenzene	0.74	U	0.74	5.70	ug/Kg
100-41-4	Ethyl Benzene	0.79	U	0.79	5.70	ug/Kg
179601-23-1	m/p-Xylenes	1.70	U	1.70	11.3	ug/Kg
95-47-6	o-Xylene	0.90	U	0.90	5.70	ug/Kg
100-42-5	Styrene	0.90	U	0.90	5.70	ug/Kg
75-25-2	Bromoform	0.92	U	0.92	5.70	ug/Kg
98-82-8	Isopropylbenzene	0.82	U	0.82	5.70	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.30	U	1.30	5.70	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.76	U	0.76	5.70	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.71	U	0.71	5.70	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.73	U	0.73	5.70	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.40	U	1.40	5.70	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	1.10	U	1.10	5.70	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	1.10	U	1.10	5.70	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	61.8		50 - 163	124%	SPK: 50
1868-53-7	Dibromofluoromethane	45.9		54 - 147	92%	SPK: 50
2037-26-5	Toluene-d8	51.9		78 - 125	104%	SPK: 50
460-00-4	4-Bromofluorobenzene	42.9		50 - 146	86%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	87400	7.789			
540-36-3	1,4-Difluorobenzene	152000	8.685			
3114-55-4	Chlorobenzene-d5	146000	11.489			
3855-82-1	1,4-Dichlorobenzene-d4	65100	13.428			

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-01-7.5-8.0	SDG No.:	N4597
Lab Sample ID:	N4597-01	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	13.5
Sample Wt/Vol:	5.1 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VY010534.D	1		09/16/22 14:53	VY091622

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22 08:35
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-01-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-02	Matrix:	SOIL
		% Solid:	86.5

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.36	H	1	0	0	pH		09/14/22 17:22	9045D
Ignitability	NO		1	0	0	oC		09/15/22 14:20	1030
Reactive Cyanide	0.049	U	1	0.049	0.049	mg/Kg	09/14/22 15:20	09/15/22 10:52	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	09/16/22 10:40	09/16/22 12:52	9034

Comments: pH result reported at temperature 24.9 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
N = Spiked sample recovery not within control limits

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-01-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-02	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	13.5 Decanted:
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF011455.D	5	09/14/22 11:15	09/15/22 12:14	PB147636

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	54000		1260	9620	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	3.16		37 - 130	79%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-01-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-02	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	13.5 Decanted:
Sample Wt/Vol:	5.02 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB028282.D	50	09/15/22 18:16	FB091522

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	718	J	208	2590	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	20.5		50 - 150	102%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-01-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-02	Matrix:	SOIL
Analytical Method:	SW8082A	% Moisture:	13.5 Decanted:
Sample Wt/Vol:	30.1 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PR056731.D	1	09/14/22 09:45	09/15/22 13:11	PB147630

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	3.50	U	3.50	19.6	ug/kg
11104-28-2	Aroclor-1221	5.40	U	5.40	19.6	ug/kg
11141-16-5	Aroclor-1232	4.50	U	4.50	19.6	ug/kg
53469-21-9	Aroclor-1242	2.80	U	2.80	19.6	ug/kg
12672-29-6	Aroclor-1248	3.40	U	3.40	19.6	ug/kg
11097-69-1	Aroclor-1254	4.90	U	4.90	19.6	ug/kg
37324-23-5	Aroclor-1262	3.80	U	3.80	19.6	ug/kg
11100-14-4	Aroclor-1268	6.60	U	6.60	19.6	ug/kg
11096-82-5	Aroclor-1260	3.70	U	3.70	19.6	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	20.7		40 - 162	104%	SPK: 20
2051-24-3	Decachlorobiphenyl	15.6		32 - 176	78%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-01-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-02	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	13.5
Sample Wt/Vol:	30.01 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BG054958.D	1	09/14/22 10:15	09/15/22 16:13	PB147633

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	85.4	U	85.4	200	ug/Kg
208-96-8	Acenaphthylene	79.4	U	79.4	200	ug/Kg
83-32-9	Acenaphthene	91.2	U	91.2	200	ug/Kg
86-73-7	Fluorene	91.1	U	91.1	200	ug/Kg
85-01-8	Phenanthrene	480		96.6	200	ug/Kg
120-12-7	Anthracene	100	J	97.1	200	ug/Kg
206-44-0	Fluoranthene	1000		92.2	200	ug/Kg
129-00-0	Pyrene	830		85.8	200	ug/Kg
56-55-3	Benzo(a)anthracene	580		100	200	ug/Kg
218-01-9	Chrysene	500		98.8	200	ug/Kg
205-99-2	Benzo(b)fluoranthene	650		79.7	200	ug/Kg
207-08-9	Benzo(k)fluoranthene	240		85.1	200	ug/Kg
50-32-8	Benzo(a)pyrene	550		78.2	200	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	250		120	200	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	120	U	120	200	ug/Kg
191-24-2	Benzo(g,h,i)perylene	270		110	200	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	57.1		27 - 109	57%	SPK: 100
321-60-8	2-Fluorobiphenyl	60.4		30 - 103	60%	SPK: 100
1718-51-0	Terphenyl-d14	59.8		21 - 107	60%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	34600	8.128			
1146-65-2	Naphthalene-d8	142000	10.955			
15067-26-2	Acenaphthene-d10	101000	14.768			
1517-22-2	Phenanthrene-d10	232000	17.517			
1719-03-5	Chrysene-d12	226000	21.812			
1520-96-3	Perylene-d12	242000	25.185			

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Report of Analysis

Client:	LiRo Engineers, Inc.			Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.			Date Received:	09/13/22
Client Sample ID:	SB-01-COMP			SDG No.:	N4597
Lab Sample ID:	N4597-02			Matrix:	SOIL
Analytical Method:	SW8270			% Moisture:	13.5
Sample Wt/Vol:	30.01	Units:	g	Final Vol:	1000 uL
Soil Aliquot Vol:			uL	Test:	SVOC-PAH
Extraction Type :		Decanted :	N	Level :	LOW
Injection Volume :		GPC Factor :	1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BG054958.D	1	09/14/22 10:15	09/15/22 16:13	PB147633

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

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B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
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() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-01-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-02	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	30.8	U	1	30.8	100	ug/L	09/15/22 12:15	09/16/22 00:57	SW6010
7440-39-3	Barium	1650		1	77.9	500	ug/L	09/15/22 12:15	09/16/22 00:57	SW6010
7440-43-9	Cadmium	2.60	U	1	2.60	30.0	ug/L	09/15/22 12:15	09/16/22 00:57	SW6010
7440-47-3	Chromium	10.4	U	1	10.4	50.0	ug/L	09/15/22 12:15	09/16/22 00:57	SW6010
7439-92-1	Lead	66.3		1	16.4	60.0	ug/L	09/15/22 12:15	09/16/22 00:57	SW6010
7439-97-6	Mercury	0.70	U	1	0.70	2.00	ug/L	09/15/22 14:50	09/16/22 11:20	SW7470A
7782-49-2	Selenium	35.3	U	1	35.3	100	ug/L	09/15/22 12:15	09/16/22 00:57	SW6010
7440-22-4	Silver	8.20	U	1	8.20	50.0	ug/L	09/15/22 12:15	09/16/22 00:57	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
Comments:	TCLP METALS				

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
N =Spiked sample recovery not within control limits

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-5.5-6.0	SDG No.:	N4597
Lab Sample ID:	N4597-03	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	10.4
Sample Wt/Vol:	5.06 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VY010535.D	1		09/16/22 15:17	VY091622

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	0.95	U	0.95	5.50	ug/Kg
74-87-3	Chloromethane	1.20	U	1.20	5.50	ug/Kg
75-01-4	Vinyl Chloride	1.00	U	1.00	5.50	ug/Kg
74-83-9	Bromomethane	1.30	U	1.30	5.50	ug/Kg
75-00-3	Chloroethane	0.98	U	0.98	5.50	ug/Kg
75-69-4	Trichlorofluoromethane	1.10	U	1.10	5.50	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.79	U	0.79	5.50	ug/Kg
75-35-4	1,1-Dichloroethene	0.95	U	0.95	5.50	ug/Kg
67-64-1	Acetone	13.5	U	13.5	27.6	ug/Kg
75-15-0	Carbon Disulfide	0.83	U	0.83	5.50	ug/Kg
1634-04-4	Methyl tert-butyl Ether	1.00	U	1.00	5.50	ug/Kg
79-20-9	Methyl Acetate	1.40	U	1.40	5.50	ug/Kg
75-09-2	Methylene Chloride	18.6		6.60	11.0	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.75	U	0.75	5.50	ug/Kg
75-34-3	1,1-Dichloroethane	0.77	U	0.77	5.50	ug/Kg
110-82-7	Cyclohexane	0.93	U	0.93	5.50	ug/Kg
78-93-3	2-Butanone	8.00	U	8.00	27.6	ug/Kg
56-23-5	Carbon Tetrachloride	0.87	U	0.87	5.50	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.75	U	0.75	5.50	ug/Kg
74-97-5	Bromochloromethane	0.89	U	0.89	5.50	ug/Kg
67-66-3	Chloroform	0.74	U	0.74	5.50	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.83	U	0.83	5.50	ug/Kg
108-87-2	Methylcyclohexane	0.88	U	0.88	5.50	ug/Kg
71-43-2	Benzene	0.73	U	0.73	5.50	ug/Kg
107-06-2	1,2-Dichloroethane	0.93	U	0.93	5.50	ug/Kg
79-01-6	Trichloroethene	0.81	U	0.81	5.50	ug/Kg
78-87-5	1,2-Dichloropropane	0.72	U	0.72	5.50	ug/Kg
75-27-4	Bromodichloromethane	0.77	U	0.77	5.50	ug/Kg
108-10-1	4-Methyl-2-Pentanone	5.10	U	5.10	27.6	ug/Kg
108-88-3	Toluene	0.69	U	0.69	5.50	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.82	U	0.82	5.50	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.78	U	0.78	5.50	ug/Kg

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-5.5-6.0	SDG No.:	N4597
Lab Sample ID:	N4597-03	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	10.4
Sample Wt/Vol:	5.06 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VY010535.D	1		09/16/22 15:17	VY091622

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	0.95	U	0.95	5.50	ug/Kg
591-78-6	2-Hexanone	5.20	U	5.20	27.6	ug/Kg
124-48-1	Dibromochloromethane	0.83	U	0.83	5.50	ug/Kg
106-93-4	1,2-Dibromoethane	0.83	U	0.83	5.50	ug/Kg
127-18-4	Tetrachloroethene	0.84	U	0.84	5.50	ug/Kg
108-90-7	Chlorobenzene	0.72	U	0.72	5.50	ug/Kg
100-41-4	Ethyl Benzene	0.77	U	0.77	5.50	ug/Kg
179601-23-1	m/p-Xylenes	1.60	U	1.60	11.0	ug/Kg
95-47-6	o-Xylene	0.87	U	0.87	5.50	ug/Kg
100-42-5	Styrene	0.87	U	0.87	5.50	ug/Kg
75-25-2	Bromoform	0.89	U	0.89	5.50	ug/Kg
98-82-8	Isopropylbenzene	0.79	U	0.79	5.50	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.20	U	1.20	5.50	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.74	U	0.74	5.50	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.69	U	0.69	5.50	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.71	U	0.71	5.50	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.40	U	1.40	5.50	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	1.00	U	1.00	5.50	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	1.10	U	1.10	5.50	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	60.3		50 - 163	121%	SPK: 50
1868-53-7	Dibromofluoromethane	45.4		54 - 147	91%	SPK: 50
2037-26-5	Toluene-d8	51.8		78 - 125	104%	SPK: 50
460-00-4	4-Bromofluorobenzene	43.1		50 - 146	86%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	141000	7.789			
540-36-3	1,4-Difluorobenzene	246000	8.685			
3114-55-4	Chlorobenzene-d5	237000	11.49			
3855-82-1	1,4-Dichlorobenzene-d4	103000	13.422			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-5.5-6.0	SDG No.:	N4597
Lab Sample ID:	N4597-03	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	10.4
Sample Wt/Vol:	5.06 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VY010535.D	1		09/16/22 15:17	VY091622

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
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N = Presumptive Evidence of a Compound
* = Values outside of QC limits
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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22 10:05
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-04	Matrix:	SOIL
		% Solid:	88.4

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.23	H	1	0	0	pH		09/14/22 17:24	9045D
Ignitability	NO		1	0	0	oC		09/15/22 14:35	1030
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	09/14/22 15:20	09/15/22 10:59	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	09/16/22 10:40	09/16/22 12:58	9034

Comments: pH result reported at temperature 24.4 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
N = Spiked sample recovery not within control limits

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-04	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	11.6 Decanted:
Sample Wt/Vol:	30.03 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF011456.D	5	09/14/22 11:15	09/15/22 12:44	PB147636

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	60100		1240	9420	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	5.50	*	37 - 130	138%	SPK: 20

Comments:

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LOD = Limit of Detection
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S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-04	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	11.6 Decanted:
Sample Wt/Vol:	5.06 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB028262.D	1	09/14/22 16:53	FB091422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	9.00	J	4.00	50.0	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	6.95	*	50 - 150	35%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
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J = Estimated Value
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S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-04	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	11.6 Decanted:
Sample Wt/Vol:	5.04 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB028283.D	50	09/15/22 18:54	FB091522

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	616	J	203	2530	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	18.3		50 - 150	92%	SPK: 20

Comments:

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LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-04	Matrix:	SOIL
Analytical Method:	SW8082A	% Moisture:	11.6 Decanted:
Sample Wt/Vol:	30.07 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PR056732.D	1	09/14/22 09:45	09/15/22 13:26	PB147630

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	3.40	U	3.40	19.2	ug/kg
11104-28-2	Aroclor-1221	5.30	U	5.30	19.2	ug/kg
11141-16-5	Aroclor-1232	4.40	U	4.40	19.2	ug/kg
53469-21-9	Aroclor-1242	2.70	U	2.70	19.2	ug/kg
12672-29-6	Aroclor-1248	3.40	U	3.40	19.2	ug/kg
11097-69-1	Aroclor-1254	4.80	U	4.80	19.2	ug/kg
37324-23-5	Aroclor-1262	3.80	U	3.80	19.2	ug/kg
11100-14-4	Aroclor-1268	6.50	U	6.50	19.2	ug/kg
11096-82-5	Aroclor-1260	74.3	P	3.70	19.2	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	20.6		40 - 162	103%	SPK: 20
2051-24-3	Decachlorobiphenyl	21.8		32 - 176	109%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-04	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	11.6
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BG054963.D	1	09/14/22 10:15	09/15/22 19:40	PB147633

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	83.4	U	83.4	190	ug/Kg
208-96-8	Acenaphthylene	150	J	77.6	190	ug/Kg
83-32-9	Acenaphthene	89.1	U	89.1	190	ug/Kg
86-73-7	Fluorene	89.0	U	89.0	190	ug/Kg
85-01-8	Phenanthrene	320		94.4	190	ug/Kg
120-12-7	Anthracene	94.8	U	94.8	190	ug/Kg
206-44-0	Fluoranthene	780		90.1	190	ug/Kg
129-00-0	Pyrene	760		83.8	190	ug/Kg
56-55-3	Benzo(a)anthracene	520		98.0	190	ug/Kg
218-01-9	Chrysene	550		96.5	190	ug/Kg
205-99-2	Benzo(b)fluoranthene	820		77.9	190	ug/Kg
207-08-9	Benzo(k)fluoranthene	250		83.1	190	ug/Kg
50-32-8	Benzo(a)pyrene	680		76.4	190	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	340		110	190	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	120	U	120	190	ug/Kg
191-24-2	Benzo(g,h,i)perylene	410		110	190	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	50.0		27 - 109	50%	SPK: 100
321-60-8	2-Fluorobiphenyl	57.8		30 - 103	58%	SPK: 100
1718-51-0	Terphenyl-d14	56.8		21 - 107	57%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	42500	8.13			
1146-65-2	Naphthalene-d8	176000	10.956			
15067-26-2	Acenaphthene-d10	116000	14.769			
1517-22-2	Phenanthrene-d10	245000	17.513			
1719-03-5	Chrysene-d12	229000	21.808			
1520-96-3	Perylene-d12	247000	25.186			

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Report of Analysis

Client:	LiRo Engineers, Inc.			Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.			Date Received:	09/13/22
Client Sample ID:	SB-02-COMP			SDG No.:	N4597
Lab Sample ID:	N4597-04			Matrix:	SOIL
Analytical Method:	SW8270			% Moisture:	11.6
Sample Wt/Vol:	30.06	Units:	g	Final Vol:	1000 uL
Soil Aliquot Vol:			uL	Test:	SVOC-PAH
Extraction Type :		Decanted :	N	Level :	LOW
Injection Volume :		GPC Factor :	1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BG054963.D	1	09/14/22 10:15	09/15/22 19:40	PB147633

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-02-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-04	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	30.8	U	1	30.8	100	ug/L	09/15/22 12:15	09/16/22 01:00	SW6010
7440-39-3	Barium	2550		1	77.9	500	ug/L	09/15/22 12:15	09/16/22 01:00	SW6010
7440-43-9	Cadmium	10.2	J	1	2.60	30.0	ug/L	09/15/22 12:15	09/16/22 01:00	SW6010
7440-47-3	Chromium	10.4	U	1	10.4	50.0	ug/L	09/15/22 12:15	09/16/22 01:00	SW6010
7439-92-1	Lead	415		1	16.4	60.0	ug/L	09/15/22 12:15	09/16/22 01:00	SW6010
7439-97-6	Mercury	0.70	U	1	0.70	2.00	ug/L	09/15/22 14:50	09/16/22 11:22	SW7470A
7782-49-2	Selenium	42.6	J	1	35.3	100	ug/L	09/15/22 12:15	09/16/22 01:00	SW6010
7440-22-4	Silver	8.20	U	1	8.20	50.0	ug/L	09/15/22 12:15	09/16/22 01:00	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
Comments:	TCLP METALS				

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
N = Spiked sample recovery not within control limits

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-03-4.5-5.0	SDG No.:	N4597
Lab Sample ID:	N4597-05	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	11.7
Sample Wt/Vol:	5.09 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	100 uL	Test:	VOC-TCLVOA-10
GC Column:	DB-624UI ID : 0.18	Level :	MED

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VX031491.D	1		09/20/22 13:09	VX092022

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	95.7	U	95.7	560	ug/Kg
74-87-3	Chloromethane	120	U	120	560	ug/Kg
75-01-4	Vinyl Chloride	100	U	100	560	ug/Kg
74-83-9	Bromomethane	130	U	130	560	ug/Kg
75-00-3	Chloroethane	99.0	U	99.0	560	ug/Kg
75-69-4	Trichlorofluoromethane	110	U	110	560	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	80.1	U	80.1	560	ug/Kg
75-35-4	1,1-Dichloroethene	95.7	U	95.7	560	ug/Kg
67-64-1	Acetone	1400	U	1400	2800	ug/Kg
75-15-0	Carbon Disulfide	83.4	U	83.4	560	ug/Kg
1634-04-4	Methyl tert-butyl Ether	100	U	100	560	ug/Kg
79-20-9	Methyl Acetate	140	U	140	560	ug/Kg
75-09-2	Methylene Chloride	660	U	660	1100	ug/Kg
156-60-5	trans-1,2-Dichloroethene	75.6	U	75.6	560	ug/Kg
75-34-3	1,1-Dichloroethane	77.9	U	77.9	560	ug/Kg
110-82-7	Cyclohexane	93.4	U	93.4	560	ug/Kg
78-93-3	2-Butanone	1000	J	810	2800	ug/Kg
56-23-5	Carbon Tetrachloride	87.9	U	87.9	560	ug/Kg
156-59-2	cis-1,2-Dichloroethene	75.6	U	75.6	560	ug/Kg
74-97-5	Bromochloromethane	90.1	U	90.1	560	ug/Kg
67-66-3	Chloroform	74.5	U	74.5	560	ug/Kg
71-55-6	1,1,1-Trichloroethane	83.4	U	83.4	560	ug/Kg
108-87-2	Methylcyclohexane	89.0	U	89.0	560	ug/Kg
71-43-2	Benzene	73.4	U	73.4	560	ug/Kg
107-06-2	1,2-Dichloroethane	93.4	U	93.4	560	ug/Kg
79-01-6	Trichloroethene	81.2	U	81.2	560	ug/Kg
78-87-5	1,2-Dichloropropane	72.3	U	72.3	560	ug/Kg
75-27-4	Bromodichloromethane	77.9	U	77.9	560	ug/Kg
108-10-1	4-Methyl-2-Pentanone	510	U	510	2800	ug/Kg
108-88-3	Toluene	70.1	U	70.1	560	ug/Kg
10061-02-6	t-1,3-Dichloropropene	82.3	U	82.3	560	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	79.0	U	79.0	560	ug/Kg

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-03-4.5-5.0	SDG No.:	N4597
Lab Sample ID:	N4597-05	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	11.7
Sample Wt/Vol:	5.09 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	100 uL	Test:	VOC-TCLVOA-10
GC Column:	DB-624UI ID : 0.18	Level :	MED

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VX031491.D	1		09/20/22 13:09	VX092022

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	95.7	U	95.7	560	ug/Kg
591-78-6	2-Hexanone	520	U	520	2800	ug/Kg
124-48-1	Dibromochloromethane	83.4	U	83.4	560	ug/Kg
106-93-4	1,2-Dibromoethane	83.4	U	83.4	560	ug/Kg
127-18-4	Tetrachloroethene	84.5	U	84.5	560	ug/Kg
108-90-7	Chlorobenzene	72.3	U	72.3	560	ug/Kg
100-41-4	Ethyl Benzene	77.9	U	77.9	560	ug/Kg
179601-23-1	m/p-Xylenes	160	U	160	1100	ug/Kg
95-47-6	o-Xylene	87.9	U	87.9	560	ug/Kg
100-42-5	Styrene	87.9	U	87.9	560	ug/Kg
75-25-2	Bromoform	90.1	U	90.1	560	ug/Kg
98-82-8	Isopropylbenzene	80.1	U	80.1	560	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	130	U	130	560	ug/Kg
541-73-1	1,3-Dichlorobenzene	74.5	U	74.5	560	ug/Kg
106-46-7	1,4-Dichlorobenzene	70.1	U	70.1	560	ug/Kg
95-50-1	1,2-Dichlorobenzene	71.2	U	71.2	560	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	140	U	140	560	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	100	U	100	560	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	110	U	110	560	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	52.8		50 - 163	106%	SPK: 50
1868-53-7	Dibromofluoromethane	50.7		54 - 147	101%	SPK: 50
2037-26-5	Toluene-d8	49.7		78 - 125	99%	SPK: 50
460-00-4	4-Bromofluorobenzene	42.8		50 - 146	86%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	57100	5.543			
540-36-3	1,4-Difluorobenzene	87000	6.757			
3114-55-4	Chlorobenzene-d5	87200	10.055			
3855-82-1	1,4-Dichlorobenzene-d4	54700	12.024			
TENTATIVE IDENTIFIED COMPOUNDS						
	unknown1.611	790	J		1.61	ug/Kg

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-03-4.5-5.0	SDG No.:	N4597
Lab Sample ID:	N4597-05	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	11.7
Sample Wt/Vol:	5.09 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	100 uL	Test:	VOC-TCLVOA-10
GC Column:	DB-624UI ID : 0.18	Level :	MED

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VX031491.D	1		09/20/22 13:09	VX092022

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22 10:35
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-03-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-06	Matrix:	SOIL
		% Solid:	87.7

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.50	H	1	0	0	pH		09/14/22 17:25	9045D
Ignitability	NO		1	0	0	oC		09/15/22 14:42	1030
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	09/14/22 15:20	09/15/22 10:59	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	09/16/22 10:40	09/16/22 13:00	9034

Comments: pH result reported at temperature 24.1 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
N = Spiked sample recovery not within control limits

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-03-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-06	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	12.3 Decanted:
Sample Wt/Vol:	30.05 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF011457.D	2	09/14/22 11:15	09/15/22 13:13	PB147636

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	20900		499	3800	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	7.53		37 - 130	75%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-03-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-06	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	12.3 Decanted:
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB028284.D	50	09/15/22 19:31	FB091522

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	768	J	206	2560	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	19.8		50 - 150	99%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
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J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-03-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-06	Matrix:	SOIL
Analytical Method:	SW8082A	% Moisture:	12.3 Decanted:
Sample Wt/Vol:	30.02 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PR056733.D	1	09/14/22 09:45	09/15/22 13:42	PB147630

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	3.50	U	3.50	19.4	ug/kg
11104-28-2	Aroclor-1221	5.40	U	5.40	19.4	ug/kg
11141-16-5	Aroclor-1232	4.50	U	4.50	19.4	ug/kg
53469-21-9	Aroclor-1242	2.80	U	2.80	19.4	ug/kg
12672-29-6	Aroclor-1248	3.40	U	3.40	19.4	ug/kg
11097-69-1	Aroclor-1254	4.80	U	4.80	19.4	ug/kg
37324-23-5	Aroclor-1262	3.80	U	3.80	19.4	ug/kg
11100-14-4	Aroclor-1268	6.50	U	6.50	19.4	ug/kg
11096-82-5	Aroclor-1260	13.3	JP	3.70	19.4	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	17.0		40 - 162	85%	SPK: 20
2051-24-3	Decachlorobiphenyl	13.5		32 - 176	67%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-03-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-06	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	12.3
Sample Wt/Vol:	30.1 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BG054960.D	1	09/14/22 10:15	09/15/22 17:35	PB147633

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	84.0	U	84.0	190	ug/Kg
208-96-8	Acenaphthylene	82.1	J	78.1	190	ug/Kg
83-32-9	Acenaphthene	89.7	U	89.7	190	ug/Kg
86-73-7	Fluorene	89.6	U	89.6	190	ug/Kg
85-01-8	Phenanthrene	160	J	95.0	190	ug/Kg
120-12-7	Anthracene	95.5	U	95.5	190	ug/Kg
206-44-0	Fluoranthene	590		90.7	190	ug/Kg
129-00-0	Pyrene	570		84.3	190	ug/Kg
56-55-3	Benzo(a)anthracene	390		98.6	190	ug/Kg
218-01-9	Chrysene	410		97.2	190	ug/Kg
205-99-2	Benzo(b)fluoranthene	600		78.4	190	ug/Kg
207-08-9	Benzo(k)fluoranthene	190		83.6	190	ug/Kg
50-32-8	Benzo(a)pyrene	500		76.9	190	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	270		110	190	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	120	U	120	190	ug/Kg
191-24-2	Benzo(g,h,i)perylene	330		110	190	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	53.2		27 - 109	53%	SPK: 100
321-60-8	2-Fluorobiphenyl	57.9		30 - 103	58%	SPK: 100
1718-51-0	Terphenyl-d14	55.3		21 - 107	55%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	40200	8.126			
1146-65-2	Naphthalene-d8	160000	10.952			
15067-26-2	Acenaphthene-d10	107000	14.766			
1517-22-2	Phenanthrene-d10	237000	17.515			
1719-03-5	Chrysene-d12	225000	21.81			
1520-96-3	Perylene-d12	243000	25.177			

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Report of Analysis

Client:	LiRo Engineers, Inc.			Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.			Date Received:	09/13/22
Client Sample ID:	SB-03-COMP			SDG No.:	N4597
Lab Sample ID:	N4597-06			Matrix:	SOIL
Analytical Method:	SW8270			% Moisture:	12.3
Sample Wt/Vol:	30.1	Units:	g	Final Vol:	1000 uL
Soil Aliquot Vol:			uL	Test:	SVOC-PAH
Extraction Type :		Decanted :	N	Level :	LOW
Injection Volume :		GPC Factor :	1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BG054960.D	1	09/14/22 10:15	09/15/22 17:35	PB147633

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	09/12/22
Project:	DDC OEGS - Mundy Ln.	Date Received:	09/13/22
Client Sample ID:	SB-03-COMP	SDG No.:	N4597
Lab Sample ID:	N4597-06	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	30.8	U	1	30.8	100	ug/L	09/15/22 12:15	09/16/22 01:04	SW6010
7440-39-3	Barium	1880		1	77.9	500	ug/L	09/15/22 12:15	09/16/22 01:04	SW6010
7440-43-9	Cadmium	4.52	J	1	2.60	30.0	ug/L	09/15/22 12:15	09/16/22 01:04	SW6010
7440-47-3	Chromium	10.4	U	1	10.4	50.0	ug/L	09/15/22 12:15	09/16/22 01:04	SW6010
7439-92-1	Lead	186		1	16.4	60.0	ug/L	09/15/22 12:15	09/16/22 01:04	SW6010
7439-97-6	Mercury	0.70	U	1	0.70	2.00	ug/L	09/15/22 14:50	09/16/22 11:25	SW7470A
7782-49-2	Selenium	35.3	U	1	35.3	100	ug/L	09/15/22 12:15	09/16/22 01:04	SW6010
7440-22-4	Silver	8.20	U	1	8.20	50.0	ug/L	09/15/22 12:15	09/16/22 01:04	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
Comments:	TCLP METALS				

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
N = Spiked sample recovery not within control limits

APPENDIX F
QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

Robert Kreuzer, PG

Program Manager – Environmental Project Manager

Education
B.S., Geological Science, State University of New York College at Buffalo, 1988

Licenses/Registrations
Professional Geologist, New York (originally issued in 2017)

Certifications
OSHA 40 Hazwoper

OSHA 30 Certified

OSHA 10 Certified

OSHA Confined Space Entry Certified

NYSDEC DER-25 Certified

Years with LiRo: 21
Years with Other Firms: 9

PROFESSIONAL PROFILE

Mr. Kreuzer is a Program Manager who has over 30 years of experience in New York site evaluations, corridor studies, environmental sampling, soil management, supervision of field activities, aquifer testing, groundwater modeling, project coordination, and report development at sites throughout New York City (NYC) as well as hazardous waste sites, industrial sites, and commercial sites. His experience also includes asbestos, lead, decommissioning/demolition projects, petroleum remediation projects, and industrial waste management projects. He has worked under the New York State Department of Environmental Conservation (NYSDEC) Superfund and at Voluntary Cleanup Program (VCP), Brownfields, Environmental Restoration Program (ERP) and petroleum consent order sites. During his career, he has demonstrated an exceptional ability to manage and coordinate a wide range of environmental projects for public and private sector clients throughout the country, with the majority of the work being located in NYC. He has been involved with numerous projects involving Federal agency remedial efforts (i.e., United States Environmental Protection Agency [USEPA], United States Army Corps. Of Engineers [USACE], Air Force Center for Engineering and the Environment [AFCEE]) and NYSDEC site characterization and remediation programs.

LIRO EXPERIENCE – 1997 - PRESENT

New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS), Requirements Contract for Environmental Services, NY: Project Manager for work-order based contract to perform Phase I/Phase II Environmental Site Assessments (ESAs) and corridor studies in support of NYCDDC property acquisition and corridor rehabilitation projects. Hundreds of task orders have been issued and completed. Mr. Kreuzer is the Project Manager responsible for the coordination of field activities and implementation of Phase I ESAs in accordance with ASTM standards. He is also responsible for: the development and implementation of Phase II/Corridor Investigation work plans; and, the review and management of all aspects of the program including records reviews, data acquisition, work plan development, oversight of subsurface investigation work, data review, and report preparation. Mr. Kreuzer also oversees all administrative functions for project tracking and invoicing.

NYCDDC Remediation Program, NY: Project Coordinator responsible for coordination of field activities such as collecting monitoring data and evaluating system performance at 30 active remediation sites. Duties included oversight of collection of pilot test data, measurement of groundwater/product levels in wells, collection of remedial system influent and effluent samples, and recording system operating parameters. Mr. Kreuzer also tracks system data and prepares monthly maintenance reports.

NYCDDC, Underground Storage Tank (UST) Program, NY, Project Geologist and Technical Lead for Corrective Action Investigations: NYCDDC is engaged in a major program to clean up the City-owned petroleum contaminated sites. Through this, LiRo was hired to provide services necessary and required for the remediation and monitoring of City-owned petroleum contaminated soil and ground water, to ensure compliance with all local, state and federal laws, rules and regulations, including without limitation, compliance with all protocols required by the NYSDEC. The scope of work for these contracts consists of construction management and engineering design services for investigation of site conditions; remediation and monitoring of soil and groundwater petroleum contamination; and upgrading, replacement or decommissioning of petroleum product storage tanks.

New York City School Construction Authority (NYCSCA) On-Call Asbestos and Lead Paint Services, NY: Program Manager for asbestos/lead/polychlorinated biphenyl (PCB) inspection, design and abatement monitoring projects. Approximately 1,000 separate projects have been executed and requisitioned over the course of 2 continuous contracts valued at over $4M. Asbestos and lead inspection/design/remediation have been conducted in connection with capital

improvements to NYC schools throughout the 5 boroughs including climate control upgrades, roofing system replacements, façade restorations, classroom conversions, elevator installations, new playgrounds, window replacements, and electrical upgrades associated with new fire alarm systems and computer centers.

Dormitory Authority of the State of New York (DASNY) On-Call Environmental Services, NY: Program Manager for asbestos, lead paint, and mold consulting services for DASNY capital improvement projects at hospitals and universities throughout New York State (NYS). Work orders in combined excess of $1M since 2008 have been issued in connection with façade, roof, window, emergency power systems, and full facility demolition work. All project efforts from inspection/design through abatement management are coordinated with the DASNY Project Manager at each facility as well as the DASNY Code Compliance Officers. Inspections typically require review of architectural and mechanical, electrical, and plumbing (MEP) specifications to determine affected areas of the facility and the extent of impact to hazardous/regulated materials. Remediation designs are followed by detailed design review meetings. Abatement management includes review and approval of contractor pre-work submittals, monitoring of abatement activities, waste tracking, and area air testing.

TWA Flight Center Hotel Project, John F. Kennedy (JFK) International Airport, Program Manager: LiRo is responsible for implementing the Soil, Groundwater, and Environmental Management Plan (SGEMP) during the construction of the TWA Flight Center Hotel at JFK International Airport. LiRo is performing general environmental oversight during the construction activities. The oversight includes, but is not limited to: monitoring excavation and soil loading activities including segregating and staging soil; monitoring air quality during activities around impacted areas; monitoring dewatering activities and adhering to associated discharge permits; documenting and reporting site activities on a weekly basis; and, overseeing general environmental compliance issues.

New York City Mayor's Office of Environmental Remediation (MOER) Environmental Consulting Services, NY: Program Manager for a multi-site task order based contract to conduct USEPA-compliant ESAs and investigations of brownfield sites for the City of New York MOER under a USEPA Brownfield Grant program. LiRo has also been assigned a petroleum tank audit and tightness testing assignment under this contract to evaluate over 600 petroleum tank systems for compliance with State and Federal regulatory requirements. LiRo is currently performing ESA, Phase II investigations, and petroleum tank audits at more than 20 sites.

New York State Office of General Services (NYSOGS) Subsurface Soil Investigations, NY: Program Manager for an on-call, work-order based contract to perform comprehensive environmental consulting services for the design and oversight of petroleum bulk storage systems and remediation systems, including tank closure reports, spill investigations, remedial option and work plans, operations and maintenance (O&M) services, and Spill Prevention, Control, and Countermeasure (SPCC) plans, on an immediate response basis throughout the State of New York.

New York Power Authority (NYPA) Asbestos and Lead Planning Services, NY, Program Manager: LiRo is providing NYPA Energy Services and Technology with regulatory consulting services statewide in connection with energy efficiency improvement projects affecting building structures and systems. These services are focused upon identifying, quantifying, and assessing asbestos-containing materials (ACM) and lead based paints (LBP) impacted by the proposed efficiency improvements. Related services include the identification of broader hazardous and universal waste materials and bulk PCB materials.

PREVIOUS EXPERIENCE

URS Corporation – 1989 – 1997

Recra Environmental, Inc. – 1987 -1988

Stephen Frank, PG

Environmental Project Manager

Education

B.S., Geology, Cleveland State University, 1986

Post Baccalaureate Studies, Geology, Engineering Geology, and GIS, SUNY at Buffalo, 1989

Licenses/Registrations

Professional Geologist, New York (originally issued in 2017)

National Ground Water Association

Certifications

OSHA 40 Hr. Hazwoper

OSHA 30 Certified

OSHA 10 Certified

NJDEP UST Certification-Testing

NJDEP UST Certification-Closure

NJDEP UST Certification-Subsurface Evaluation

American Red Cross Standard First Aid and Adult CPR

Years with LiRo: 20
Years with Other Firms: 9

PROFESSIONAL PROFILE

Mr. Frank is an Environmental Project Manager with more than 29 years of experience in site evaluations, corridor studies, environmental sampling, soil management, supervision of field activities, aquifer testing, groundwater modeling, project coordination, and report development. Over 20 years of his experience has included task-order based contracts within the New York City (NYC) area. He has extensive experience working on NYC re-development projects under the City Environmental Quality Review (CEQR) program and with the New York State Department of Environmental Conservation (NYSDEC) under various brownfield and consent order programs. He also has specialized experience coordinating field investigation, reporting, and design tasks for work-order based contracts through NYC based organizations such as New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS), New York City Health and Hospitals Corporation (NYCHHC), and New York City Mayor's Office of Environmental Remediation (MOER), among others.

LIRO EXPERIENCE – 1998 - PRESENT

New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS), Requirements Contract for Environmental Services, NY: Mr. Frank serves as Project Technical Lead and coordinator for work-order based contract to perform Phase I/Phase II Environmental Site Assessments (ESAs), spill investigations, hazardous waste investigations, incinerator wastes, and corridor studies in support of NYCDDC property acquisition and corridor rehabilitation projects. Hundreds of task orders have been issued and completed including sites with radioactive waste concerns, drummed hazardous wastes, and petroleum wastes. Responsible for coordinating all aspects of the program including scheduling, client/regulatory agency communications, data acquisition, work plan development, oversight of subsurface investigation work, data review, and report preparation.

NYCDDC Remediation Program, NY: Mr. Frank was the Project Technical Lead Investigator for the implementation of a comprehensive site investigation and remediation program at NYC owned petroleum spill sites. Duties included development and implementation of work plans and Investigation Summary and Remedial Plans (ISRPs) to comply with NYSDEC consent order, remedial design development, pilot testing, design analysis reporting, compliance monitoring, and system operation/troubleshooting. For each site, LiRo established the nature and extent of contamination, determined the need for site remediation, performed an evaluation of remedial alternative, and recommended site remedies for NYSDEC approval. Upon approval, LiRo's design team prepared Plans and Specification for the approved alternative, provided NYC with bidding assistance, and provided construction oversight for the remedial system construction.

NYCHHC, NY: Provided Senior Technical Reporting Services for projects performed under two consecutive on-call service contracts since 2008. Mr. Frank's role placed particular emphasis on petroleum storage compliance and spill investigation remedial planning. Duties included interface with facility managers to evaluate project scope of work and budget, perform senior author review of all reports, remediation alternatives analysis, and remedial action plans.

MOER Environmental Consulting Services, NY: Project Technical Lead Scientist for a multi-site task order based contract to conduct United States Environmental Protection Agency (USEPA)-compliant ESAs and investigations of brownfield sites for the City of New York MOER under a USEPA Brownfield Grant program. LiRo has also been assigned a petroleum tank audit and tightness testing assignment under this contract to evaluate over 600 petroleum tank systems for compliance with State and Federal regulatory requirements. LiRo is currently performing ESsA, Phase II investigations, and petroleum tank audits at more than 20 sites.

New York City School Construction Authority (NYCSCA) Environmental Consulting Services, NY: Mr. Frank serves as a Senior Environmental Scientist for this comprehensive on-call environmental consulting services term contract. To date, the project work has included oversight of domestic water system disinfection procedures at over a 150 schools, peer reviews of Phase I and Phase II report submittals from other SCA consultants, Phase I ESA, implement underground storage tank (UST) removal, and UST closure/spill investigations, soil vapor intrusion/indoor air quality investigations, and on-call emergency spill response. Under this term contract, LiRo has successfully completed over 180 work order assignments for a diverse range of sites throughout the City of New York.

New York City Housing and Preservation Department (NYCHPD) Environmental Site Assessment and Remedial Design, NY: Mr. Frank served as Lead Geologist for a multiple site indefinite delivery contract to perform environmental assessments in support of property redevelopment projects conducted by the NYCHPD. Mr. Frank coordinated the investigation and preparation of Phase I ESAs, the implementation of Phase II investigations (including the preparation of Health and Safety Plan (HASP) and Sample Analysis Plan (SAP) documents), vapor intrusion evaluations, and sub-slab vapor barrier system design and construction. Projects included spill sites, uncontrolled waste disposal sites, USEPA Brownfield program sites, and the investigation of chlorinated solvent groundwater contamination in the 40-block Melrose Commons Urban Renewal Area. The Melrose project was conducted using Triad and involved a cooperative effort between USEPA, NYSDEC, New York State Department of Health (NYSDOH) and NYCHPD with LiRo as the lead investigator.

TWA Flight Center Hotel Project, John F. Kennedy International Airport - LiRo is responsible for implementing the Soil, Groundwater, and Environmental Management Plan during the construction of the TWA Flight Center Hotel at JFK International Airport. LiRo is performing general environmental oversight during the construction activities. The oversight includes, but is not limited to: monitoring excavation and soil loading activities including segregating and staging soil; monitoring air quality during activities around impacted areas; monitoring dewatering activities and adhering to associated discharge permits; documenting and reporting site activities on a weekly basis; and, overseeing general environmental compliance issues.

JetBlue Airlines, JFK International Airport Terminal 6 Remediation, NY - Subsequent to the opening of Terminal 5, LiRo was again retained exclusively by JetBlue to perform a full facility inspection of Terminal 6. LiRo mobilized a large team of six Inspectors and coordinated access with Port Authority (PANYNJ) throughout the effort which lasted several weeks. Progress meetings were held on site with PANYNJ representatives and design specifications were generated for the abatement of document ACM that included a variance application for the removal of spray-applied fireproofing above the passenger area. LiRo staff managed the abatement of asbestos and the remediation of all other hazardous materials, and performed project scheduling, managed field staff, reviewed contractor regulatory notifications, interfaced with site representatives, tracked costs for billing completed the abatement survey and design report and the asbestos abatement project specification.

PREVIOUS EXPERIENCE

URS Corporation – 1990 – 1998

Amy Hewson

Project Scientist

Education
B.S., Geology/Environmental Science, State University of New York College at Cortland, 1994

Certifications
OSHA 40 Hazwoper Certified

OSHA 30 Certified

OSHA 10 Certified

ASTM Environmental Assessments for Commercial Real Estate

Years with LiRo: 8
Years with Other Firms: 13

PROFESSIONAL PROFILE

Ms. Hewson is a Project Scientist with over 21 years of experience including managing, coordinating, and supervising environmental investigations and remediation. Ms. Hewson has been assigned to task-order based contracts performing Phase I and Phase II investigations for property transfer/corridor projects in New York City (NYC). Ms. Hewson has worked on task-order based contracts within the NYC area for approximately eight years. During her career, she has demonstrated an exceptional ability to manage and coordinate multi-million dollar portfolios. She has been involved with numerous projects involving the New York State Department of Environmental Conservation (NYSDEC), the New York State Thruway Authority (NYSTA), and ExxonMobil Environmental Services (EMES). Mr. Hewson's experience includes interpreting construction drawings and specifications and knowledge of NYSDEC regulations.

LIRO EXPERIENCE – 2010 - PRESENT

New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS) Requirements Contract for Environmental Services, NY: Environmental Scientist for work-order based contract to perform Phase I and Phase II Environmental Site Assessments (ESAs) and corridor studies in support of NYCDDC property acquisition and corridor rehabilitation projects. Ms. Hewson has assisted in completing the Phase I ESAs in accordance with ASTM and client-specific standards. Based upon the Phase I results, Ms. Hewson has also developed and implemented Phase II/Corridor Investigation work plans, evaluated soil/groundwater/sediment data, prepared Phase II reports. Her role under the program also include project tracking and status updates.

New York City Mayor's Office of Environmental Remediation (MOER), NY, Environmental Services: Environmental Scientist to perform Phase I and Phase II ESAs in support of MOER brownfield programs in NYC. Ms. Hewson has assisted in completing the Phase I ESAs in accordance with ASTM, United States Environmental Protection Agency (USEPA) Brownfield Assessment Grant Program, and client-specific requirements/standards. Ms. Hewson has also developed and implemented Phase II Investigation work plans and prepared Phase II Investigation reports with evaluations of NYSDEC and USEPA soil and groundwater standards.

Monadnock Construction, Inc., Multiple Sites: Environmental Scientist to perform Phase I ESAs on multiple properties. Ms. Hewson has assisted in completing the Phase I ESAs in accordance with ASTM, USEPA All Appropriate Inquiry (AAI), and client-specific requirements/standards.

Liberty Industrial Finishing, Farmingdale, NY: Project Scientist responsible for developing site remedial plans to support Town acquisition of a former industrial site and redevelopment of the site for public park use. The site was listed on the National Priorities List (NPL) and has undergone remediation by the Responsible Party (RP) under USEPA supervision. LiRo developed excavation and disposal plans, health and safety plans (HASPs) and the Community Air Monitoring Plan (CAMP) that were implemented for the remedial work. In addition, LiRo prepared a Site Management Plan (SMP) to ensure that future Park construction and maintenance work is conducted in a manner that is protective of workers, the environment and the surrounding community. LiRo also has developed a final engineering report to summarize all of the work completed by Town of Oyster Bay.

Delta Air Lines Terminal 4 Redevelopment at John F. Kennedy (JFK) International Airport: Environmental Scientist for the environmental remediation phase of Delta's Terminal 4 Redevelopment at JFK. The environmental program included the removal of an underground jet fueling system, the installation of a new fueling system and terminal building as support facilities. The hydrant fueling system work was complicated by the presence of asbestos-wrapped underground fueling system pipe.

JetBlue Phase I/II Site Assessments, Geotechnical Investigations and Terminal 5 Redevelopment at JFK International Airport: Environmental Scientist for the environmental remediation phase of JetBlue's Terminal 5 redevelopment at JFK. The environmental program included the removal of an underground jet fueling system, the demolition of old jet way and hangar structures, and the installation of a new fueling system and terminal building as support facilities. The hydrant fueling system work was complicated by the presence of asbestos-wrapped underground fueling system pipe. LiRo also performed an extensive evaluation of "baseline" subsurface conditions to document the nature and extent of pre-existing contamination for JetBlue to incorporate into their lease agreement with the airport owner.

Monroe County On-Call Environmental Term Contract, NY: Senior Environmental Analyst for a term contract to provide professional engineering and support services in connection with ESAs of properties and hazardous material surveys for the presence or potential of hazardous substance, pollutant, or containment which might impede its redevelopment or reuse.

Niagara County Department of Economic Development (NCDED) – Phase I and Phase II ESAs at Priority Brownfield Sites in Niagara County, NY: Senior Environmental Analyst for the NCDED projects in Niagara County, NY under a USEPA Brownfield grant program. LiRo has been contracted to perform Phase I and Phase II ESAs in support of NCDED brownfield programs in Niagara County, NY. Ms. Hewson has assisted in completing the Phase I ESAs in accordance with ASTM, USEPA Brownfield Assessment Grant Program, and client-specific requirements/ standards. Ms. Hewson has also developed and implemented Phase II Investigation work plans and Quality Assurance Project Plan (QAPP) in conformance with USEPA standards.

City of Rochester Environmental Term Services, NY: LiRo has been retained by the City of Rochester Department of Environmental Services to perform due diligence Phase I and Phase II site investigations of properties prior to acquisition, sale, condemnation, or foreclosure. Other services under this contract include remedial investigation, feasibility study, cost estimation, geotechnical investigation, work plan preparation, environmental engineering, site inspection, remedial services and pollution prevention and sustainability services.

PREVIOUS EXPERIENCE

Groundwater and Environmental Services, Inc. (GES), Project Manager (2/07-11/09): Ms. Hewson oversaw, managed, and reviewed all aspects of the EMES retail petroleum remediation account ranging between 21 and 54 projects. She helped the major accomplishment, which included, the management of all aspects of a $3.4 million dollar remedial excavation. Such included the coordination with various subcontractors, numerous staff members, NYSDEC, NYSTA, and a separate lessee of the facility. Developed/tracked annual proposals, change orders, and budgets for all projects within account totaling over $5.4 million one year. Assisted in the development/tracking of an Excel spreadsheet to track monthly spends on each individual project based upon specific categories. Forecasted spends on all projects for the next five years. Routine communications with NYSDEC on projects along with other regulators, as needed. Direct communication with EMES Project Manager on a daily basis on project status, changes in activities, budgets, etc. Directly involved in all work plans, assessment reports, remedial action plans, and completed remedial action reports for all projects. Adhered to GES and EMES policies and procedures, including the LPS Safety Program.

Lender Consulting Services, Inc. (LCS), Vice President, Due Diligence Services (6/98-11/04): Oversaw, managed, and reviewed over 5,000 Phase I, Transaction Screen, and EAQuick ESAs throughout the Northeastern United States for various lending agencies and private organizations. Reports include the collection/evaluation of topographic maps, database searches, soil/geologic information, historical records, municipal records, aerial photographs, site reconnaissance, and review of all previous site investigation reports. Involved in the hiring of report writers and field technicians for the Due Diligence Department (DDD).

Eva Jakubowska

Project Scientist

Education

B.A., History/Environmental Science, Brooklyn College, 2003

A.S., Business Administration, Brooklyn College, 2003

Licenses/Registrations

USEPA Lead Risk Assessor (Originally Issued in 2009)

Certifications

OSHA 40 Hazwoper Certified

OSHA 30 Certified

OSHA Confined Space Entry Certified

Airtek 4-hour Mold Awareness

NYSDEC Erosion and Sediment Control

Years with LiRo: 8
Years with Other Firms: 8

PROFESSIONAL PROFILE

Ms. Jakubowska is a Project Scientist with over 16 years of experience performing New York City (NYC) area Phase I/II Environmental Site Assessments (ESAs), hazardous material assessments, spill investigations, brownfield site investigations, soil and ground water sampling, mold and asbestos surveys, lead investigations, and oversight of remediation systems operation and monitoring. Ms. Jakubowska has also performed mold air sampling and mold surveys. Her experience also includes interpreting construction drawings and specifications and knowledge of NYSDEC regulations.

LIRO EXPERIENCE – 2011 - PRESENT

New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS) Requirements Contract for Environmental Services, NY: Ms. Jakubowska served as Environmental Scientist for work-order based contract to perform Phase I/Phase II ESAs and corridor studies in support of NYCDDC property acquisition and corridor rehabilitation projects. Hundreds of task orders have been issued and completed. She is LiRo's lead field scientist and has performed all aspects of Phase I site inspections as well as Phase II site investigation field work including drilling supervision, borehole logging, monitoring well installation, subsurface soil sampling, and groundwater sampling. She also has provided CAMP monitoring, SWPPP inspection, UST closure oversight and other specialized services.

NYCDDC Site Remediation System Monitoring, Five Boroughs, NY: Ms. Jakubowska was the Environmental Technician responsible for collecting monitoring data and evaluating system performance at active remediation sites through the NYCDDC. Primary duties included the collection of subsurface pressure data, measurement of groundwater/product levels in wells, collection of remedial system influent and effluent samples, and recording system operating parameters.

New York City School Construction Authority (NYCSCA), NY: Ms. Jakubowska performed site assessments for the construction and renovation of New York City Public Schools. Her responsibilities included the performance of Phase I ESAs, Phase II Environmental Site Investigations (ESIs), polychlorinated biphenyl (PCB) remediation, and Outdoor/Indoor Air Assessments.

New York City Economic Development Corporation (NYCEDC) Hunters Point South (HPS) Development Project, Queens, NY: Ms. Jakubowska served as environmental monitor for the Waterfront Park and infrastructure development project in Queens for the NYCEDC. The project involved conversion of the site from a 60-acre abandoned sports complex to a complex community center complete with a public school, and retail, residential, and park facilities. Contaminants at the site included historic fill, creosote soaked timbers from former bulkhead structures, and petroleum contamination from underground storage tanks (USTs). Her duties included oversight of excavation work and segregation of various waste streams, dust monitoring oversight, soil and groundwater sampling in potential petroleum contamination areas, UST and spill closure investigations, waste characterization testing of stockpiled soil, and oversight of soil transport and disposal activities.

Queens West Development Site, NY: Ms. Jakubowska served as a Project Scientist for post-excavation remedial activities at the Queens West Development site. She supervised the installation of monitoring wells including monitoring well development and groundwater sampling.

Long Island Railroad (LIRR), Morris and Richmond Hill Yard Parks, Queens, NY: Ms. Jakubowska served as a Project Scientist for the LIRR project in Queens, NY. Her responsibilities included conducting groundwater sampling events and Nitrate sampling events.

New York City Department of Environmental Protection (NYCDEP), NY: Ms. Jakubowska served as a Project/Environmental Manager handling NYCDEP "E" Designation projects from start until final construction, including closure reports.

Con Edison, Inc., Nevins Street, Brooklyn, NY: Ms. Jakubowska served as a Project Scientist and performed air monitoring during the demolition of Con Edison substations.

Con Edison, Inc., Amoco Rainey Remediation Project, NY: Ms. Jakubowska served as a Scientist/Air Monitoring Technician who was responsible for reviewing contractor submittals and preparing reports.

AIMCO Apartments, NYC, NY: Ms. Jakubowska served as Lead Risk Assessor and performed industrial hygiene sampling including building investigations, risk assessments, and clearance testing for lead hazards.

Monadnock Construction, Inc. (Monadnock) Hunters Point South (HPS) Development Project, Queens, NY: Ms. Jakubowska served as environmental monitor for the Waterfront Park and infrastructure development project in Queens for Monadnock. As indicated above, the project involved conversion of the site from a 60-acre abandoned sports complex to a complex community center complete with a public school and retail, residential, and park facilities. Contaminants at the site included historic fill, creosote soaked timbers from former bulkhead structures, and petroleum contamination from USTs. Her duties included completion of a subsurface investigation, Storm Water Pollution Prevention (SWPP) inspections, excavation oversight and waste tracking, and oversight of vapor barrier installation activities.

PREVIOUS EXPERIENCE

Shaw Environmental & Infrastructure, Inc., Holbrook, NY, Scientist II - (2010-2010)

TRC Engineers, Inc., New York, NY, Project Scientist - (2008-2010)

Hydro Tech Environmental, Inc., Brooklyn, NY, Project Manager - (2005-2008)

APPENDIX G
STATEMENT OF LIMITATIONS

STATEMENT OF LIMITATIONS

The Phase I CA portion of this report was limited to the review of commercial regulatory database report and Sanborn Fire Insurance Maps and an on-site inspection. The site inspection was limited to observation of exterior surficial conditions only from public right of way only. Such an inspection cannot be expected to reveal all hazardous materials or situations that might be present on-site; some hazardous materials or conditions may exist and not be detected because they are beyond the scope of this study. The investigation was conducted in a manner consistent with that level of care and skill exercised by environmental professionals currently practicing under similar conditions and was based on information made available to the representatives of LiRo. All documents prepared or furnished by LiRo pursuant to this project are to be used in the context of the scope of services contracted. This document is not intended or represented to be suitable for reuse by the client or others on modifications of the project scope. The Phase I CA portion of this report has been prepared for the use of the client and agents thereof.

The data presented and the opinions expressed in this report are qualified as follows:

The sole purpose of the investigation and of this report is to assess the physical characteristics of the Site with respect to the presence or absence in the environment of oil or hazardous materials and substances as defined in the applicable state and federal environmental laws and regulations and to gather information regarding current and past environmental conditions at the Site.

LiRo derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Site, and a limited number of subsurface explorations made on the date indicated. The passage of time, manifestation of latent conditions or occurrence of future events may require further exploration at the Site, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, LiRo has relied upon and presumed accurate certain information (or the absence thereof) about the Site and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, LiRo has not attempted to verify the accuracy or completeness of any such information.

The data reported and the findings, observations, and conclusions expressed in the report are limited by the Scope of Services, including the extent of subsurface exploration and other tests. The Scope of Services was defined by the requests of the Client, the time and budgetary constraints imposed by the Client, and the availability of access to the Site.

Because of the limitations stated above, the findings, observations, and conclusions expressed by LiRo in this report are not, and should not be considered, an opinion concerning the compliance of any past or present owner or operator of the site with any federal, state or local law or regulation. No warranty or guarantee, whether express or implied, is made with respect to the data reported or findings, observations, and conclusions expressed in this report. Further, such data, findings, observations, and conclusions are based solely upon site conditions in existence at the time of investigation.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the Agreement and the provisions thereof.

JOINT BID

NOTICE

THE PAGES CONTAINED IN THIS JOINT BID (JB-PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

(NO TEXT ON THIS PAGE)

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SECTION A. JOINT BID CONTRACT REQUIREMENTS AND STANDARD SPECIFICATIONS

SECTION A.1 - Requirements for Joint Bid Work

A. Definitions. Additional terms are defined in Standard Construction Contract.

1. "Business Days" will mean Monday through Friday, excluding holidays.

2. "City Facility(ies)" will mean any facility owned by the City, including, but not limited to, roadways, streets, highways, parkways and other thoroughfares, bridges, sewers, culverts, catch basins, chutes and water mains.

3. "Joint Bid Project(s)" will mean a construction project that the City and Utilities agree will be awarded in accordance with applicable law and will include both City Facilities and Utility Facilities.

4. "Pre-engineer" or "Pre-engineering" will mean a process undertaken by the Utilities on all Joint Bid Projects whereby the Utilities will determine and mark-out current Utility Facilities, and design the location and/or re-location of Utility Facilities in a manner that is to the extent practicable, efficient and cost-effective for both the City and the Utilities to avoid or ameliorate disturbances to the City Facilities and the Utilities Facilities, and in which the City and Utility participate in prior to the award of a Joint Bid Project contract.

5. "Public Work" will mean the following: (a) construction, reconstruction, installation, alteration, maintenance, repair, grading, re-grading, regulating and improvement of roadways, highways, streets, parkways and other thoroughfares, and bridges and (b) similarly for sewers, culverts, catch basins, chutes and water mains.

6. "Shared Items" will mean the bid items in the City's construction contract in which the total cost will be paid for by the City and the Utilities in accordance with their share as mutually agreed upon.

7. "Specialty Contractor" will mean a contractor provided and paid for by the Utility, and includes the Utilities' in-house field forces.

8. "Specific Public Work Items" will mean a detailed set of specifications prepared by the City based on the City's engineering, design and plans that will represent the Public Work portion of the Joint Bid Project and it is these unit price items and quantities related to the Public Work that will be bid upon and evaluated by the City for the Public Work portion of the City's construction contract.

9. "Specific Shared Items" will mean a detailed set of specifications prepared by the City based on the City's engineering, design and plans that will represent the Shared Items portion of the Joint Bid Project and it is these unit prices and quantities related to Shared Items that will be bid upon and evaluated by the City for the Shared Items portion of the City's construction contract.

10. "Specific Utility Work Items" will mean a detailed set of specifications prepared by the Utilities based on the Utility's Pre-engineering that will represent the Utility Work portion of the Joint Bid Project. The Specific Utility Work Items are composed of the Joint Bid Fixed Sum Items and Joint Bid Specialty Items, as described in Section A.2 below.

11. "Utility Facility(ies)" will mean the property owned by the Utilities, including, but not limited to, pipes, poles, conduits, wires, lines and other facilities, structures or property of the Utilities that may be below ground, at ground-level or above ground, that could disturb or interfere with the Public Work.

12. "Utility" or "Utilities" will mean the utility entities participating in this Joint Bid Project.

13. "Utility Work" will mean such work as is required to be performed by the Contractor during the performance of Public Work, as defined herein, in order to maintain, protect, support, shift, alter, relocate, remove, construct, and/or replace Utility Facilities at the Utilities' expense.

B. The City is bidding jointly this Contract. The City has combined its Public Work and Utility Work into one bid contract package. All prospective bidders should be alerted to the fact that the City prepared all specifications, drawings, and all other necessary contract documents for the Public Work and Utility Work.

C. The City has prepared contract documents which include specifications, drawings and all other necessary contract documents for the Public Work and Utility Work. The bid items, specifications, and estimated quantities have been designed to fully compensate the Contractor for its costs to perform the Public Work and Utility Work.

D. The Contractor agrees that its bid prices and the NYC Utility Price List prices for the Public Work and Utility Work will include all incremental costs and/ or additional compensation for performing Public Work and Utility Work including: coordination of its work with the Utilities, loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, loss of profit, other damages or impact costs that may be suffered by the Contractor because of direct or indirect obstructions due to the presence of Utility Facilities, such as conduits, ducts or duct banks containing conductors for live and/or abandoned electric, telephone, cable TV, any type of communication cables, "Non Cost Sharing" gas mains and services, steam mains, and various non-hazardous encasement materials or utility structures located within the Public Work project area.

E. In the bid solicitation documents, the City has provided estimated quantities for both Specific Public Work Items, Specific Utility Work Items, and Specific Shared Items. Bidders are required to bid a unit price on all Work in the Bid Schedules. For the purposes of identifying the lowest responsive and responsible bidder, a bidder's unit prices bid must be calculated based on all Work, which includes the combined Specific Public Work Items, the Specific Utility Work Items, and the Specific Shared Items.

F. If the Utility determines that the Contractor is not qualified or best suited to perform a specific scope of Utility Work, the Utility has the right to utilize their Specialty Contractors. If the Contractor claims that delays were caused by a Utility for failure to supply and/or provide Specialty Contractors in a timely manner, then the Contractor may bring a claim against the Utility. To the extent the Contractor claims that a delay was caused by a Utility, the Contractor will be limited to bringing such legal action in a court of law and may not seek arbitration over any delay claims or delay-related claims. If the Contractor and Utility initiate a legal action against each other, this legal action will be outside the jurisdiction of the City's Contract Dispute Resolution Board process and the City will not be a party in the litigation process. Neither the Contractor nor the Utility may bring a delay claim against the City through either a

court of law or the City's Contract Dispute Resolution Board process. Refer to the Standard Construction Contract for additional details. The Contractor must allow the Utility's Specialty Contractors to have reasonable access to the work area with prior notice and may, with the exception of the Utilities' in-house field forces, condition such access on proof of insurance acceptable to the Engineer.

G. The Lower Manhattan Joint Bid Agreement, dated June 6, 2006, shall not apply to this project. The Contractor agrees that the Utilities are third-party beneficiaries of the contract for a Joint Bid Project, and that the Utilities shall be entitled to rely upon and enforce any and all terms and conditions of the Contract for a Joint Bid Project as it pertains to the Contractor and the performance of the Public Work, Shared Items, and Utility Work.

SECTION A.2 – Price List Method

A. This Contract has been prepared using the Price List Method. The Price List Method consists of all of the following.

1. The Contractor bids on the items listed in the Bid Schedule ("Bid Items")
2. The Contractor agrees that the prices listed for items in the Price List ("PL Items") represent full and complete compensation for the Specific Utility Work Items listed in the NYC Utility Price List. The NYC Utility Price List prices are fixed for the duration of the Contract, regardless of any time extensions.
3. The Bid Schedule contains Joint Bid Fixed Sum Items ("JB FS Items") that will be used for payment of Utility Work. These items may include:

Item No.	Description	Unit
JB-FS-AL	ALTICE JB FIXED SUM	F.S.
JB-FS-CC	CROWN CASTLE JB FIXED SUM	F.S.
JB-FS-CE	CON EDISON JB FIXED SUM	F.S.
JB-FS-EX	EXTNET JB FIXED SUM	F.S.
JB-FS-NG	NATIONAL GRID JB FIXED SUM	F.S.
JB-FS-LI	LIPA-PSEG JB FIXED SUM	F.S.
JB-FS-RC	RCN JB FIXED SUM	F.S.
JB-FS-SP	CHARTER-SPECTRUM-TW JB FIXED SUM	F.S.
JB-FS-VZ	ECS-VERIZON JB FIXED SUM	F.S.

4. If this Contract contains Specialty JB items that are not covered by the NYC Utility Price List ("JB Specialty Items"), the Contractor will bid on the JB Special items listed in the separate JB Specialty Item Bid Schedule. For clarity, standard City items that are not used in the Bid Schedule may be used as JB Specialty Items.

B. Any costs that are to be paid for by the Utility will be paid according to the JB FS Items, whether the work is a Bid Item, PL Item, or JB Specialty Item.

C. There is no restriction as to which items may be used to pay for Utility Work – any Bid Item, PL Item (regardless of the utility), or JB Specialty Item (regardless of the utility) may be used. Utility may use any applicable item from the Bid Items, the PL Items, or the JB Specialty Items, whether for anticipated or unanticipated Utility work, regardless of whether the item is considered or defined as a City item, such Utility's item, or another Utility's item. In consultation with the Utilities, the Engineer is responsible for verifying the applicability of items proposed for use by the Utilities in accordance with any agreement in effect between the City and the Utilities. The arbitrator(s) under Section A.4 shall have the sole and exclusive authority to determine which items are applicable should there be a dispute between any Utility and the Contractor on such issue.

D. Quantities of work to be paid for under the JB FS Items must be tracked separately from the quantities of work paid for under the Bid Items. The method and format of separate tracking must be submitted to the Engineer for review and processing.

E. Overruns:

1. Bid Items: Quantities of Bid Items paid for according to the JB FS Items are not overruns for the purpose of Standard Construction Contract Article 26.1. However, if the City negotiates a new unit price for an item per Article 26.1, that new unit price will also be used for payment under the JB FS Items.

2. JB FS Items: The City will not pay the Contractor directly when there is an overrun of the JB FS Items, except when the City's RE determines that such overruns are caused by field conditions impacting planned City work, or scope of work changes. Overruns not paid by City will be paid directly to Contractor by the Utility at the established unit rate for the Bid Items, the PL Items, or the JB Specialty Items and according to the same retainage requirements as applicable between the City and the Contractor. In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

   In the event that funds are insufficient in the Utility budget code to continue payments under the JB FS Item, the Engineer may determine that all future payments under the JB FS Item are overruns, and will be paid directly to the Contractor by the Utility as specified in the paragraph above.

F. Extra Work:

1. If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Contract, then the Contractor must immediately notify the City and the Utility in writing, describing the nature and location of the extra work in question. The Utility then has five (5) business days to investigate the conditions and then either:

   i. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;

   ii. Advise the Contractor and the City in writing that the Contract items provide for the scope of work encountered, specifying the exact unit items that cover the work;

   iii. Advise the Contractor and the City in writing that it intends to perform the necessary utility work with Utility forces or with Specialty Contractors, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Utility must provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Utility's schedule by the City, the Contractor must provide access to the worksite to the Utility and/or any Specialty Contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the Utility.

   iv. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Contract, including, but not limited to, relocating, supporting, and/or protecting the Utility's facilities, and/or shifting the City facility if approved by the Engineer, and/or otherwise changing its operations to work in the presence of the Utility's facilities. Should the Utility elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

2. For items not included in the Bid Items, PL Items, or JB Specialty Items ("Utility Extra Work"), the Utility and the Contractor will directly negotiate unit rates, lump sum amounts, or agree to payment on a Time and Material Basis. In this case, the

requirements above for overruns apply for payment. The Utility may select whether the Extra Work will be paid under the appropriate JB FS Item or paid directly from the Utility, unless such payment would cause an overrun of the JB FS Item and the Extra Work will be paid directly from the Utility. In this case, the requirements above for overruns apply for payment. If Extra Work agreed to on a Time and Material Basis is not calculated in accordance with Article 26 of the Standard Construction Contract, this Extra Work must be paid directly to the Contractor by the Utility.

In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

G. Overtime on Utility Work:

The Contractor will be paid under this article for Utility Work deemed necessary by the Commissioner (in consultation with the Utility) to accelerate Specific Utility Work Items during critical periods. Such accelerated Utility Work includes:

A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which must be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,

B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,

C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner (in consultation with the Utility) that result in additional costs to perform Contract Work as specified.

Such accelerated Utility Work must be paid for under the appropriate JB FS Item in accordance with the requirements of Articles 25 and 26 of the Standard Construction Contract.

Payment made under this article must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the work as ordered by the Commissioner (in consultation with the Utility).

This article may only be applied to Utility Work performed prior to Substantial Completion of the Project.

SECTION A.3 - Standard Specifications for Joint Bid Work

A. The Contractor is be responsible for performing work in accordance with the Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", dated August 1, 2005, as amended below and in Section C.

B. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 450, pages 56, 57, and 58;

   Note: Items under JB 450 are task driven operation items and are not based on crew size. These items are divided into three unique types, each of which provides a description of applicability and typical use. The "Method of Measurement", on page 57, states that "The actual crew performing the operation will not be considered by the facility operator, in consultation with the Resident Engineer, when determining the applicable Unit Item Type, which will be only as per the task performed."

C. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 225, page 10, Article A. Description;

   Delete the last four lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";

   Substitute the following revised text: "accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 will be of controlled low strength material (CLSM) in compliance with requirements of Section 7.18, and its cost will be deemed included in this item."

D. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 225, page 10, Article B. Materials;

   Delete the first sentence in its entirety, beginning with the words: "Furnish Controlled Low Strength Material fill or backfill . . .";Substitute the following revised sentence: "Furnish Controlled Low Strength Material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification."

E. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 226, page 12, Article A. Description;

   Delete the last five lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";

   Substitute the following revised text: "accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 will be of controlled low strength material (CLSM) backfill in compliance with Section 7.18 in the Standard Highway Specifications, and its cost will be deemed included in this item."

F. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 226, page 12, Article B. Materials;

Delete the first sentence in its entirety, beginning with the words: "Furnish controlled low strength material fill or backfill . . .";

Substitute the following revised sentence: "Furnish controlled low strength material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification."

G. Section JB 350 is not applicable and deemed deleted. The Contractor will not be paid separately to modify means and methods around overhead utilities; those costs must be included in the prices bid for all work.

H. Section JB 900 is not applicable and deemed deleted.

SECTION A.4 – Resolution of Certain Disputes Arising Between the Contractor and the Utilities (Appendix "JB-A")

A.1.0 Applicability. In recognition of the usefulness of a process of alternative dispute resolution for its efficiency, speed and cost-effectiveness in managing conflict and settling disputes that may arise under, or by virtue of, these special provisions of Joint Bidding, the City and Utilities have agreed to the procedures set forth in this **Appendix "JB-A."** Accordingly, this **Appendix "JB-A"** will apply to disputes between the Contractor and the Utilities that arise in relation to this Contract, except for those disputes between the Contractor and the Utilities relating to delay claims, as described in Section A.1, Article F of these JB-Pages.

A.1.1 The Utilities' Responsibilities. If the Utility identifies an issue in the payment requisition for the Utility Work, the Utility will immediately notify the City and the Contractor by a written notice. After sending such written notice, the Utility agrees to meet with the Contractor to resolve the issue. If the issue cannot be resolved, then the Utility or the Contractor will seek to resolve the issue through the arbitration process as set forth herein.

A.1.2 No Extra Or Disputed Work. If the Utility determines that the alleged extra Utility Work or the disputed Utility Work is part of the City's Contract Documents and denies the Contractor's claim or request for a change order, then after receiving the Utility's written response, the Contractor will either accept the Utility's determination or immediately seek to have the issue resolved through the arbitration process as set forth herein.

A.1.3 Extra Work. If the Utility determines that there is extra Utility Work, the extra Utility Work will be paid for based on the contract rates as set forth in A.2 of these JB-Pages. If all or a portion of the agreed upon extra Utility Work items are not in the contract rates, then the Utility and the Contractor will negotiate the cost of the extra Utility Work with each other with the understanding that the performance of Public and Utility Work will continue during all negotiations and discussions. If the parties reach an agreement on cost for the extra Utility Work, then the Contractor and the Utility will submit to the City's RE a copy of the agreed upon prices together with supporting documentation. If the parties do not reach an agreement on cost for the extra Utility Work, then the parties will immediately arbitrate the issue as set forth herein.

A.2.0 Joint Bid Projects. Disputes that arise under this Appendix, as described above in paragraph A.1.0, will be resolved in accordance with the provisions of this **Appendix "JB-A"**. **Appendix "JB-A"** will NOT apply to any disputes between the City and the Contractor, or any disputes between the City and the Utilities. Since the arbitration of Utility interference disputes, as described in Article A.1.0 above, is a matter solely between the Utilities and the Contractor, and since the parties agree to reduce or eliminate any costs to the City relating to any arbitration pursuant to this **Appendix "JB-A"**, the parties hereby agree that:

A.2.1 The City will not be a party in the arbitration process;

A.2.2 Neither the Contractor nor the Utilities will call as a witness in the arbitration process any City employee, agent or consultant, including the City's RE, his staff or City inspection personnel;

A.2.3 The City will not be responsible for any costs, fees or monetary awards or price adjustments associated in any way with the arbitration process described in this **Appendix "JB-A"**; and

A.2.4 Notwithstanding Articles A.2.1 and A.2.2, the City's obligation to furnish information to the parties will be limited to those requests as set forth under the New York State Freedom of Information Law, as amended.

A.3.0 Pre-Arbitration Procedures.

A.3.1 Should a dispute arise between any Utility and the Contractor pursuant to Article A.1.0 of this Appendix, the disputing party will notify the City and the other party in writing within two (2) Business Days of the dispute that a dispute exists, and briefly describe; (i) the nature of the dispute; and (ii) the proposed resolution and rationale supporting its proposal.

A.3.2 After notifying the City of the dispute, the disputing parties will have fifteen

(15) Business Days to meet, discuss the issues, exchange documents and/or exchange offers with due diligence and in good faith in order to reach an agreement and resolve the dispute.

A.3.3. If the disputing parties reach an agreement, they will immediately notify the City in writing that the dispute has been resolved and describe the terms of the resolution.

A.3.4 If the disputing parties have not reached an agreement within fifteen (15) Business Days of the date the City was first notified of the dispute, the Contractor will, within five (5) Business Days thereafter, submit to the Utility a written Final Offer, which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work which the Contractor contends are not covered by application of the contract rates; and (ii) a detailed breakdown of the Contractor's proposed prices (e.g., unit prices and quantities) for such work.

A.3.5 Upon receipt of the Contractor's Final Offer, the Utility will, within five (5) Business Days, either accept the Contractor's Final Offer or submit to the Contractor a written Final Offer which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work, if any; and (ii) a detailed breakdown of the Utility's proposed prices (e.g., unit prices and quantities) for such work, if applicable.

A.3.6 Once Final Offers have been exchanged by the parties, they may not be modified or withdrawn by either party except by mutual agreement or final settlement of the dispute.

A.3.7 Upon exchange of Final Offers, the Contractor will have three (3) Business Days, to either accept or reject the Utility's Final Offer. If the Contractor rejects the Utility's Final Offer, then either the Contractor or the Utility will submit the dispute to the American Arbitration Association ("AAA") to be resolved in accordance with the Construction Industry Arbitration Rules ("Rules") in effect on the date the arbitration is initiated, except as such Rules are modified herein.

A.3.8 Each of the steps described above will be a condition precedent to the obligations of the parties in succeeding steps. Since **Time is of the Essence**, should either party fail to comply with any of the pre-arbitration procedures described above, that party will be deemed to be in default. If, upon receipt of written notice of default by the other party, the defaulting party has not cured the default within three (3) Business Days, the other party may proceed to arbitration solely on the issue of whether the defaulting party was in default of these pre-arbitration procedures. If, after hearing evidence, the arbitrator(s) determine that the defaulting party was in default of these pre-arbitration procedures, then the arbitrator(s) will enter a final decision in favor of the other party in accordance with the Final Offer submitted by the other party or, if no Final Offer has been submitted prior to the default, according to the last written proposal submitted by the other party.

A.4.0 General Provisions.

A.4.1 The Utility agrees to pay for any disputed or extra Utility Work while the arbitration proceeding is pending based on the Utility's Final Offer.

A.4.2 All determinations by the parties required by this **Appendix "JB-A"** will be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination.

A.4.3 The Utility agrees to copy the City on all communications involving the arbitration process and to notify the City of the final determination.

A.4.4 The Utility agrees to pay the Contractor directly for any final settlement for extra Utility Work that may be agreed to by the Utilities and the Contractor or any final award for extra Utility Work issued by the arbitrator(s), less credits for any payments previously made by the Utility to the Contractor.

A.4.5 All of the contract defined terms will apply here, as if they were re-stated herein.

A.4.6 Since **Time Is Of The Essence** on all Joint Bid Projects, whenever there is a dispute pursuant to this **Appendix "JB-A"**, the terms of the City's Construction Contract will remain in full force and effect, and the Contractor will continue performing all of the Contract Work and the Utility Work as directed by the City.

A.4.7 The timeframes set forth herein have been established to ensure that the Joint Bid Project does not stop for any disputes between the Contractor and the Utility.

A.4.8 All of the timeframes are measured in Business Days, which include Monday, Tuesday, Wednesday, Thursday and Friday, but exclude holidays.

A.4.9 For all disputes that arise under **Appendix "JB-A"**, the City's role will be limited to receiving copies of all written communications.

A.4.10 The Contractor and all subcontractors hired by it agree to waive any rights they may have, if any, under law, equity, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives or so-called "order outs" under the New York City Administrative Code, to require any or all of the Utilities to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove Utility facilities in connection with work to be performed under this contract. However, nothing in this Agreement will preclude the City from exercising its rights under the law, including the right to issue such a directive to a Utility.

A.4.11 Each Utility will be named as an additional insured on all insurance policies required to be maintained by the Contractor in connection with the Joint Bid Project. The actual incremental cost, if any, to the Contractor of providing such insurance coverage will be borne by the Contractor. The Contractor will provide a written statement from its insurance provider documenting this added coverage to the Utility. Under no circumstances will the cost of insurance coverage on behalf of the Utility be borne by the City. Nothing in this paragraph will be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, with regard to any Utility Work performed in accordance with or through this **Appendix "JB-A"**, the Utility and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Utility regulations.

A.5.0 <u>The Arbitration Procedures</u>.

A.5.1 Once the AAA has appointed an arbitrator(s), the arbitration will be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

A.5.2 No later than fourteen (14) calendar days prior to the first day of arbitration, the Utility and Contractor will submit to the arbitrator(s), and to each other, a summary of each party's respective position, all documentary, photographic or physical evidence on which the party intends to rely, and such other information as is deemed appropriate, along with a copy of each party's "Final Offer" as described above.

A.5.3 The arbitration will be conducted and concluded in two (2) days.

A.5.4 On the morning of the first (1st) day of the arbitration, Contractor and/or representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, Contractor will not be permitted to produce any evidence that has not already been provided to the Utility and the arbitrator(s) pursuant to Paragraph A.5.2, above. Contractor will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.

A.5.5 After the Contractor's presentation, Utility and/or its representatives will have 2 hours to ask the Contractor questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Contractor questions about its claim and its presentation.

A.5.6 On the morning of the second (2nd) day of the arbitration, Utility and/or its representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, the Utilities will not be permitted to produce any evidence that has not already been provided to the Contractor and the arbitrator(s) pursuant to Paragraph A.5.2, above. The Utility will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.

A.5.7 After the Utility's presentation, the Contractor and/or its representatives will have 2 hours to ask the Utility questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Utility questions about its claim and its presentation.

A.5.8 Subject to the above maximum time limitations set forth above, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.

A.5.9 The arbitrator(s) will then have one (1) week to select in writing, as the arbitrators' award, that party's Final Offer that appears to be more reasonable, based on the presentations at the arbitration hearings.

A.5.10 The arbitrator(s) will have no discretion to grant an award other than one of the two (2) Final Offers submitted by the parties.

A.5.11 The arbitration award will be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

A.5.12 Any award for work that has already been performed will be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision will be paid within thirty

(30) calendar days of completion of work. Interest will accrue from the date payment is due at the rate of nine (9%) percent per annum. Either party may cause judgment to be entered in accordance with the decision of the arbitrator(s) in a court in the State of New York, County of New York.

A.5.13 The Utility and the Contractor initially will share the arbitrator's(s') fees and any other costs of the arbitration equally. The non-prevailing party will then pay all arbitrator's(s') fees and costs of the arbitration and will reimburse the prevailing party for its share of such fees and costs theretofore paid.

A.5.14 The parties may, at any time, settle any matter submitted to arbitration.

A.5.15 Since **Time is of the Essence**, should any party, at any time after the dispute has been submitted for arbitration, materially fail to comply with: (i) the Rules, (ii) any of these arbitration procedures, or (iii) any procedural decisions by the arbitrator(s), then the arbitrator(s) will enter an order directing the party to cure its non-compliance within five (5) Business Days. If the party fails to comply with the order of the arbitrator(s) order within the five (5) Business Days, upon receipt of evidence that the non-complying party has failed to comply with the arbitrator's(s') order, the arbitrator(s) will enter a final decision in favor of the other party in accordance with the other party's Final Offer.

END OF JB-PAGES SECTION A

(NO FURTHER TEXT ON THIS PAGE)

SECTION B. NYCDDC INFRASTRUCTURE DIVISION JOINT BID UTILITY PRICE LIST

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .1)	EACH	$ 573
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .2)	EACH	$ 858
JB 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .3)	EACH	$ 1,125
JB 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .4)	EACH	$ 1,368
JB 100.5	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .5)	EACH	$ 1,883
JB 100.6	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .6)	EACH	$ 2,012
JB 100.7	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .7)	EACH	$ 2,182
JB 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EACH	$ 2,862
JB 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EACH	$ 3,284
JB 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)	EACH	$ 4,428
JB 101.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .4)	EACH	$ 4,686
JB 101.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .5)	EACH	$ 5,673
JB 101.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .6)	EACH	$ 6,208
JB 101.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .7)	EACH	$ 6,284
JB 102.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)	EACH	$ 3,565
JB 102.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .2)	EACH	$ 4,006
JB 102.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .3)	EACH	$ 4,780
JB 102.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .4)	EACH	$ 5,465
JB 102.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .5)	EACH	$ 6,056
JB 102.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .6)	EACH	$ 6,413
JB 102.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .7)	EACH	$ 7,526
JB 103.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1)	EACH	$ 4,178
JB 103.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .2)	EACH	$ 4,910
JB 103.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .3)	EACH	$ 6,109
JB 103.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .4)	EACH	$ 7,183
JB 103.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .5)	EACH	$ 8,594

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 103.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .6)	EACH	$ 9,213
JB 103.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .7)	EACH	$ 9,832
JB 104.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .1)	EACH	$ 4,601
JB 104.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .2)	EACH	$ 5,088
JB 104.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .3)	EACH	$ 6,071
JB 104.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .4)	EACH	$ 6,821
JB 104.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .5)	EACH	$ 7,943
JB 104.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .6)	EACH	$ 8,311
JB 104.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .7)	EACH	$ 8,835
JB 105.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .1)	EACH	$ 4,933
JB 105.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .2)	EACH	$ 5,460
JB 105.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .3)	EACH	$ 6,744
JB 105.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .4)	EACH	$ 7,854
JB 105.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .5)	EACH	$ 9,426
JB 105.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .6)	EACH	$ 10,001
JB 105.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .7)	EACH	$ 9,372
JB 106.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .1)	EACH	$ 5,156
JB 106.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .2)	EACH	$ 5,689
JB 106.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .3)	EACH	$ 7,013
JB 106.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .4)	EACH	$ 8,152
JB 106.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .5)	EACH	$ 9,659
JB 106.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .6)	EACH	$ 10,240
JB 106.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .7)	EACH	$ 10,821
JB 107.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .1)	EACH	$ 5,442
JB 107.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .2)	EACH	$ 6,079
JB 107.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .3)	EACH	$ 7,402

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 107.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .4)	EACH	$ 8,592
JB 107.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .5)	EACH	$ 10,314
JB 107.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .6)	EACH	$ 10,709
JB 107.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .7)	EACH	$ 11,104
JB 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	EACH	$ 873
JB 108.2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	EACH	$ 1,503
JB 108.3	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)	EACH	$ 2,139
JB 108.4	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)	EACH	$ 2,733
JB 108.5	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .5)	EACH	$ 3,186
JB 108.6	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .6)	EACH	$ 3,568
JB 108.7	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .7)	EACH	$ 4,373
JB 109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	EACH	$ 1,265
JB 109.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EACH	$ 1,758
JB 109.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EACH	$ 2,378
JB 109.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	EACH	$ 3,045
JB 109.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .5)	EACH	$ 3,530
JB 109.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .6)	EACH	$ 3,956
JB 109.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .7)	EACH	$ 4,100
JB 110.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .1)	EACH	$ 1,649
JB 110.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .2)	EACH	$ 2,126
JB 110.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .3)	EACH	$ 2,744
JB 110.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .4)	EACH	$ 3,466
JB 110.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .5)	EACH	$ 4,055
JB 110.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .6)	EACH	$ 4,663
JB 110.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .7)	EACH	$ 5,453
JB 111.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .1)	EACH	$ 2,054

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 111.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .2)	EACH	$ 2,748
JB 111.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .3)	EACH	$ 3,656
JB 111.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .4)	EACH	$ 4,652
JB 111.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .5)	EACH	$ 5,491
JB 111.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .6)	EACH	$ 6,228
JB 111.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .7)	EACH	$ 7,781
JB 112.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .1)	EACH	$ 2,050
JB 112.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .2)	EACH	$ 2,657
JB 112.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .3)	EACH	$ 3,687
JB 112.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .4)	EACH	$ 4,753
JB 112.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .5)	EACH	$ 5,574
JB 112.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .6)	EACH	$ 6,273
JB 112.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .7)	EACH	$ 7,413
JB 113.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .1)	EACH	$ 2,361
JB 113.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .2)	EACH	$ 3,198
JB 113.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .3)	EACH	$ 4,249
JB 113.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .4)	EACH	$ 5,340
JB 113.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .5)	EACH	$ 6,135
JB 113.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .6)	EACH	$ 6,914
JB 113.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .7)	EACH	$ 8,046
JB 114.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .1)	EACH	$ 2,492
JB 114.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .2)	EACH	$ 3,599
JB 114.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .3)	EACH	$ 5,401
JB 114.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .4)	EACH	$ 7,013
JB 114.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .5)	EACH	$ 8,301
JB 114.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .6)	EACH	$ 9,188

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 114.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .7)	EACH	$ 9,474
JB 115.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .1)	EACH	$ 2,874
JB 115.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .2)	EACH	$ 4,116
JB 115.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .3)	EACH	$ 6,065
JB 115.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .4)	EACH	$ 7,994
JB 115.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .5)	EACH	$ 9,455
JB 115.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .6)	EACH	$ 10,379
JB 115.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .7)	EACH	$ 10,742
JB 116.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .1)	EACH	$ 3,118
JB 116.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .2)	EACH	$ 4,480
JB 116.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .3)	EACH	$ 6,478
JB 116.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .4)	EACH	$ 8,628
JB 116.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .5)	EACH	$ 10,236
JB 116.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .6)	EACH	$ 11,263
JB 116.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .7)	EACH	$ 11,627
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	$ 190
JB 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	$ 4,018
JB 225.1B	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET	EACH	$ 4,548
JB 225.2A	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	$ 2,009
JB 225.2B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET	EACH	$ 2,539
JB 225.3A	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	$ 1,845
JB 300A	SPECIAL CARE EXCAVATION AND BACKFILLING FOR TRANSMISSION MAINS (TRANSMISSION MAIN IS DESCRIBED AS ANY GAS MAIN WITH A MAOP GREATER THAN 124-PSIG)	C.Y.	$ 312
JB 300.1	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP	C.Y.	$ 229

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 300.2	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP	C.Y.	$ 265
JB 301	SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPE	C.Y.	$ 316
JB 303	FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL	C.Y.	$ 52
JB 306	EXCAVATION REQUIRING SPECIAL CARE ON ACCOUNT OF PARALLELING UTILITY FACILITIES	C.Y.	$ 272
JB 330E	SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION	L.F.	$ 232
JB 330G	SUPPORTS FOR PARALLEL FULLY EXPOSED GAS MAINS IN TRENCH	EACH	$ 1,629
JB 330T1	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH	L.F.	$ 157
JB 330T2.1	COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED	L.F.	$ 319
JB 330T2.2	COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED	L.F.	$ 448
JB 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EACH	$ 1,416
JB 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	$ 242
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	$ 284
JB 401A	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	$ 349
JB 401AC	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV FACILITIES CONNCETED TO THE BASE PAVEMENT	C.Y.	$ 96
JB 401AT	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT	C.Y.	$ 105
JB 402.1	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 64
JB 402.1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 73
JB 402.2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 42

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Item No.	Item Description	Unit	Price
JB 402.2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 52
JB 402T.1	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 64
JB 402T.1A	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 69
JB 402T.2	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 46
JB 402T.2A	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 60
JB 402T.3	ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER	L.F.	$ 90
JB 402T.J1	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	$ 64
JB 402T.J1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	$ 72
JB 402T.J2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	$ 53
JB 402T.J2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	$ 60
JB 402T.R1A	EXISTING CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 67
JB 402T.R2A	EXISTING NON - CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 53
JB 402T.V1	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 65
JB 402T.V1A	EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 45

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Item No.	Item Description	Unit	Price
JB 402T.V2	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 54
JB 402T.V2A	EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 61
JB 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	S.F.	$ 4
JB 403T.1	FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITY FACILITIES (1/4" THICK)	S.F.	$ 16
JB 403T.2	FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITES FACILITES (3/8" THICK)	S.F.	$ 20
JB 404	PIER & PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS AND OTHER SHALLOW FACILITIES	S.F.	$ 664
JB 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	$ 368
JB 405.2	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING	C.Y.	$ 445
JB 406	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	$ 307
JB 410.1	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% (TYPE .1)	C.Y.	$ 367
JB 410.2	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% (TYPE .2)	C.Y.	$ 437
JB 410.3	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% (TYPE .3)	C.Y.	$ 510
JB 410.4	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% (TYPE .4)	C.Y.	$ 630
JB 410.5	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .5)	C.Y.	$ 713
JB 410.6	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .6)	C.Y.	$ 747

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Item No.	Item Description	Unit	Price
JB 410.7	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .7)	C.Y.	$ 828
JB 410.8	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .8)	C.Y.	$ 910
JB 450.1	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	CREW/HR	$ 353
JB 450.2	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	CREW/HR	$ 388
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	CREW/HR	$ 998
JB 450.4	CONSTRUCTION FIELD SUPPORT - LARGE SIZE CREW (TYPE .4)	CREW/HR	$ 1,363
JB 450.5	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .5) PIPE-RIPPING SUPPORT	CREW/HR	$ 835
JB 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	$ 5
JB 501	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	C.Y.	$ 308
JB 603E.1	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 4
JB 603E.2	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 8
JB 603T.1	INSTALL 1 EACH 2", 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION	L.F.	$ 7
JB 603T.2	INSTALL 2 EACH 2", 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION	L.F.	$ 14
JB 603T.3	INSTALL 4 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION	L.F.	$ 23
JB 603T.4	INSTALL 6 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION	L.F.	$ 45
JB 603T.5	INSTALL 8 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION	L.F.	$ 61
JB 603T.6	INSTALL 12 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION	L.F.	$ 91
JB 603T.7	INSTALL 15 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION	L.F.	$ 113
JB 603T.8	INSTALL 24 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION	L.F.	$ 182
JB 603T.9	INSTALL 30 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION	L.F.	$ 212
JB 636 EA	ADJUSTMENT OF UTILITY HARDWARE (UNDER 7" WIDTH)	EACH	$ 212
JB 636 EB	ADJUSTMENT OF UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	EACH	$ 356
JB 636 EC	ADJUSTMENT OF UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	EACH	$ 905
JB 636 ED	ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EACH	$ 950

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Item No.	Item Description	Unit	Price
JB 636 EE	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EACH	$ 1,086
JB 636 EG	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EACH	$ 1,222
JB 636 EH	ADJUSTMENT OF UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	EACH	$ 1,371
JB 636 EI	ADJUSTMENT OF UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	EACH	$ 1,512
JB 636 MA	ADJUSTMENT OF UTILITY HARDWARE 7" to 30" MILLING / RESURFACING	EACH	$ 129
JB 636 MB	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	EACH	$ 156
JB 636 MC	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	EACH	$ 170
JB 636 MD	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EACH	$ 183
JB 636 ME	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EACH	$ 206
JB 636 MG	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EACH	$ 233
JB 636 MH	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	EACH	$ 265
JB 636 MI	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	EACH	$ 299
JB 636 R	REPAIR TO UTILITY STRUCTURES	C.Y.	$ 267
JB 636 SA	CONCRETE COLLAR AROUND STEAM CASTINGS	S.F.	$ 15
JB 636 SB	ADJUSTMENT TO UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH)	EACH	$ 243
JB 636 SC	ADJUSTMENT OF UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH)	EACH	$ 718
JB 638 N	INSTALLATION OF FIELD CONSTRUCTED UTILITIES STRUCTURES.	C.Y.	$ 1,256
JB 638 NT	INSTALLATION OF FIELD CONSTRUCTED TELEPHONE/COMMUNICATIONS UTILITY STRUCTURE	C.Y.	$ 3,539
JB 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE	C.Y.	$ 686

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 638 RT	BREAK OUT AND REMOVE TELEPHONE/COMMUNICATIONSUTILITY STRUCTURE CONTAINING ACTIVE CABLES	C.Y.	$ 6,991
JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	C.Y.	$ 95
JB 710.1	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPE	L.F.	$ 16
JB 710.2	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO AND INCLUDING 20" DIAMETER PIPE	L.F.	$ 18
JB 710.3	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON PIPE, STRUCTURE OPENINGS GREATER THAN 20"	L.F.	$ 45
JB 711	USE SHEETING LINE AS FORM	L.F.	$ 7
JB 781	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	EACH	$ 1,609
JB 798	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	$ 331
JB 799	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	$ 105
JB 800	MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	$ 248
JB 801	MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	$ 126
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	S.F.	$ 5
JB 802B	SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK	L.F.	$ 12
JB 803.1	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL (LINE CUT ASPHALT)	L.F.	$ 11
JB 803.2	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)	L.F.	$ 22
JB 803.3	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ASPHALT, CONCRETE AND BELGIAN BLOCK ROADWAY REMOVAL OPERATIONS	L.F.	$ 31

END OF JB-PAGES SECTION B

(NO FURTHER TEXT ON THIS PAGE)

SECTION C. JOINT BID SPECIAL SPECIFICATIONS

conEdison

Guideline Document for Public Improvement

CONST- 029 Revision Number 4

Purpose:	To update the Public Improvement Contractor Guideline document for safe entry into Sub-Surface Structures and moving energized underground cables.		
Revision Date:	7-30-2020	Next Revision Due Date:	7-30-2022
Supersedes Date:	6-30-2018	Revision Cycle Period:	Once every 2 years

TYPE	NAME	DATE
EH&S	Glenn D. Newell	7/30/2020
Technical	Joseph Bedell, Joseph Bedell Jr. John Stefandl & Marlon Kalloo	7/30/2020
Legal	Inna Rozenberg	7/30/2020

Summary of Changes:

1. Updated Reference Section to Include OSHA 1926 Subpart V
2. Removed Section on Moving Energized U.G. Cables Located Inside Sub-Surface Structures. (Previously Section 4.0 in Revision 3)
3. Updated/Revised Sections 1.4, 2.1, 2.2.2, 3.4, 3.6, 3.8, 3.9, 4.5.5, 4.7 & 4.7.1
4. Added New Section 4.5.4 – HDPE Conduit
5. Added New Chapter 5.0 – Breaking Out a Point of Entry (POE)

Training Requirements - N/A

DOJT/Course #, etc. Associated with this Operating Document:
None

Subject Matter Expert:	Marlon Kalloo	Approved Date:	7/30/2020 M Kalloo
Approver Name:	Theresa Kong	Approved Date:	7/30/2020

Paper copies of Operating Documents are uncontrolled and therefore may be outdated. Verify current version prior to use.

Consolidated Edison Company of New York, Inc.

Guideline

For

Safe Entry into Sub-Surface Structures (Electrical Enclosed Space),

Moving Energized Underground Cables

Removal of Conduit from Cables, and

Breaking Point of Entry (POE's) Into Sub-Surface Structures

Performed by

Municipal Contractors

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- 1.8 - Electrically Competent Qualified Municipal Contractor

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1.0 Definitions

1.1 Competent Person- As a general rule, a Competent Person is an individual who, by way of training and/or experience, is knowledgeable of OSHA and other applicable standards, is capable of identifying workplace hazards relating to the specific operation, and is designated by the employer with the authority to take all appropriate actions necessary to comply with all applicable standards and properly address hazards. Some OSHA standards add additional specific requirements that must be met by the Competent Person.

1.2 Attendant - An authorized individual who is stationed outside a sub-surface structure or an Electrical Enclosed Space to monitor the authorized entrants and to perform duties assigned including providing assistance to individual inside the sub-surface structure or Electrical Enclosed Space.

1.3 Electrical Enclosed Space – OSHA defines an Electrical Enclosed Space as a working space, such as a manhole, vault, tunnel, service box, or shaft, used for the operation and maintenance of electric power generation, transmission, and distribution lines and equipment. An Electrical Enclosed Space has a limited means of egress or entry, and is designed for periodic entry under normal operating conditions. Under normal conditions, an Electrical Enclosed Space does not contain a hazardous atmosphere, but may contain a hazardous atmosphere under abnormal conditions.

1.4 CET Specification – CET Specification defining private utility work within Municipal Construction Contracts.

1.5 JB Specification – Joint Bid specification defining private utility work within a NYC DDC Capital contract.

1.6 Public Improvement Representative - Con Edison employee, (Inspector, Construction Representative, Chief Construction Inspector, Project Specialist, or Manager) assigned to the Public Improvement section.

1.7 Municipal Contractor – Construction municipal contractor performing work for Municipal, State or other Public Agencies or Authorities.

1.8 Electrically Competent Qualified Municipal Contractor - is a Municipal Contractor employee designated and documented by the Municipal Contractor employer, in writing, as the electrically competent and qualified person who, by way of training and/or experience has the skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment, can identify non-insulated conductors from insulated conductors and/or cables and has the knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized electrical equipment. The Electrically Competent Qualified Municipal Contractor employee is capable of identifying varying workplace electrical hazards relating to the specific operation and has the authority to take appropriate actions, as required. In order to meet the task specific qualifications of this guideline, the Electrically Competent Qualified Municipal Contractor employee must be familiar with this document and be able to demonstrate adherence.

2.0 References

2.1 **OSHA Section 1910.269 –** Electric Power Generation, Transmission & Distribution **& 1926 Subpart V –**Electric Power Transmission and Distribution

2.2 **Training-** The OSHA Office of Training and Education (OTE) develops, directs, oversees, manages and ensures implementation of OSHA's national training and education policies and programs in support of OSHA's strategic goals with the objective of reducing occupational hazards through direct intervention, promoting a safety and health culture through compliance assistance, cooperative programs and strong leadership and maximizing OSHA effectiveness and efficiency by strengthening capabilities and infrastructure.

All Municipal Contractor employees shall be trained in and familiar with the safety-related work practices, safety procedures, and other safety requirements in section 1910.269(a)(2) and 1926 Subpart V that pertains to the Municipal Contractor employees' respective job assignments. Municipal Contractor employees' shall also be trained in and familiar with any other safety practices, including emergency procedures, such as manhole rescue, that are not specifically addressed by this referenced section but that is related to their work and is necessary for their safety.

Con Edison manhole inspection and underground awareness training can be scheduled through the Con Edison TLC upon request of the municipal contractor. OSHA 10 certification cards and CPR / First Aid training are prerequisites.

2.2.1 Electrically Competent Qualified municipal contractors shall also be trained and competent in:

a- The skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment

b- The skills and techniques necessary to determine exposed live parts from other parts, (determination of non-insulated conductors from insulated conductors / cables).

c- The knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized parts of electrical equipment. Generally, the Municipal Contractor will not be required to work on or near exposed/non-insulated energized parts of electrical equipment or cables. In the event special conditions exist requiring working near exposed/non insulated energized parts of electrical equipment or cables, the Municipal Contractor shall cease working and immediately contact the authorized Con Edison Inspector so that a further assessment of the condition can be evaluated, and appropriate guidance provided.

d- The Electrically Competent Qualified Municipal Contractor employee shall determine, through regular supervision and through inspections conducted on at least an annual basis that each Municipal Contractor employee is complying with the safety-related work practices outlined in this guidance document.

2.2.2 A Municipal Contractor employee shall receive additional training (or retraining) by the Electrically Competent Municipal Contractor under any of the following conditions:

a- If the Electrically Competent Qualified Municipal Contractor employee indicates that the Municipal Contractor employee is not complying with safety-related work practices

b- If new technology, new types of equipment, or changes in procedures necessitate the use of safety-related work practices that are different from those which the Municipal Contractor employee would normally use

c- If the Municipal Contractor employee must employ other safety-related work practices that are not normally used or that require modification from those stated in this guidance document

Note: OSHA requires retraining before commencing with a task that has not been performed within one year.

The required training shall be of the classroom and/or on-the-job type. The training shall establish Municipal Contractor proficiency in the work practices required and shall introduce the procedures necessary for compliance. The Electrically Competent Qualified Municipal Contractor shall certify that each Municipal Contractor employee has received the training required and retains records of this training to be supplied upon request by Con Edison.

3.0 Safe Entry into Sub-Surface Structures, (Electrical Enclosed Space)

3.1 **Purpose:** To establish a guideline that shall be employed for safe entry into Con Edison sub-surface structures by Municipal Contractors.

3.2 **Application:** Municipal Contractor personnel

3.3 **Guideline:** This guideline provides the requirements for practices that shall be employed for safe entry into Con Edison sub-surface structures. Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall adhere to this guideline.

3.4 Inspection/Testing

Prior to entry into a Con Edison sub-surface structure, properly trained and qualified Con Edison electrical personnel must conduct an inspection. The assessment will determine if the condition of the electrical facilities contained therein is sufficient to allow need based unrestricted access. Con Edison electrical personnel shall validate that the Con Edison sub-surface structure inspected is approved for need based unrestricted access. The Con Edison Inspector shall communicate and document to an Electrically Competent Municipal Contractor personnel any safety precautions to be taken and that the subsurface structure is safe for entry. Any condition deemed to be un-safe through this formal inspection process would preclude granting access.

An inspection must take place daily prior to Municipal Contractor entry. Once the cover is placed on the electric subsurface structure another inspection must occur prior to Municipal Contractor entry. Inspections include but are not limited to:

1) Testing for stray voltage by a qualified Con Edison employee or qualified Municipal Contractor employee.

2) Completion of atmospheric testing.

3) Determination that it is safe to enter the space.

4) A visual inspection for any abnormalities previously defined.

5) Communication of inspection results and hazards to the Con Edison inspectors and the municipal contractor supervisor.

3.5 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a job briefing with the municipal contractor's employees involved before they start the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the municipal contractor's employees, occur during the course of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing. A copy of the documented job briefing should be available upon request by Con Edison.

3.6 Attendants

While work is performed in a Con Edison sub-surface structure, a Municipal Contractor Attendant shall be available in the immediate vicinity to render emergency assistance. Sub-surface structure Attendants shall comply with applicable OSHA requirements.

3.7 Hazardous Atmosphere

Municipal Contractor personnel shall perform a hazardous atmosphere test before entry into any Con Edison sub-surface structure and perform continuous air monitoring in compliance with applicable OSHA requirements. Any atmospheric reading deemed to be un-safe would prohibit access to the structure. The Municipal Contractor shall immediately notify the authorized Con Edison Inspector.

3.8 Personal Protective Equipment

Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. In addition, Con Edison is requiring that Municipal Contractor personnel assigned to work inside Con Edison sub-surface structures shall at all times wear Flame Resistant (FR) Clothing with a rating of 8 cal/cm^2 or HR2, a retrieval harness and that a retrieval device be on location. In addition, an atmospheric tester

must be in use continuously anytime a structure is occupied. See section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

3.9 Con Edison Personal Protective Equipment Guideline

	Task	Class 0 Gloves	FR Clothing	FR Hood	Blast Goggles	Face Shield	Safety Glasses
1	Pavement breaking	N	N				Y
2	Breaking out concrete encased duct	Y	Y				Y
3	Moving energized primary cables that are located outside a structure while in proximity to joints	Y	Y	Y	Y		
4	Moving primary cables outside a structure (no joints involved)	Y	Y				Y
5	Moving energized secondary cables	Y	Y				Y
6	Hand excavate to locate precast ducts	N	N				Y
7	Hand excavate to locate direct buried cables	Y	Y				Y
8	Removing cable from conduit	Y	Y				Y
9	Breaking structure for POE from outside/inside	Y	Y			Y	Y
10	Breaking sub-structure walls	Y	Y				Y
11	Pulling rope within structure with energized cable	Y	Y				Y
12	Pulling rope in enclosed spaces	Y	Y				Y
13	Building a bench or platform within a subsurface structure to support or protect cables.	Y	Y				Y
14	Breaking out unknown precast electric duct	Y	Y				Y
15	Using digging bar over electric facility	Y	N				Y
16	Using digging bar over direct buried cables	Y	Y				Y
17	Using Pneumatic clay digger in vicinity of electric facility	Y	Y				Y
18	Installing forms for field-constructed sub-surface structures from inside the designed footprint when connected cables are present	Y	Y				Y
19	Installing forms for field-constructed subsurface structures from outside the designed footprint when connected cables are present	N	N				Y
20	Installing forms for field-constructed subsurface structure prior to first energization of new cables	N	N				Y
21	Saw cutting operation	Y	N				Y
22	Hand excavate to locate cable fault	Y	Y				Y
23	Hand excavating to find service dead leg	Y	Y				Y
24	Removing underground silo	Y	Y				Y
25	Regrade	Y	N				Y
26	Build/remove shunt box w/ energized cable inside	Y	Y				Y

3.10 Access

Municipal Contractor personnel shall not climb into or out of Con Edison sub-surface structures by stepping on cables or hangers.

4.0 Removal of Conduit from Cables and Moving Energized Underground Cables Located Outside of Subsurface Structures

4.1 **Purpose:** Establish a guideline that shall be employed by Electrically Competent Qualified Municipal Contractor personnel, meeting OSHA training requirements, when removing conduit from cables and moving Con Edison energized underground cables located outside structures.

4.2 **Application:** Municipal Contractor personnel

4.3 **Guideline:** This guideline details the requirements for practices that shall be employed when moving Con Edison energized underground cables located outside of Con Edison structures. Movement of energized cables on the Con Edison system shall be performed in accordance with the following directions. Only Electrically Competent Qualified Municipal Contractor personnel who been trained and meet necessary OSHA requirements for moving energized underground cables and in accordance with the following directions shall perform movement of energized cables on the Con Edison system.

4.4 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a job briefing with the Municipal Contractor's employees involved before they start the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the Municipal Contractor's employees, occur during the course of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing.

4.5 Removal of Conduit from Cables

All subsurface electric cable systems and related components shall be considered energized. Caution shall always be employed whenever conduits are opened to expose the interior cable.

4.5.1- Pre-cast Concrete Conduit

a- The conduit shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner so as to be directed across the top of the conduit away from any cable that may be inside of the conduit.

b- A small piece of the concrete conduit shall be chipped away so that a visual examination of the interior of the conduit can be made to verify the presence of cable. All impact/chipping actions shall be performed in such a manner so as to be directed across the top of the duct, away from the cable.

c- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g. Norplex Micarta RT504 NEMA Grade G-3) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations. The remainder of the conduit shall be fractured using the 3 lb. hammer equipped with a non-conductive handle. Care shall be taken so as to avoid any impact upon the cable, either by direct or indirect hammer blows.

d- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 5.7, below.

4.5.2 - Concrete Encased Conduit

a- The concrete encased conduit (including but not limited to pre-cast, fiber, tile, clay), shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner so as to be directed across the top of the conduit away from any cable that may be inside of the conduit.

b- For concrete encased conduit, it may be necessary to employ a handheld cold chisel (in conjunction with the 3 lb. hammer) to remove concrete encasement. If a chisel is utilized, all impact/chipping actions shall be performed in such a manner so as to be directed across the top of the duct, away from the cable.

c- If the concrete encasement is so dense as to render the use of a hammer and handheld chisel non-effective, an 8-pound sledgehammer may be employed. If neither of these devices proves effective, the use of a pneumatic chipping hammer will be permitted. The weight/size of the pneumatic chipping hammer shall not exceed 20 lbs. When utilizing a pneumatic chipping hammer, the device shall be securely positioned and be under close operator control at all times. The tool bit used for these operations shall be chisel shaped with a minimum width of two (2") inches. All impact/chipping actions shall be performed in such a manner so as to be directed across the top of the duct, away from the cable.

d- A small piece of the concrete conduit shall be chipped away so as to permit verification of the presence of cable inside the conduit.

e- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector

based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g. Norplex Micarta RT504 NEMA Grade G-3) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.

f- After installation of the shield material has been completed, continue removal of remaining conduit and encasement, using handheld and power tools.

g- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 5.7, below.

4.5.3 – Wood Conduit

a- Wooden conduit shall be split using a handheld cold chisel and a 3 lb. hammer equipped with a non-conductive handle. All impact/chipping action shall be performed in such a manner so as to be directed across the top of the conduit away from the cable.

b- The chisel shall use to create a small window in the conduit that will permit a visual inspection of the conduit interior for the presence of cable.

c- If cable is present, wood conduit material shall continue to be removed until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g. Norplex Micarta RT504 NEMA Grade G-3) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.

d- After installation of the shield material has been completed, continue removal of remaining conduit

e- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 5.7, below.

4.5.4 – HDPE Conduit

a- HDPE conduit shall be split using hand tools or a handheld pneumatic rotary cutting tool. All splitting/cutting actions shall be performed in such a manner so as to be directed across the top of the duct, away from the cable.

b- Pneumatic Rotary Cutting Tool – A pneumatic rotary cutting tool shall be used to score an access area in the surface of the conduit., Prior to application of the cutting tool to the surface of the

conduit, the depth collar on the pneumatic rotary cutting tool shall be set so that the cutting bit will penetrate approximately ¾ of the wall thickness of the conduit. After the conduit has been cut to the maximum depth allowable (such that the bit does not fully penetrate the thickness of the conduit), a 3 lb hammer shall be used to knock out the access area (window) outlined by the cutting tool. This will permit visual inspection of the conduit interior for the presence of cable.

c- If inspection of the interior of the conduit reveals that cable is present, a non-conductive protective shield barrier shall be inserted into the conduit between the conduit and cable. This shield material shall provide protection for the cable during the remaining conduit removal operations. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g. Norplex Micarta RT504 NEMA Grade G-3) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations.

d- If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in 4.5.4.a.

4.5.5 - Metal Conduit

a. When removing metal conduit, the Municipal Contractor should first excavate and expose a collar connecting two sections of conduit. Once the collar is accessible, split and/or cut the collar off to inspect the conduit interior for the presence of cable. If a metal conduit collar is NOT easily accessible, or found within 20 to 40 feet of open excavation, proceed to section 4.5.5.b. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. Further guidance will be provided by Gas Engineering.

b. If a collar connecting two sections of conduit cannot be found, metal conduit will be split using hand tools and/or a handheld rotary cutting tool. All splitting actions will be directed across the top of the conduit, away from the cable. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. Further guidance will be provided by Gas Engineering.

c. Score the outline of an access area onto the surface of the conduit. Do not fully penetrate the conduit with the tool while making this outline.

d. Use this outline as a guide for further splitting and cutting operations that will eventually create a viewing window into the conduit.

e. If inspection of the conduit interior reveals the presence of cable, insert a non-conductive protective barrier between the cable and conduit wall. The barrier will provide physical protection for the cable during remaining conduit removal operations. Materials including, but not limited to, exterior grade plywood, lumber, and Norplex Micarta are acceptable. After the installation of the non-conductive protective barrier, the removal of the remaining conduit may proceed using the tool choices mentioned in section 5.5.4b.

f. If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in section 4.5.5b.

4.6 Visual Inspection

a- A visual inspection of cables located outside Con Edison structures that will be moved, shall be performed by Electrically Competent Qualified Municipal Contractor personnel or the authorized Con Edison Inspector.

b- After the conduits have been broken out (removed from the cables), the exposed cable(s) shall be inspected by the Electrically Competent Qualified Municipal Contractor personnel.

c- The cables shall be visually inspected by the Electrically Competent Qualified Municipal Contractor personnel, and determined to be free from any of the defects that would prevent relocation. Cable(s) shall be free of cracks, tears, and evidence of oil stains, swelling, or melting of the insulation. Cables shall not have any exposed conductor.

4.7 Cable Moving Operations – Outside Structures

a- Prior to moving any cables outside of a subsurface structure, the cables located within the associated connecting subsurface structures shall be inspected in accordance with the guideline requirements for moving cables within Con Edison sub-structures.

b- Municipal Contractor personnel experienced in moving Con Edison cables only shall move cables.

c- Cables shall not be moved until plastic "fair-leaders" are positioned at the duct edges to prevent chaffing damage.

d- Synthetic web slings having a minimum width of two (2) inches shall support cables that have been removed from conduit. Slings shall be used in a basket hitch configuration.

e- Conduits housing cables shall be supported using slings, cable, or rope. Conduits shall be supported in such manner as to maintain alignment with one another.

f- Maximum distance between support points shall be four (4) feet.

g- To prevent inadvertent over bending of the cables, the maximum vertical or horizontal offset between supports shall be one foot (1') for cable that is supported outside of conduit. For cable that is being moved while still installed in conduit, the conduit shall not be offset more than one foot per four-foot section of conduit.

h- Each set of cables (cables from one duct/conduit) shall be moved individually. Cables from multiple ducts/conduits shall not be moved as a bundle.

i- Relocation of cables shall be performed in a careful manner with the movement of cable under complete control at all times. There shall be no sudden movements of the cable or the conduit that contains cable.

j- An observer shall be positioned so as to determine proper slack in structures and to ensure that joints remain properly supported on rack arms and specified offsets are maintained. This observation shall be performed from outside of the structure while the cable is being moved.

k- Allowable horizontal and vertical offsets shall be determined based on applicable CET or JB item sketches and/or as directed by the authorized Con Edison Inspector.

l- Cables shall not be permitted to fall freely from temporary supports.

m- All cables supported by slings shall be visually inspected at the beginning and end of each work shift to ensure that no cracks, leaks, or other defects have developed.

n- Cables shall be repositioned with care when being moved into their final position for the installation of split conduit.

4.7.1 Personal Protective Equipment

Municipal Contractor personnel moving Con Edison energized cables shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. See Section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

5.0 Breaking Out a Point of Entry (POE's) in an Electrical Enclosed Space

5.1 Activities Prior to creating POE's

5.1.1 Prior to creating POE's, the location of all conduit and cable passing through the section of the wall shall be visually identified and protected inside structure.

5.1.2 If any cables are required to be moved prior to creation of a POE, they shall be moved by properly trained and qualified Con Edison electrical personnel.

5.2 Creation of POE Operations

5.2.1 Using caution, expose the exterior section of the wall that you intend to create the POE (typically done in 2' – deep vertical sections) by carefully excavating on the outside of the structure.

5.2.2 When there is a potential for contact between the existing cables that have been visually identified and the tool being used to break out the POE, protect the cables using fire rated wood, phenolic board, cable shields or other acceptable non-conductive materials. Along with protecting the cable from coming in contact with the implement being used for breaking, cables on the walls in the POE area shall also be protected from falling debris using FR wood even if there is no potential for contact with said cables.

5.2.3 Once the following conditions have been satisfied:

5.2.3.1 Location of cables inside the structure and the associated conduit outside have been verified.

5.2.3.2 Protection of cable on both the inside and the outside of the structure walls

5.2.3.3 Structural integrity of the proposed POE area has been confirmed using hand tools

Then use the appropriate tool (up to and including a 90 lb. jackhammer) to create the POE on the section of structure wall that was previously prepared.

5.2.4 If a jackhammer is being used for the POE breakout operation, where feasible, support the tool from underneath to prevent slippage.

5.2.5 Where possible, the use of a 90 lb. jackhammer shall be avoided within 8" of a live conduit. If the competent person determines that the breakout can only be made using a jackhammer within 8" of live conduit, a physical barrier must be placed between the jackhammer and all facilities that could possibly come in contact with the jackhammer. The Municipal Contractor may then begin utilizing the 90 lb. jackhammer using a 3" bit or wider.

VERIZON MODIFIED SPECIFICATIONS

The specifications listed below supersede the specifications found in the "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN", (Issued on August 1, 2005).

Specification	Superseded Specifications
JB 225	JB 225.1A, JB 225.1B, JB 225.2A, JB 225.2B, & JB 225.3A
JB 300	JB 300.1 & JB 300.2
JB 401	JB 401
JB 351T	N/A
JB 402T.3	JB 402T.3
JB 402T	JB 402T.1, JB 402T.1A, JB 402T.2, JB 402T.2A, JB 402T.J1, JB 402T.J1A, JB 402T.J2, JB 402T.J2A, JB 402T.R1A, JB 402T.R2A, JB 402T.V1, JB 402T.V1A, JB 402T.V2, & JB 402T.V2A
JB 403T	JB 403T.1 & JB 403T.2
JB 405	JB 405.1 & JB 405.2
JB 450	JB 450.1, JB 450.2, JB 450.3, JB 450.4, & JB 450.5
JB 603T	JB 603T.1, JB 603T.2, JB 603T.3, JB 603T.4, JB 603T.5, JB 603T.6, JB 603T.7, JB 603T.8, & JB 603T.9
JB 636 E	JB 636 EA, JB 636 EB, JB 636 EC, JB 636 ED, JB 636 EE, JB 636 EG, JB 636 EH, & JB 636 EI
JB 636 M	JB 636 MA, JB 636 MB, JB 636 MC, JB 636 MD, JB 636 ME, JB 636 MG, JB 636 MH, & JB 636 MI
JB 638 NT	JB 638 NT
JB 638 RT	JB 638 RT
JB 798	JB 798
JB 799	JB 799
JB 800	JB 800
JB 801	JB 801
JB 802	JB 802A & JB 802B
JB 803	JB 803.1, JB 803.2, & JB 803.3

JB 225 – INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required to support and/or protect the integrity of utility facilities required during the excavation, installation and removal of catch basins within maximum excavation limits shown on sketch JB 225. This shall include but not be limited to the following types of utility facilities:

1. Conduits
2. Cables
3. Concrete encased conduit duct banks
4. Steel pipes
5. Steam facilities
6. Oil-o-static facilities, and
7. Non-Cost sharing gas facilities

encroaching the catch basin excavation and sheeting lines as described further in this section and attached sketch JB 225.

B. Materials

Furnish slurry fill or backfill as required. All materials used to support and protect utility facilities shall be as indicated on standard Sketches JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F, contained elsewhere in these specifications, shall be supplied by the Contractor and approved by the facility operator(s).

C. Methods of Construction

The Contractor shall use sheeting methods that permit maintenance, support and protection of all utility facilities covered by this section. It is the intent of this item to support, maintain and protect any and all combinations and configurations of utility facilities located within limits indicated on sketch JB 225. For the construction of Type III catch basins, the spillway shall be constructed in a separate stage where the excavation limits may be waived after the basin structure has been installed and backfilled. Excavation for the spillway shall not exceed 3' beyond the exterior finished surface of the proposed spillway. Excavation method for spillway construction shall be done by hand. Utility facilities located within the catch basin footprint, are not covered by this section and shall be removed or adjusted by the Contractor under other JB items or by facility operator at their own expense. This section shall then cover the adjusted facilities.

Utility facilities located beyond the established maximum payment limits are not affected by work specified and shall not be disturbed during any type of catch basin installation and/or removal. Contractor shall be solely and totally responsible for support, maintain and protect, any disturbances and/or any damages to such facilities at his expense. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick

and shovel and/or hand held power tools) directly below the pavement base to expose the facilities and to ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility interference.

D. Method of Measurement

The quantity to be measured for payment shall be each basin where utility facilities are located within the limits indicated on sketch JB 225. Utility facilities located within the catch basin footprint shall be removed or adjusted by the contractor under other JB items. This section shall then cover the adjusted facilities. Payment will be made only one time at locations where a new catch basin is to be installed at the same location as a preexisting catch basin as specified on contract drawings. For the purpose of this item, "same location" shall mean within 10ft of the preexisting basin location.

JB 225.1A – Installation and removal of catch basins with utility interferences (EA)

JB 225.1B – Installation and removal of catch basin with utility interference at an additional depth of up to 3 feet (EA)

JB 225.2A – Installation of catch basins with utility interferences (EA)

JB 225.2B – Installation of catch basins with utility interferences at an additional depth of up to 3 feet (EA)

JB 225.3A – Removal of catch basins with utility interferences. This item shall be applied only in situations where the catch basin is being removed and not replaced. This item requires complete removal of the catch basin including the floor. (EA)

E. Price to Cover

For JB items 225.1A & 225.2A – The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely support and protect and maintain the integrity of the utilities without disruption of service to the customers and in accordance with other types of utility items. The price shall also include the cost of: supports, slings and beams installed for utility support; changes of sheeting method and configuration where necessary to accommodate the utility; a combination of hand and machine excavation within the payment limits specified; the disposal of excess backfill material; the placing of backfill material adjacent to catch basins within the maximum payment limits shown on sketch JB 225; backfilling and compacting around over, under and in between utility facilities; installation and removal of sheeting around facilities; support and protection of utility facilities encountered during construction of the spillway. The price shall also cover any additional excavations including hand and hand and machine excavations under and in between single and multiple facilities; and/or in between utility facilities and other existing structures. The unit price shall be deemed to cover all incremental cost for all labor, material, equipment, and incidentals necessary to excavate, install and/or remove specified catch basins while completely supporting, protecting, maintaining and/or adjusting the catch basin to accommodate the integrity of the encroaching utility facilities without disruption of service to the customers in accordance with the contract documents. All cost to support maintain, protect, and accommodate the integrity of utility facilities shall be deemed included in the price for this item. The price shall also cover all additional restricted excavating, sheeting, backfilling, and

compaction around, over, under, and between utility facilities and all other existing structures and/or newly installed and/or removed catch basin.

For JB items 225.1B and .2B – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus installation of the catch basin at an additional depth of up to three feet. Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

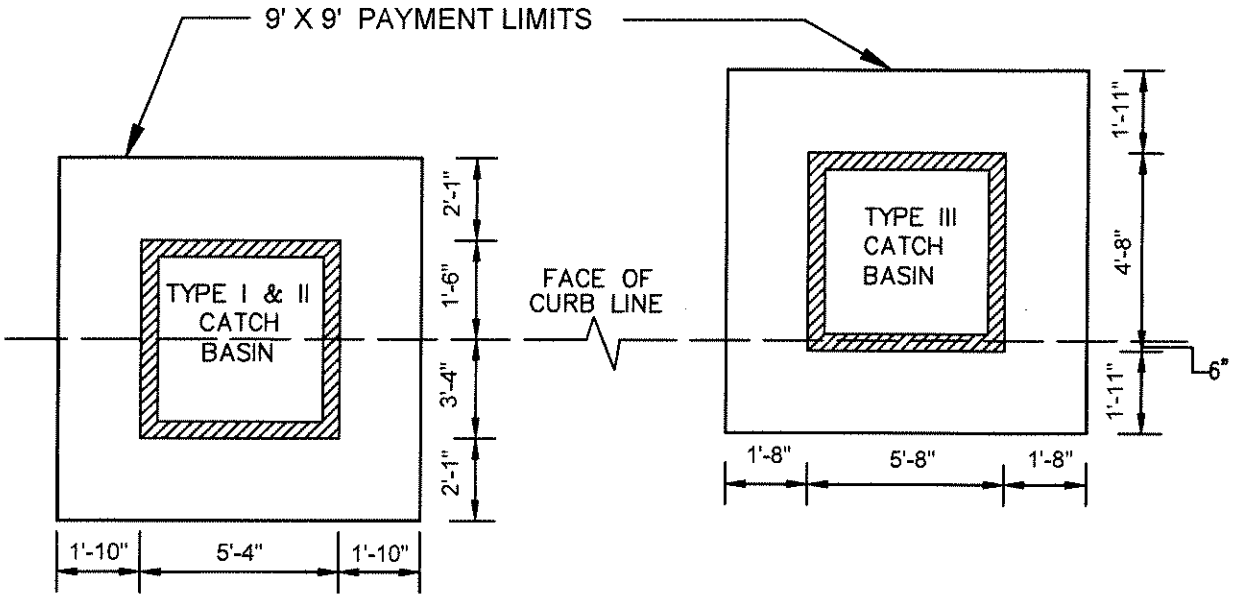
For JB items 225.1A, .1B, .2A, and .2B - if tight sheeting is not utilized for the installation of the catch basin this JB pay item shall be reduced by 60%.

For JB item 225.3A – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus the modification of means and methods for the removal of catch basins using hand tools including but not limited to chipping guns and jack hammers when work is performed in the presence of utility facilities within the excavation limits as outlined in sketch JB 225.

Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

F. References

1. Sketches JB 225, JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F
2. NYS Industrial Code Rule 753



CATCH BASIN ORIENTATION TO CURB LINE WITH PAYMENT LIMITS CONCENTRIC TO BASINS
N.T.S.

JB 225 PAY LIMITS

CATCH BASIN TYPE	DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO STREET	DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO SIDEWALK	DIMENSION TO UTILITY FACILITY PERPENDICULAR TO CURB FROM FACE OF CATCH BASIN
TYPE I & II TYPE III	3'-6" TO 5'-5" 0'-8" TO 2'-5"	1'-8" TO 3'-7" 4'-10" TO 6'-7"	0'-2" TO 1'-10" 0'-2" TO 1'-8"

NOTES:

FOR EXCAVATIONS GREATER THAN 9'X9', THE CONTRACTOR SHALL SUPPORT ALL UTILITIES AS SPECIFIED UNDER THE VARIOUS ITEMS WITH NO ADDITIONAL COMPENSATION FROM THE IMPACTED UTILITIES. PAYMENT UNDER THIS ITEM SHALL INCLUDE MODIFICATION OF SHEETING METHODS TO SUPPORT UTILITY FACILITIES PARTIALLY WITHIN THE PAYMENT LIMITS SPECIFIED.

ACCOMODATION OF UTILITY FACILITIES DURING CATCH BASIN INSTALLATIONS

LAST REVISION	SKETCH NO.
2/27/2016	JB 225

JB 300 - SPECIAL CARE EXCAVATION AND BACKFILLING

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required for trench excavation when protecting and maintaining and accommodating the integrity of utility facilities, including but not limited to:

1. Conduits
2. Cables
3. Structures
4. Concrete encased conduit ductbanks
5. Steel pipes
6. Steam facilities
7. Non-cost sharing gas facilities

of various sizes and configurations, encroaching (partially exposed) or paralleling (not exposed) within 6 inches of the approved city trench lines for all phases of contract excavation as shown on contract drawings and/or as encountered during construction, except excavations to the ultimate depth for curbs, sidewalks and roadway/base/sub-base removal which are covered under other JB items. This item shall also apply to facilities that cross excavations for water service installation and extensions or excavations for water tap searches. The items specified under this section shall not be measured for payment in conjunction with any other types of utility items. All work shall be performed in accordance with contract plans, specifications, sketches JB 300A and JB 300B and at the direction of the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain and protect and accommodate the integrity of all utility facilities encroaching/paralleling within excavations as schematically shown on sketches JB 300A and JB 300B. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (i.e. pick and shovel or hand held power tools) directly below the pavement base to expose the facilities and ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities sufficiently as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility encroaching.

D. Method of Measurement

The unit price for this work item shall be based on the volume (C.Y.) of special care excavation calculated as follows:

- For paralleling facilities (not exposed) within six inches of city trench line: The area for payment shall be measured horizontally from the face of the excavation plus one foot towards the center

of trench and vertically from bottom of the roadway to the bottom of the trench, multiplied by the length of the paralleling utility facility as indicated in sketches JB 300A and JB 300B.

- For encroaching facilities: The area for payment shall be measured horizontally as the width of the encroaching facility plus one foot towards the center of the trench and vertically from the bottom of the roadway to the bottom of the trench, multiplied by the length of the encroaching utility facility as indicated in sketches JB 300A and JB 300B.
- For facilities crossing water service excavations: Depth as defined above multiplied by the width taken as the outside diameter width of structure plus one foot on either side, multiplied by the length of the exposed facility inside the trench.

The volume calculation shall in all cases include, the volume occupied by the utility proper within the payment area described above. Overlapping volume dimensions measured as described above may occur when multiple utilities are encroaching trench excavations. In such cases, all such utilities shall be counted as one utility limited by the maximum encroachment of pipes, conduit(s), and conduit banks faces. The volume shall then be calculated as described above and shown on sketches JB 100E, JB 300A and JB 300B. Utilities identified as abandoned by the facility operator prior to be beginning of excavation, are not included for payment under this item.

JB 300.1 – Special care excavation and backfilling for utility facilities in city trenches less than 5' in depth

JB 300.2 – Special care excavation and backfilling for utility facilities in city trenches 5' or greater in depth

E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely protect and maintain and accommodate the integrity of the facilities without disruption of service to the customers and in accordance with contract documents. The price shall also include the cost of modifications to typical work methods, including water tap search excavations and the use of such methods as hand excavation around existing single and multiple facilities; backfilling and compaction around, over and under the utilities including the use of special methods, installation and removal of sheeting from around the facilities, and traffic plates that may be required to temporarily close and/or complete the work.

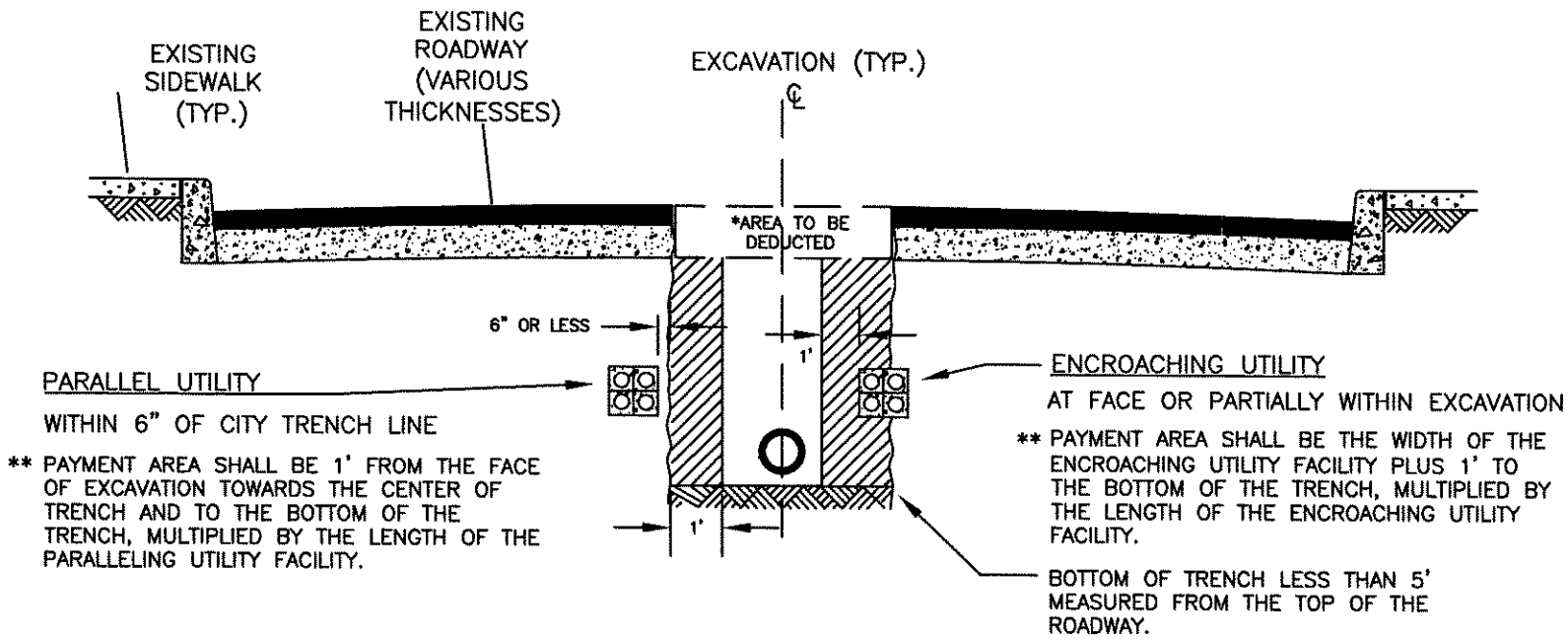
For item JB 300.1 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench up to a total trench depth of less than 5' measured from top of roadway.

For item JB 300.2 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench.

If the lowest utility facility is located at a depth less than 5' in a trench greater than 5' deep, then only item 300.1 shall apply. Only one payment for either 300.1 or 300.2 shall apply per trench wall.

F. References

1. Sketches JB 100E, 300A, JB 300B
2. NYS Industrial Code Rule 753



PROFILE

N.T.S.

NOTES:

* VOLUME OF ROADWAY SHALL BE DEDUCTED FROM PAYMENT AREA

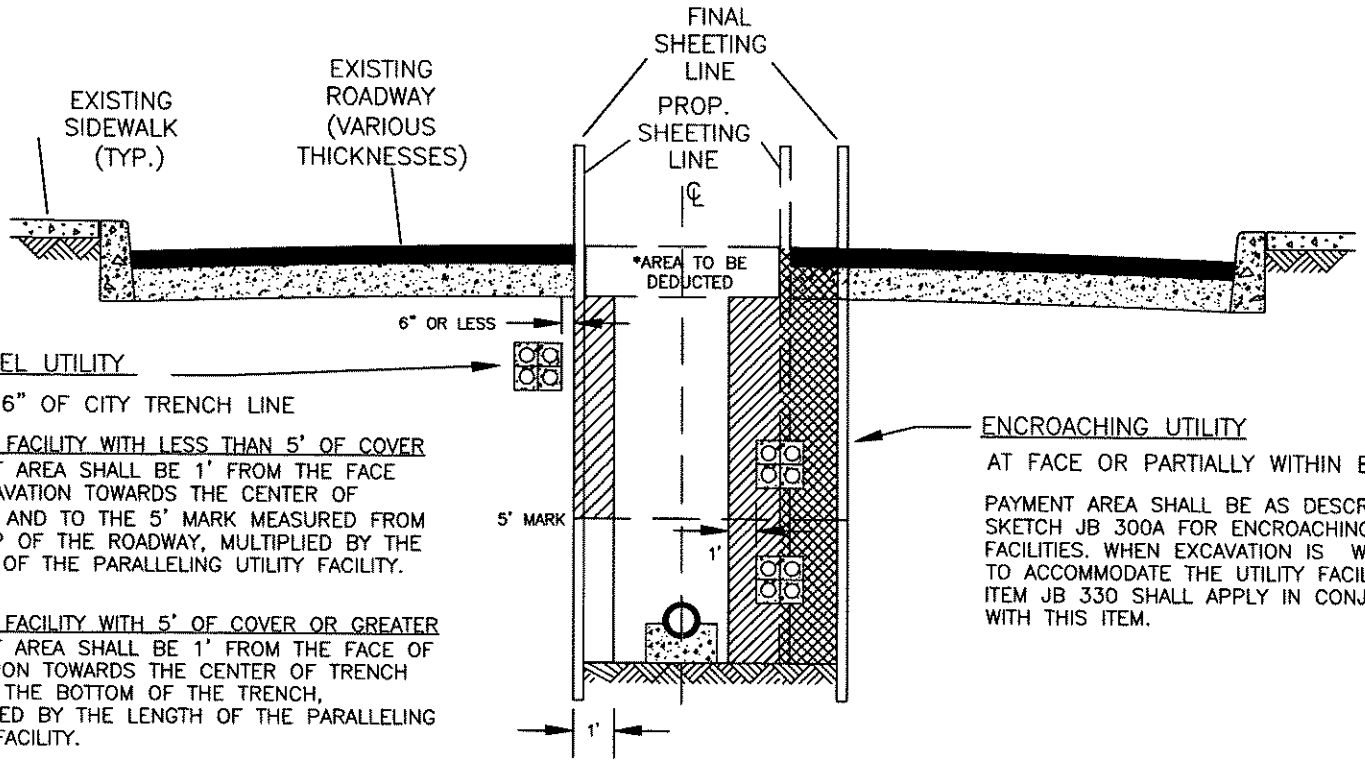
** ONLY ONE PAYMENT SHALL APPLY PER TRENCH WALL

PAYMENT AREA

UTILITY PARALLELING/ ENCROACHING IN CITY FACILITY TRENCH LESS THAN 5' IN DEPTH	
LAST REVISION 6/30/2015	SKETCH NO. JB 300 A

JB-C24

PROJECT ID: HED-578



PARALLEL UTILITY

WITHIN 6" OF CITY TRENCH LINE

LOWEST FACILITY WITH LESS THAN 5' OF COVER
PAYMENT AREA SHALL BE 1' FROM THE FACE OF EXCAVATION TOWARDS THE CENTER OF TRENCH AND TO THE 5' MARK MEASURED FROM THE TOP OF THE ROADWAY, MULTIPLIED BY THE LENGTH OF THE PARALLELING UTILITY FACILITY.

LOWEST FACILITY WITH 5' OF COVER OR GREATER
PAYMENT AREA SHALL BE 1' FROM THE FACE OF EXCAVATION TOWARDS THE CENTER OF TRENCH AND TO THE BOTTOM OF THE TRENCH, MULTIPLIED BY THE LENGTH OF THE PARALLELING UTILITY FACILITY.

ENCROACHING UTILITY

AT FACE OR PARTIALLY WITHIN EXCAVATION

PAYMENT AREA SHALL BE AS DESCRIBED IN SKETCH JB 300A FOR ENCROACHING FACILITIES. WHEN EXCAVATION IS WIDENED TO ACCOMMODATE THE UTILITY FACILITY, ITEM JB 330 SHALL APPLY IN CONJUNCTION WITH THIS ITEM.

PROFILE

N.T.S.

ITEM 300 PAYMENT AREA

ITEM 330 PAYMENT AREA

NOTES:

* VOLUME OF ROADWAY SHALL BE DEDUCTED FROM PAYMENT AREA

** ONLY ONE PAYMENT SHALL APPLY PER TRENCH WALL

UTILITY PARALLELING/ ENCROACHING IN CITY FACILITY TRENCH 5' AND GREATER IN DEPTH	
LAST REVISION 10/05/2021	SKETCH NO. JB 300 B

JB 351T - UTILITY POLE SUPPORTS

A. Description

This section describes the temporary supports for utility poles at locations directed by the facility operator(s) in consultation with the Resident Engineer, in order to maintain such poles in their existing upright position without disturbing attached wires and equipment. The Contractor shall provide all labor, material, equipment, insurance, and incidentals required to construct, install and maintain an effective support system that will meet the stated objective.

B. Materials

All materials required to construct and maintain an effective support system shall be supplied by the contractor and approved by the facility operator.

C. Method of Construction

Where directed by the utility representative, the Contractor shall furnish, install and remove utility pole supports and maintain utility poles as shown on Sketch JB 351. Alternate methods proposed by the Contractor will be permitted if approved by the facility operator.

D. Method of Measurement

The quantity of utility pole supports to be measured for payment shall be the number of utility poles supported. The Contractor will be paid only once for each utility pole supported and maintained no matter how many different construction operations have an impact on the pole.

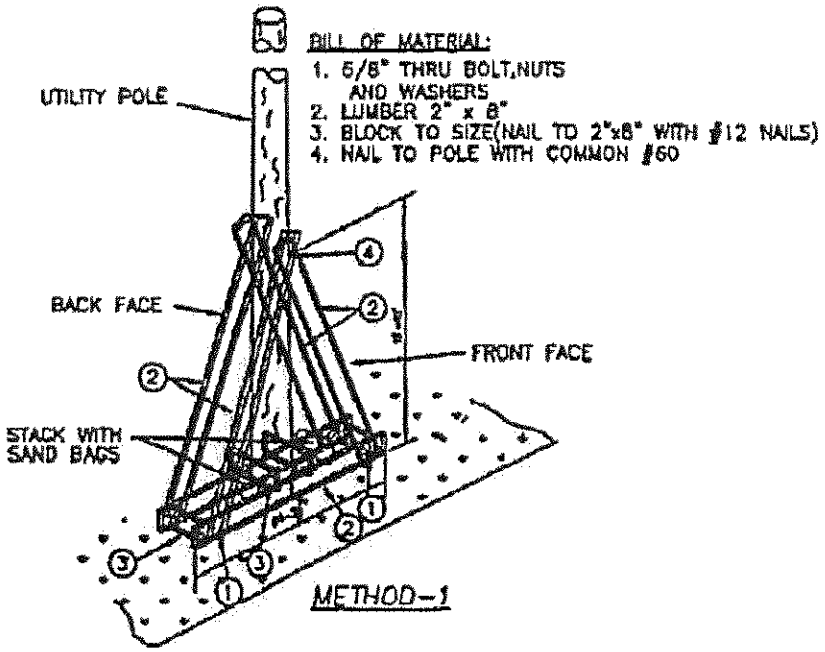
E. Price to Cover

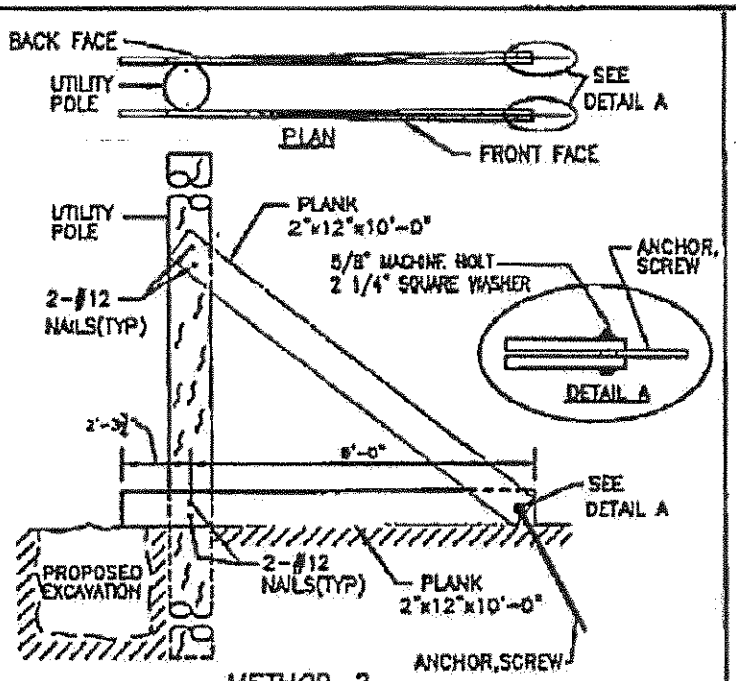
The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, install, maintain and remove utility pole supports to completely support, maintain, protect, and accommodate the integrity of utility poles without disruption of service to customers. The price bid shall also include all additional impact cost associated with working around utility pole supports, poles and appurtenances.

F. References

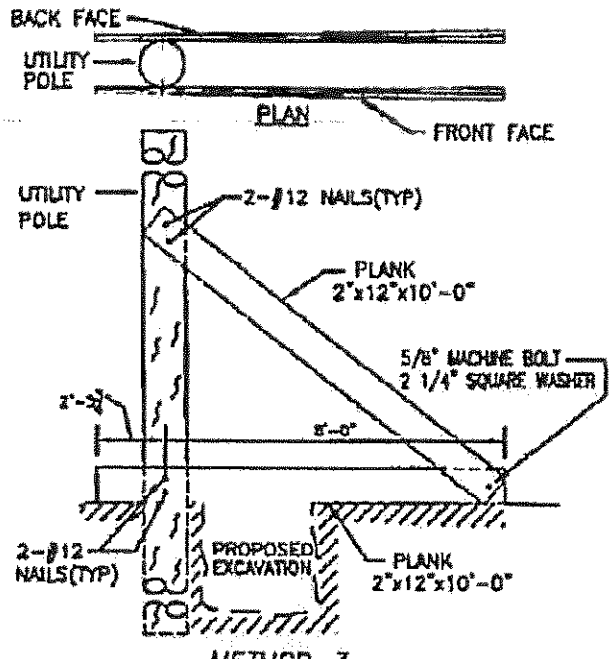
1. Sketch JB 351T

METHODS OF SHORING UTILITY POLES





METHOD-2
(FRONT FACE SHOWN,BACK FACE OPPOSITE HAND)



METHOD-3
(FRONT FACE SHOWN,BACK FACE OPPOSITE HAND)

NOTES:

1. THESE METHODS OF SHORING ARE GENERAL GUIDES. FIELD CONDITIONS WILL DICTATE WHICH METHOD WILL BE USED.VARIATIONS OF THESE METHODS WHICH ACCOMPLISH THE SAME PURPOSE MAY ALSO BE UTILIZED WHEN APPROVED BY OVERHEAD CONSTRUCTION DEPARTMENT.
2. ANY INFORMATION NOT SHOWN WILL BE DETERMINED IN THE FIELD TO SUIT THE FIELD CONDITIONS WHEN APPROVED BY THE OVERHEAD CONSTRUCTION DEPARTMENT.

REVISIONS
3/7/18

JB SKETCH	
METHODS OF SHORING UTILITY POLES	
CONTRACT NO.	SKETCH NO. JB 351T

JB 401 - TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to excavate by hand to locate and expose subsurface utilities encountered during construction in preparation for horizontal and vertical movement (covered by other Sections), and to support and maintain and protect the integrity of utility facilities including but not limited to:

1. Conduits;
2. Conductor(s) and/or cable(s);
3. Concrete Encased Conduit Bank(s);
4. Steel Pipe(s)

The trench to be excavated shall be determined by the size of the utility and the extent of adjustment required to avoid interferences as detailed on Sketch JB 402 A during all phases of contract work. The work shall be performed in accordance with the specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

B. Materials

All materials used to support and maintain and protect shall be similar to those indicated on Sketches JB 100 A and 100 A-1 and shall be supplied by Contractor and be approved by the facility operator in consultation with the Resident Engineer.

C. Methods of Construction

The Contractor shall cut, break and remove various thickness of surface and base pavement, excavate by hand to expose, support and protect all utility facilities within the trench and then furnish and tamp backfill after work has been completed by the parties indicated under other Sections. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility. Upon exposing the affected utilities sufficiently to determine relationships and/or clearances at the sole discretion of the facility operator in consultation with the Resident Engineer, the Contractor shall be permitted to proceed with a combination of hand and machine excavation sufficiently to wingback all interferences of cable and conduit. The trench shall be adjusted so as to provide a nominal cover of 24" over the highest conduit. The width of the trench shall be as directed by the facility operator in consultation with the Resident Engineer. The bottom of the trench shall be graded smooth and tamped to minimize initial settlement and to avoid "point" support of conduits. All stones projecting into the trench bottom shall be removed, and the voids backfilled before conduits are placed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench.

D. Method of Measurement

The Contractor shall be paid per cubic yard (C.Y.) of trench actually excavated to the limits directed as detailed in Sketch JB 402 A and to the satisfaction of the facility operator in consultation with the Resident Engineer. When two or more utility facilities requiring horizontal or vertical adjustment with different owners are in the same trench, the facility operators shall jointly determine the percentage of ownership of the trench.

E. Price to Cover

The price for excavation shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, support and protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the Contract Documents, associated maintenance of traffic, and traffic plates and sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand to expose existing structures, furnish, place and tamp backfill after required vertical and/or horizontal adjustments have been completed under other Sections. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be paid under other items. The price shall also include the cost of locating and supporting and protecting all utilities encountered including slings and beams installed for utility support when required. The price shall include maintaining the sheeting for the duration of the relocation and work required by the facility operator including but not limited to pipe-ripping covered under JB 402T.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 100 A and A-1
3. Sketch JB 402 A

JB 402T - HORIZONTAL AND VERTICAL ADJUSTMENT OF TELECOMMUNICATIONS FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to adjust and support and protect and maintain and accommodate the integrity of telecommunication facilities including but not limited to:

1. Conduit(s);
2. Cables and Air Pipe
3. Concrete Encased/Capped Conduit Banks

The work shall be performed in accordance with specifications and at the direction of the facility operator in consultation with the Resident Engineer.

B. Materials

All materials used to adjust and support and protect and maintain and accommodate the integrity of utility facilities shall be similar to those indicated on the standard Sketches JB 100 A & 100 A-1 and shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

Materials used for replacing conduit(s) removed under this item shall be supplied by and installed by the Contractor and shall include but not be limited to the following:

1. Bends
2. Split and Solid Conduit(s) PVC and Steel
3. Couplings and Adapters PVC, Tile and Steel
4. Straps or plastic ties

PVC conduit and fittings shall be as supplied by American Pipe and Plastics, Type "C" or approved equal.
Steel Pipe and fittings shall conform to ASTM A53 Schedule 40
Tile to PVC adaptors shall be as supplied American U-Tel or approved equal.

C. Methods of Construction

Lengths of "wing-back" shall be determined by the facility operator in consultation with the Resident Engineer. All work performed prior to that approval shall be at the contractors risk.

Methods of construction shall include but not be limited to the following:

1 Removal and Support

a. Break with hand held power tools, remove and dispose of plain or reinforced concrete encasement.

b. Break with hand held power tools, remove and dispose of conduit(s) enclosures and conduit that contain conductor(s) and/or cable(s) except steel/Iron conduits, inner ducts and 1 ¼" to 1 ½" PVC "quad ducts. Breaking – "ringing and ripping" - of steel/iron conduits belonging to ECS shall be performed by ECS forces only. Contractor shall make safe the work area to accommodate the ECS forces.

c. Support and protect exposed conduits, cables, innerduct and airpipe as shown in Sketch JB 100A-1 and approved by the facility operator in consultation with the Resident Engineer.

d. ECS tenants cables may require inspection, testing and encapsulation before they can be shifted. Contractor shall make safe the work area to accommodate these forces. Contractor shall be notified by the facility operator of the ECS tenant requirements before the conduits are broken-out.

2 Adjust or Move Conductor(s) and/or cable(s) and support

a. Cable shall be relocated horizontally and/or vertically as directed by the facility operator in consultation with the Resident Engineer

b. Support and protect conductors and/or cables as shown on Sketch # JB 100 A-1 and/or as directed by the facility operator.

3. Replacement, Encasement, Protection and Support

a. Replace vacant and loaded conduit(s) with solid and/or split conduit(s) and adapters.

1) Vacant Conduit - Repairs to conduits shall not be permitted. All damaged or impaired lengths of conduit(s) shall be removed and replaced with new conduit(s). The number of vacant conduits replaced shall be confirmed by the facility operator.

2) Loaded Conduit - Replacement of conduits that are removed from around existing cable(s) or innerduct shall be accomplished with split plastic (PVC) or split steel conduits as directed by the facility operator. Where split and solid plastic or steel conduit is used, the conduit(s) shall be spaced 1½ inches from each other. All split PVC shall be secured with plastic straps spaced at a maximum distance of eighteen (18") inches. Plastic conduit shall be joined with plastic couplings.

3) Adapting - Joining plastic conduit to existing conduits of other diameters or material shall be done using single or multiple adapters, (supplied by contractor).

b. If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the contractor and measured for payment under Item JB 403T.

c. Support and protect cable(s) and/or conductor(s) and conduit(s).

d. Verify vacant conduits and provide pull ropes.

e. Encase all exposed conduit with concrete (f'c = 1200 to 1500 psi maximum) with slump commensurate to completely fill voids around conduits. Concrete encasement shall extend to two (2") inches beyond the limits of the duct bank vertically and horizontally.

D. Method of Measurement

The quantity to be measured for breaking out conduits, removing concrete, moving, protecting and supporting conductors and replacing conduits with split and solid conduit, shall be paid for by the linear foot (L.F.) of each conduit replaced. A linear foot of conduit shall be defined as one (1) single conduit measured along its longitudinal axis that has been broken out or moved from its original location either horizontally and/or vertically and measured in its final location. Quad PVC ducts produced as one unit shall be consider one duct for each quad unit. All conduits removed under this section and not restored shall be paid at 60% of the appropriate item in this section.

Multiple tile duct bank with concrete protection cover is not considered concrete encasement.

Each type of utility adjustment shall be paid for separately, the types of utility adjustments are defined as follows:

JB-402T.1 Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.1A Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.2 Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.2A Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R1A Existing Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R2A Existing Non-Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V1 Existing Vacant Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V1A Existing Vacant Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V2 Existing Vacant Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V2A Existing Vacant Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.J1 Existing Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J1A Existing Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2 Existing Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2A Existing Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

E. Price to Cover

The unit price bid per linear foot (L.F.) of conduit shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to shift, adjust, support, protect, maintain and accommodate the integrity of utilities without disruption of service to the facility operator's customers and in accordance with contract documents. The price bid shall also include the cost of: breaking out, removal and disposal of plain or reinforced concrete encasements, conduits (except iron/steel), support of cables/conduits, replacement with field split, split and solid conduits, adapters, clamps, straps and couplings; verify vacant conduits and provide pull ropes; furnish and install concrete encasement, supports, slings and beams for utility support; changes of sheeting method and/or configuration when required and where necessary to accommodate the utilities during all phases of contract work; and removal of sheeting around the utilities, and all else necessary and required to complete the work.
The unit price shall include providing access to the facility operator pipe-ripping crews and tenants to verify and test cables before, during and after the pipe ripping operation completed by the facility operator or specialized contractor hired by the facility operator and after conduit removal by the Contractor The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB-402T as JB-402T covers access to the work site at all times for work required under this item.

F. References

1. Sketches JB 100A and 100A-1
2. JB 403T
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902
4. American U-Tel, 9760 Smith Rd., Willoughby, Ohio 44094

JB 402T.3 - ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER

A. Description

Under this item the contractor shall provide all labor, equipment, transportation, insurance and incidentals to remove and dispose of asbestos containing material - transite pipe (ACM-TP).

The contractor shall strictly adhere to all environmental requirements and work practices and notifications specified under construction details.

The transite conduits (ACM-TP) to be removed contain active cables and these cables will remain active during the transite conduits removal.

All removal and disposal of ACM-TP shall be done by pre-qualified contractors (or sub-contractors) as specified under method of construction.

B. Materials

The contractor shall supply separate dumpsters to be used exclusively for the removal and disposal of the ACM-TP and all other materials such as bagging, dumpster linings, respirators and filters, enclosures and all other incidental material required for the removal and disposal of the Verizon/ECS ACM-TP in accordance with laws, rules and regulations of Federal, State or local agencies.

C. Method of Construction

a. Work Scope

Removal of concrete encased conduits shall be accomplished by hand held chipping hammers. The removal should be in a pre-identified operation in order to minimize the potential release of airborne asbestos fibers from the ACM-TP.

b. Notification And Variance

Verizon/ECS is required by the New York City Department of Environmental Protection (NYCDEP) to obtain a site specific variance.

The contractor shall prepare the variance application letter and the NYCDEP Form ACP-9 and will submit them to the NYCDEP not sooner than four (4) weeks prior to the start of the ACM-TP removal.

The contractor is responsible for preparing the NYCDEP Form ACP-7 together with NYCDEP Form ACP-9 as the applicant and providing these forms to Verizon/ECS for review and signature prior to submittal to the NYCDEP seven

(7) weeks prior to the commencement of the project (Notice to begin construction).

The contractor shall prepare the New York State Department of Labor (NYSDOL) notification Form DOSH-483 prior to submittal to the NYSDOL at lease four (4) weeks prior to the commencement of the project.

The contractor shall prepare the United States Environmental Protection agency (USEPA) Notification of Demolition and Renovation form for submittal four (4) weeks prior to the commencement of the project.

c. Vendor Prequalification

All subcontracted environmental parties which shall include but not be limited to asbestos abatement contractor, project monitoring firm, air sampling and analytical contractor can be selected from Verizon's currently approved vendor lists. Should the contractor elect to use his own list, that information shall be provided to Verizon/ECS for review/ approval at least four (4) weeks prior to date the ACP-7 form is submitted to Verizon.

d. Waste Transport and Disposal

The ACM-TP that is removed will be disposed of as ACM waste at an asbestos landfill. This landfill site shall be selected from one of Verizon's list of approved disposal sites. The contractor will identify and obtain approval from Verizon for the transporter. The contractor can select one of the Verizon's currently approved transporters, or alternatively select a transporter of its own. Should the contractor elect to use latter, that information shall be provided to Verizon/ECS for review/approval at least 4 weeks prior to the date the ACP-7 is submitted to Verizon.

An original of the asbestos waste manifest is to be provided to the Verizon/ECS representative for all shipments that leave the work site. A signed copy (by the selected landfill) of the waste manifest is to be provided to Verizon/ECS not later than 10 days from the date the shipment leaves the site.

e. Exhibits

The forms are a component part of this item.

1-NYCDEP Form ACP-7
2-NYCDEP Form ACP-9R1
3-NYSDOL Form DOSH-483
4-USEPA - Notification Form

f. Work Plan

1. For this item the contractor must submit to Verizon/ECS for review and approval a detailed site specific work plan.

2. The contractor must submit to Verizon/ECS for review and approval any alternate proposals for variance requested from Regulatory Statutes (NYSDOL & NYCDEP).

3. The contractor shall provide all sampling and laboratory analysis required under the Industrial Code Rule 56 Subpart 17 and all applicable Blanket Variances. All sampling and analysis shall be performed by a firm independent from the Contractor. The price for the cost for compliance air monitoring sampling and analysis shall be included in the price bid for listed items.

4. Within five (5) calendar days of the receipt of the results of any part of the compliance air sampling and analysis, the Contractor shall forward a copy of those results (showing the name and address of the laboratory, the type of test performed, the method of measurement and all information normally relevant to sampling and analysis of asbestos remediation procedure) to Verizon/ECS on-site representative.

g. Project Folder

Upon completion of the abatement, the Contractor shall provide a complete job folder with the following documents, which shall include chain of custody records:

a. Copy of Supervisor/Handler certifications
b. Copy of the Subcontractor's Enclosure Entry Permit
c. Result of Analysis for All Bulk Samples, Air and Clearance Monitoring
d. Copy of all Notifications (City, State, Federal)
e. Copy of the Vendor's Certificate of Insurance
f. Copy of the Waste Transporter Permit
g. Signed Asbestos Waste

D. Method of Measurement

Payment under this item shall be paid for by the linear foot (L.F.) of each conduit removed. A linear foot of conduit shall be defined as one (1) single conduit up to and including 4" nominal diameter measured along its longitudinal axis that has been broken out and removed.

E. Price to Cover

The unit price per linear foot (L.F.) shall cover the actual costs of all supervision, labor, insurance, (including asbestos liability insurance), materials and equipment necessary to complete the work. The Contractor shall cover the cost of preparing variance application, all filing fees and will submit the application with associated fees to the NYCDEP for processing.

Any contractor's alternative proposals for variance requested from regulatory statutes (NYSDOL & NYCDEP) shall be also included in the actual cost.

Excavation and backfill shall be paid for under JB 401.

F. References

N/A

JB 403T – FURNISH AND INSTALL STEEL PROTECTION PLATES FOR TELECOMMUNICATIONS FACILITIES

A. Description

Under this section, the Contractor shall furnish and install as required permanent steel protection plates over telecommunications facilities where directed by the facility operator(s).

B. Materials

Material shall be:

¼" thick ASTM A-36 plates. Maximum size 24" by 48".

3/8" thick ASTM A-36 plates. Maximum size 12" by 18".

Thickness to be determined by the facility operator(s)

C. Method of Construction

Steel protection plates shall be placed in accordance with the attached facility operator(s) standard sketch JB 403T. All protective plates shall overlap a minimum of 3".

D. Method of Measurement

The quantity for payment shall be the area of permanent steel plating protection furnished and installed (excluding overlap) and measured in place in Square Feet (S.F.).

JB 403T.1 – Furnish and Install 1/4" thick steel plate (S.F.)

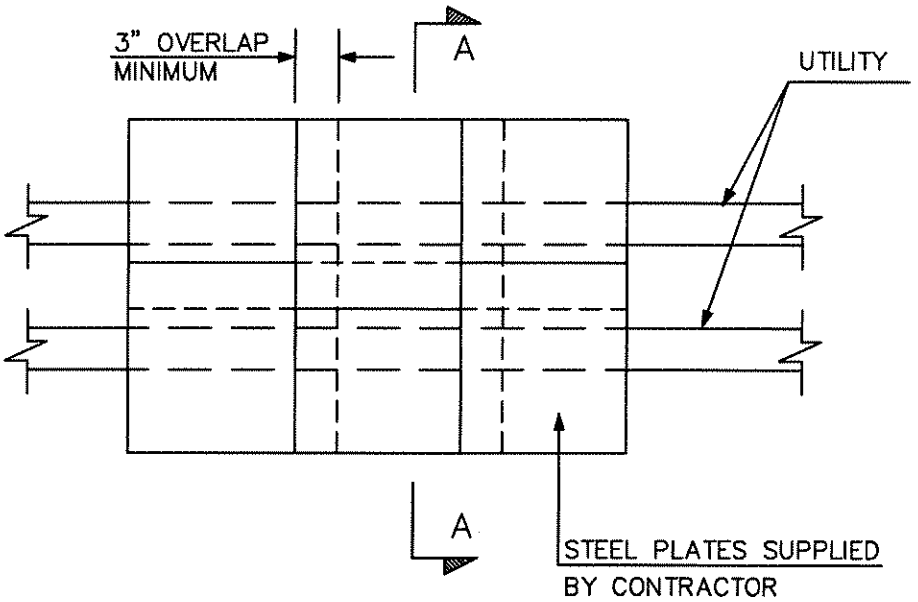
JB 403T.2 – Furnish and Install 3/8" thick steel plate (S.F.)

E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to complete the work.

F. References

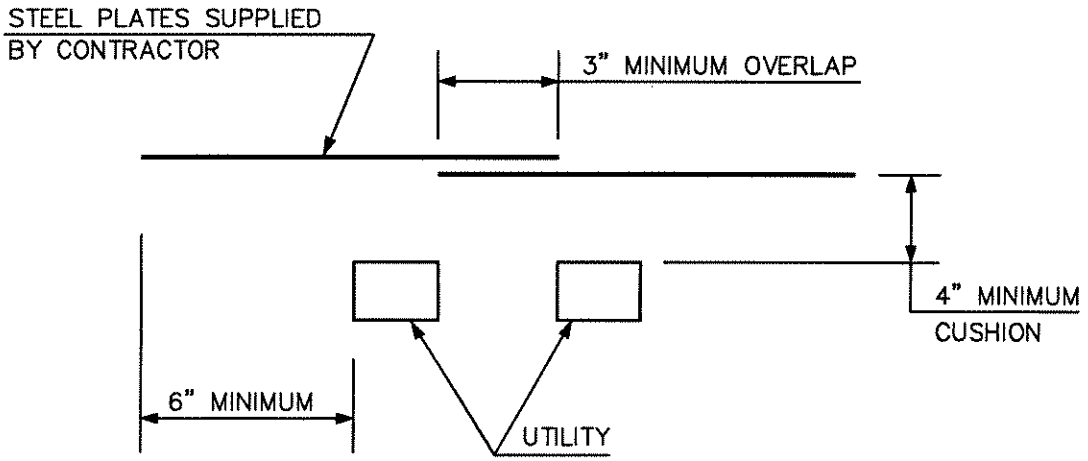
Sketch JB 403T



AREA FOR PAYMENT
SHALL BE AS MEASURED
IN PLACE (EXCLUDE OVERLAP)

PLAN

NOT TO SCALE



SECTION A–A

NOT TO SCALE

TYPICAL PLATE SIZES:
6" x 48" x 1/4"
12" x 48" x 1/4"
24" x 48" x 1/4"
12" x 24" x 3/8"

REVISIONS
09/13/2017

J.B. SKETCH	
PLACING STEEL PROTECTION PLATES FOR COMMUNICATION FACILITIES	
CONTRACT NO.	SKETCH NO. JB 403 T

JB 405 - EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to excavate, maintain trenches and backfill for the installation of new utility facilities including but not limited to:

1. Conduits
2. Non-cost sharing gas facilities
3. Steam mains
4. Steel pipe(s)

The trench to be excavated shall be determined by the size of the utility facility to be installed. The work shall be performed in accordance with applicable specifications, at the direction of the facility operator.

B. Materials

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator.

C. Methods of Construction

1. Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant and as directed by the facility operator. The trench shall be adjusted so as to provide a nominal cover as defined in the specifications for the facility being installed over the new utility facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator. The width of the trench shall be as directed by the facility operator or as shown on Sketch JB 603T (ECS only). The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of backfill material or in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new utility facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new utility facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new utility facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator.

Care shall be taken that no existing utility facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new utility facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

2. Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator to facilitate the installation of the new utility facility. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator. Upon completion of installation of the new utility facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

3. Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated and backfilled as directed by the facility operator or as shown on Sketch JB 603T for JB 603T Items. The volume occupied by existing pipes or other structures will not be deducted from the total volume measured.

JB 405.1 - Trench Excavations for installation of Utility Facilities with total depths less than five feet (C.Y.)

JB 405.2 - Trench Excavations for Utility Facilities with total depths equal to or greater than five feet (C.Y.)

E. Price to Cover

The unit price bid for the various trench excavation items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the contract documents. The price shall also include, installation of traffic plates as well as opening and closing of plates as may be required in order to provide access to trench; installation, removal and maintenance of tight sheeting as required; cutting, breaking and removing various thickness of surface and base pavement; excavation by hand to expose

existing structures; furnishing, placing and compacting clean backfill following installation of utility facility in compliance with DOT requirements. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be paid under city items. The price shall also include the cost of locating and protecting all utilities encountered as required.

Clean backfill material in accordance with specifications shall be used around gas facilities and critical facilities shall be paid for under item JB 303.

F. <u>References</u>

1. Item JB 303
2. Sketch JB603T
3. Con Edison Specifications, latest revisions

CEHSP S13.00 – Excavation and Trenching

JB 450 – CONSTRUCTION FIELD SUPPORT

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to provide construction field support, while maintaining and protecting surface and subsurface facilities, at various locations approved solely by the facility operator. The Contractor shall encounter various surface and subsurface utility facilities while performing various construction field support operations, which may include but are not limited to working over, under, adjacent to, around, in between and in close proximity of:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Gas mains
6. Steam mains
7. Oil-o-static facilities
8. Utility structures and covers

The actual construction field support operation to be performed by the Contractor shall be performed in accordance with the contract plans, specifications or as determined based on actual field conditions and at the sole discretion and direction of the facility operator. This item shall apply to various field support operation tasks for which there are no other applicable JB Items to cover the required work. This item will not apply and will not be paid when there are other applicable JB items available either partly or completely covering tasks described below as determined solely by the facility operator.

B. Materials

All materials used to provide construction field support shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

C. Methods of Construction

It is the intent of this item that the Contractor provides field support construction crews suffice to perform various item type tasks required as described. For the purpose of this item a crew consists of more than one non-management individual. The Contractor shall provide all labor and equipment necessary to perform the required task as described below under existing field conditions at various locations and at the sole discretion and direction of the facility operator in consultation with the Resident Engineer. The Contractor shall perform the necessary construction field support, while maintaining and protecting surface and subsurface facilities. The Contractor shall employ approved methods of operation, including the use of appropriate equipment and tools that will enable him to complete the field support operation work as described in the Item Type description below. Existing facilities that are encountered during the construction field support operation shall be supported and protected similar to those indicated on sketches JB 100A and 100B and in a manner suitable to the facility operator in consultation with the Resident Engineer and are deemed included in this item except as included under JB-402T. The Contractor shall properly dispose of all materials excavated away from site, which may require the use of hand held tools and equipment in order to ensure that the integrity of the underground utility facilities are not jeopardized. Care should be taken to avoid damage to existing utility facilities and

structures, and to adjacent curbs, sidewalks, pavements and their foundations, and to avoid caving or sliding banks within excavations.

D. Method of Measurement

1 – Quantity - The quantity to be measured for payment shall be the number of actual crew hours (CRHRS.) provided by the Contractor for performing the various types of construction field support operation as directed by the facility operator in consultation with the Resident Engineer.

2 – Type – The unit type to be measured for payment shall be based on the actual task performed by the contractor and covered by the applicable Item Type. The tasks described within the Bid Item Type below are provided as a guide only as to the general nature of the various functions included, but these examples in no way limit the use of the item to these functions only. The contractor should use this information in order to approximate the various required crew sizes necessary to perform the work covered by this item in a productive, safe and efficient manner. The actual construction crew size required to perform the field support operation shall be determined solely by the contractor in order to perform the required construction field support operation. It is the responsibility of the contractor to provide appropriate field support crews capable of performing required tasks in a productive, safe and efficient manner. The actual crew performing the operation will not be considered, by the facility operator in consultation with the Resident Engineer, when determining the applicable item type, which shall be only as per the task performed.

Note: Only one measurement type will be used for each defined construction field support area.

Type .1 = Construction Field Support requiring an average size survey crew that will perform typical field survey functions and provide quality data analysis reports.

Type .2 = Construction Field Support requiring an average small size crew capable of performing various tasks not requiring the use of a machine or operator, which may include but are not limited to: opening/closing subsurface structure cover(s), setting/resetting MPT setup(s), assisting Utility Facility/Specialty crew(s) not included in JB 402T or JB 450.5, performing conduit occupancy identification, clean-up storage work-site area, etc.

Type .3 = Construction Field Support requiring an average medium size crew capable of performing various tasks which include the use of a machine and operator, which may include but are not limited to: excavations due to cable failures, including emergency type excavations, construct manhole enclosures, installing support system for utility facilities, dewatering utility structures and excavations, opening/closing traffic and/or pedestrian plates, etc not included in JB 402T or JB 450.5.

Type .4 = Construction Field Support requiring an average large size crew capable of performing various tasks that requires the use of multiple machine(s) and operator(s), which may include but are not limited to: assistance during heat contingency, welding, repositioning and placing large diameter pipe, etc.

Type .5 = Construction Field Support requiring an average small size crew when requested by the facility operator to assist the facility operator or speciality contractor hired by the facility operator in shifting and supporting the conduits during pipe-ripping operations and all else necessary as required to complete the work including but not limited to constructing temporary work platform, temporary weather protection

E. Price to Cover

The unit price bid for the various construction field support items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to provide construction field support, which may include but is not limited to working over, under, adjacent to, around, in between and in close proximity of surface and subsurface utility facilities and exposing, supporting, protecting and maintaining the integrity of the facilities without disruption of service to the general public, utility customers and in accordance with the Contract Documents at various locations approved by the Facility Operator in consultation with the Resident Engineer. The unit price shall also include openings and closings of plates, and cones, barrels, arrow-boards, etc. and installing, shifting, moving and relocating cones, barrels, arrow-boards, etc. as may be required in order to provide access to excavations and during specialty work being performed by others excluding work operations covered under JB402T. The unit price shall also include excavating by hand to expose existing structures. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price bid. The unit price shall also include the cost of supporting and protecting all utilities encountered during the construction field support operation, as required except work operations covered under JB 402T. The unit price bid shall also include alternate methods for construction field support, which may include changes in equipment and special operations, and sequencing and the use of only all hand-held tools due to existing field conditions, including potential delays and extended performance. Any and all Contractor method changes and operation modifications employed for construction field support are deemed to be included in the price bid for this item. Work under this item may be paid in combination with other City, utility or facility accommodation Items bid under other contract items except where expressedly excluded from that item.

F. References

1. Sketches JB 100A, JB 100B

JB 603T - FURNISH AND INSTALL TELECOMMUNICATIONS CONDUITS

A. Description

Under this Section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to procure and install conduit for the purpose of installing the facility operator's utilities. Conduit runs shall be as shown on the contract drawings or as specified by the facility operator in consultation with the Resident Engineer.

B. Materials

Conduit shall consist of:
PVC – 2" and 4" diameter or 1 ¼" Quad, Type "C" as supplied by American Pipe and Plastics or approved equal
Steel - 4" diameter, ASTM A53, Schedule 40 or approved equal
All conduit including sleeves, couplings, bends, pulling lines, etc. shall be supplied by the Contractor and approved by the facility operator in consultation with the resident Engineer.
The Contractor shall supply all material (Mortar, Brick, etc.) to make repairs to opening(s) as approved by the facility operator in consultation with the Resident Engineer.

C. Method of Construction

The Contractor shall install the specified conduit(s) then rod, mandrel and wire (install pulling line) the new conduits. When conduit pipes are to be connected to existing underground ducts, manholes, or boxes, the Contractor, using hand-held tools only, shall cut existing conduit, to pick-up existing underground conduits with new conduits, make openings into manholes or boxes, install/connect the conduit, and make repairs to seal the openings in the structure.

Steel pipe shall be used for shallow cover and crossing or paralleling steam mains as directed by the facility operator in consultation with the Resident Engineer.

When the facility operator required a combination of conduit types and materials the facility operator will define the configuration of the conduit system and the location of each type within the conduit bank. All conduit shall be spaced 1 ½" both vertically and horizontally from the adjacent conduit(s). All conduits shall be encased in lean concrete (f'c = 1200 to 1500 psi maximum) which shall extend 2" beyond each face of the conduit formation, above and each side of the conduit formation.

If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the facility operator(s) and measured for payment under Item JB 403.

The work shall be performed in accordance with the contract plans, specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

D. Methods of Measurement

The quantity to be measured for payment shall be the number of linear feet (LF) of conduit trench for which conduit was furnished and installed:

1. 603T.1 - Install 1 ea. 2", 4" or 1 ¼" Quad" Conduit (PVC or Steel) in any combination
2. 603T.2 - Install 2 ea. 2", 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
3. 603T.3 - Install 4 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
4. 603T.4 - Install 6 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
5. 603T.5 - Install 8 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
6. 603T.6 - Install 12 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
7. 603T.7 - Install 15 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
8. 603T.8 - Install 24 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
9. 603T.9 - Install 30 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination

A Quad, consisting of four 1 ¼" conduits shall be supplied as one unit. For purposes of measurement and payment each quad unit of four 1 ¼" ducts shall be counted as one duct.

For any equivalent combination not fitting the above categories payment shall be based on the next higher category.

E. Price to Cover

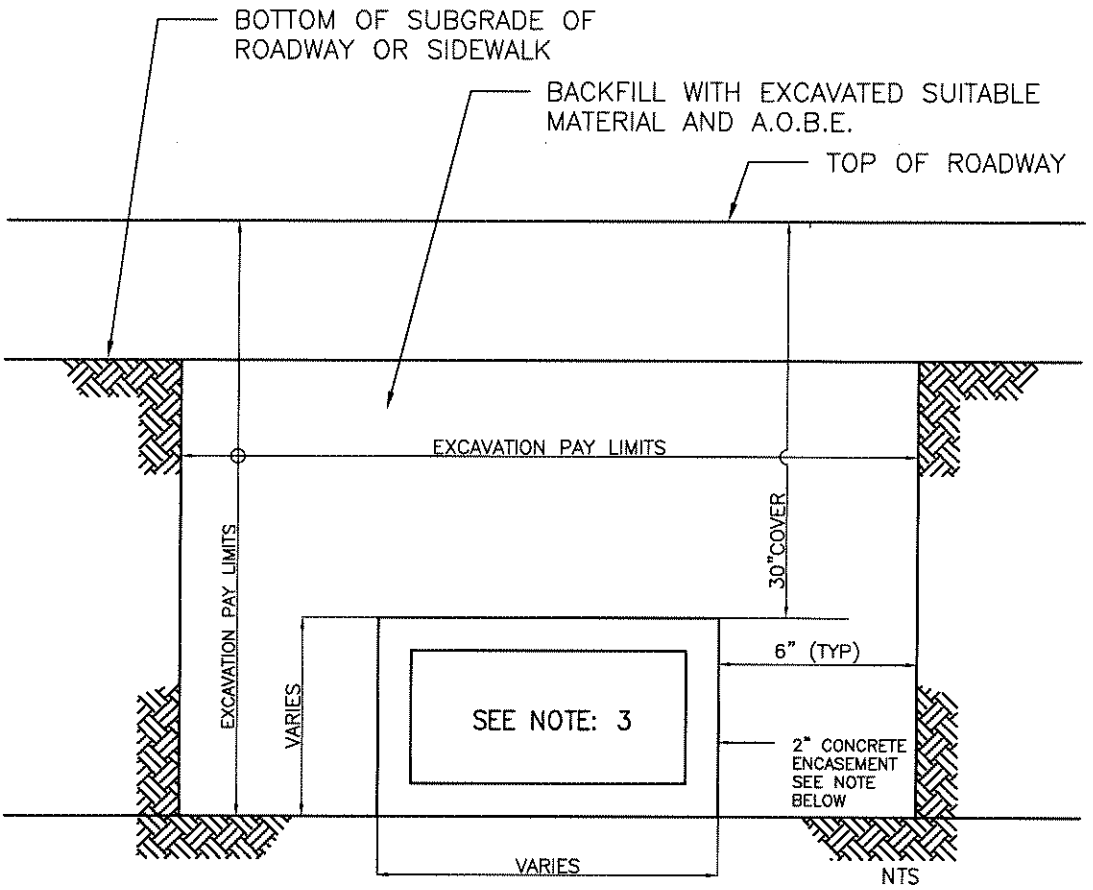
The unit price per linear foot of Conduit trench shall cover the cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, install, rod, rope, and perform any other associated work required to install the conduit completely in place. Where conduits are to be connected to ducts, manholes or boxes, the cost of cutting and/or breaking into the ducts, manholes or boxes, installing and sealing the conduit, including duct plugs; and making repairs to the openings in the structure shall be considered as included in the unit price bid for the installation of the conduit. All acceptance testing, including passing a mandrill with a diameter of 1/8" less than the inside diameter of the duct through the entire length of the duct, as required by the facility operator shall be considered as included in the unit price.

Payment for trench excavation shall be paid under Item JB 405.

Steel protection plates shall be paid for under Item JB 403T

F. References

1. Sketch JB 603T
2. Item JB 405
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902



TYPICAL CONDUIT EXCAVATION AND BACKFILL

NOTES:

QUEENS, BROOKLYN & STATEN ISLAND

1– CONCRETE ENCASE REQUIRED IF TOP OF DUCTS IS 20" OR LESS FROM SURFACE AND ALL BENDS, SWEEPS AND CHANGE OF GRADE. FOR COVER LESS THAN 20", 3/8" STEEL (A36M) COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

MANHATTAN & BRONX,

2– FOR COVER LESS THAN 20", 1/4" STEEL (A36M) COVER COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

3– CONDUIT CONFIGURATION TO BE DETERMINED BY ECS/VERIZON REPRESENTATIVE.

J.B. SKETCH		
TRENCH EXCAVATION FOR CONDUIT		
09/13/2017	CONTRACT NO.	SKETCH NO. JB 603T

JB 636E - ADJUSTMENT OF UTILITY HARDWARE

Under this section the Contractor shall adjust existing utility street hardware including vault grates, valve boxes, etc., to the proposed grade by either building up or lowering the installation and resetting the castings, as and where directed by the facility operator.

A. Description

Building up or lowering the installation and resetting the castings shall consist of removing the existing frame and cover, building up or decreasing the existing installation, replacing the frame and/or cover if damaged, as determined by the facility operator, with a new frame and/or cover furnished by the facility operator, and setting the frame and cover to the new elevation.

B. Materials

Materials used shall comply with the Standards and specifications of the facility operator having jurisdiction over the installations. Where high-early strength concrete is required by the Resident Engineer to be placed adjacent to utility installations then the requirement for mortar shall be quick setting mortar capable of obtaining a minimum compressive strength of 1,500 psi in two (2) hours, and the requirement for concrete shall be high-early strength complying with current N.Y. State Department of Transportation, Standard Specifications for Class F concrete.

When castings and/or covers are deemed inadequate at a location as determined by the facility operator, the facility operators shall furnish new castings and/or covers to the Contractor for installation. The Contractor is required to inform the utility operator in advance of the need for the castings. Materials supplied by the facility operator shall be delivered to the contractor's designated storage area.

C. Methods of Construction

The Contractor shall breakout and dispose of sidewalk, curb, pavement and/or pavement base around existing casting, excavate as required to remove casting and install existing or replacement casting, remove casting, protect opening, reinstall existing casting or install new casting to the proposed grades, backfill, grade and compact fill around casting, install base concrete and or sidewalk pavement and curb, tack coat around frame, install and remove temporary pavement around casting where directed by the facility operator; and install and compact asphalt binder and wearing course or other permanent pavement around casting and perform all work in accordance with the contract plans and the specifications.

Setting or resetting the castings shall be done with bricks plus mortar and/or by raising or lowering adjustable castings according to the standards of the utility owner having jurisdiction over the installation. Work shall be done in a workmanlike manner. Any damage resulting from the Contractor's operations to the existing installation which is to remain shall be satisfactorily corrected at the Contractor's own expense, as directed by the facility operator. Castings, which are deemed unacceptable for resetting, shall become the property of the Contractor and shall be removed and disposed of by him away from the site.

No traffic shall be allowed on adjusted utility hardware until permitted by the facility operator.

D. Method of Measurement

The quantity to be measured for payment shall be the number of utility hardware units (EA) in each size group actually adjusted as specified under each item. The size of each utility hardware unit, measured in width, shall be defined as either, the diameter of the exposed edge of the casting, or the exposed edge of the longest side of rectangular frames as indicated in sketch JB 636.

JB 636 EA - Adjustment of Utility Hardware (Under 7" Width)

JB 636 EB - Adjustment of Utility Hardware (7" to under 14" Width)

JB 636 EC - Adjustment of Utility Hardware (14" to under 30" Width)

JB 636 ED - Adjustment of Utility Hardware (30" to under 34" Width)

JB 636 EE – Adjustment of Utility Hardware (34" to under 41" Width)

JB 636 EG - Adjustment of Utility Hardware (41" to under 75" Width)

JB 636 EH - Adjustment of Utility Hardware (75" to under 125" Width)

JB 636 EI - Adjustment of Utility Hardware (125" to under 170" Width)

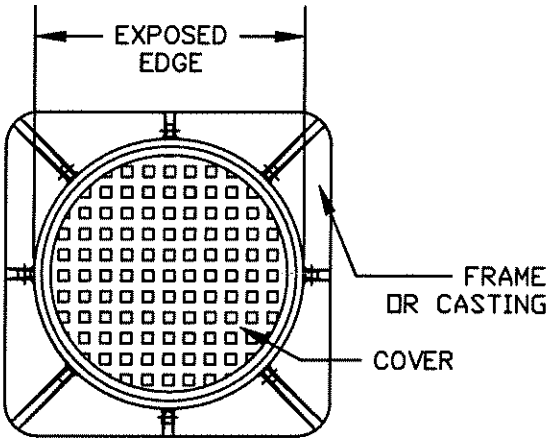
E. Price to Cover

The price for re-grading utility hardware shall be the unit price per each (EA.) and shall cover the cost of furnishing all labor, materials, plant, equipment, and incidentals required to remove existing frames and covers; build up the existing installations with brick and mortar, or lower the existing installations by removing bricks and mortar; replace damaged frames and/or covers with frames and/or covers furnished by others; break out pavement and/or pavement base; protect existing opening and installation; set the frames and covers to new elevations; grade and compact fill; install base concrete; tack coat frame; install, remove, and dispose temporary pavement; install and compact asphalt binder and wearing course or other permanent pavement; repair minor structural damage to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; and complete the work in accordance with the plans, the specifications, and the directions of the facility operator.

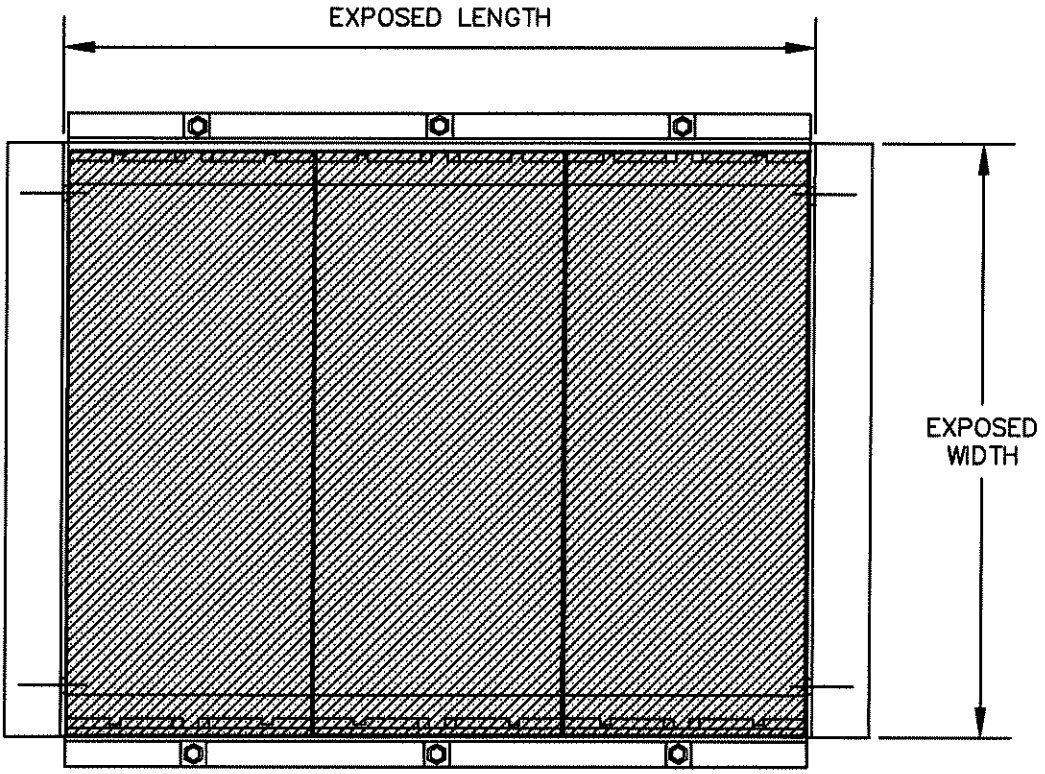
F. References

1. NYS DOT Standard Specs for Class F Concrete
2. Con Edison Specifications, latest revisions. EO-10321-B, latest revision – Chimneys, collars & grading blocks for manholes & vaults construction and installation
3. Sketch JB 636E

ROUND COVERS



RECTANGULAR COVERS/FRAMES



PLAN VIEW

N.T.S.

ADJUSTMENT OF UTILITY HARDWARE	
LAST REVISION 6/30/2015	SKETCH NO. JB 636E

JB 636 M - MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE DURING PAVEMENT MILLING AND RESURFACING OPERATIONS

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to maintain, protect, and accommodate the integrity of utility hardware during pavement milling and resurfacing operations. Hardware includes castings, frames, and covers on utility structures, valve box cover castings, concrete collars around steam castings, and all other hardware protecting utility facilities.

B. Materials – N/A

C. Method of Construction

Removal of existing pavement around utility hardware shall be performed by the Contractor with extreme caution by utilizing appropriate methods of operation, by employing specialized construction equipment, and by special operations and sequencing.

The Contractor shall not mill existing pavement within 12" of the perimeter of utility hardware. Removal of pavement within 12" of the perimeter of utility hardware shall be by cutting with pavement breakers or other methods as proposed by the Contractor. All methods shall be presented to the facility operator and the Resident Engineer by the Contractor prior to the start of construction and shall be approved by the facility operator in consultation with the Resident Engineer.

During removal of existing pavement and for the duration of project, the Contractor shall protect utility hardware from damage by the Contractor's operations and traffic. Contractor shall also provide all necessary protection to pedestrians to prevent injury to pedestrians when crossing utility hardware during the project. Utility street hardware damaged by the Contractor or others during the project shall be replaced by the Contractor at Contractor's expense.

The Contractor shall not place any paving materials over utility hardware during the project and shall maintain free and unobstructed access to all structures at all times. The contractor shall maintain all covers free of debris and protect the covers, if necessary, from residue that results from the paving operation.

D. Method of Measurement

The quantity to be measured for payment shall be the number of utility hardware units (ea) in each size group actually adjusted as specified under each item. The size of each hardware unit, measured in width, shall be defined as either, the diameter of the exposed edge of the casting, the exposed edge of elliptical castings measured along the major axis, or the exposed edge of the longest side of rectangular frames.

Item 636 MA – Modification of Work Methods to Accommodate Utility Hardware (Under 7" Width)

Item 636 MB – Modification of Work Methods to Accommodate Utility Hardware (7" to under 14" Width)

Item 636 MC – Modification of Work Methods to Accommodate Utility Hardware (14" to under 30" Width)
Item 636 MD – Modification of Work Methods to Accommodate Utility Hardware (30" to under 34" Width)
Item 636 ME – Modification of Work Methods to Accommodate Utility Hardware (34" to under 41" Width)
Item 636 MG – Modification of Work Methods to Accommodate Utility Hardware (41" to under 75" Width)
Item 636 MH – Modification of Work Methods to Accommodate Utility Hardware (75" to under 125" Width)
Item 636 MI – Modification of Work Methods to Accommodate Utility Hardware (125" to under 170" Width)
Item 636 SMB – Modification of Work Methods to Accommodate Utility Steam Hardware (Under and including 8" Width)
Item 636 SMC – Modification of Work Methods to Accommodate Utility Steam Hardware (Above 8" to 34" Width)

A. Price to Cover

The price to modify work methods to accommodate Utility Hardware during pavement milling and resurfacing operations shall include the cost of all incremental labor, materials, time, equipment, insurance and incidentals required for removal and disposal of existing pavement, installation and compaction of base and wearing course materials, installation and compaction and removal of temporary asphalt concrete mixture, tack coating; in accordance with the plans, the specifications and the directions of the facility operator in consultation with the Resident Engineer. The price to cover shall further include the cost of maintaining, protecting, and accommodating the integrity of utility street hardware during the project and during the performance of milling and resurfacing and the incremental additional work and effort made necessary to protect pedestrians from injury when crossing utility hardware during the project. The price to cover shall further include additional areas of modification of work methods beyond 12" of the perimeter of the utility street hardware due to the milling equipment and the location of other utility hardware, city street hardware, utility poles, street lights, traffic signals, curbs, sidewalks, medians, guide rails, pavement stops, cobblestones, and pavers. The price to cover for Items 636 SMB and 636 SMC shall also include modification of work methods due to existing concrete collars surrounding these castings.

Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Adjustment to utility hardware shall be paid for under the appropriate JB 636E item.

F. References

JB 638NT – FIELD CONSTRUCTED TELECOMMUNICATIONS MANHOLE STRUCTURES

Under this item the Contractor shall perform the complete installation of field constructed utility structures approved by the facility operator in consultation with the Resident Engineer. The utility structure shall be field constructed and installed in compliance with standard utility specifications and/or methods approved by the facility operator in consultation with the Resident Engineer.

A. Description

Installation of field constructed utility structure shall comply with utility standard specifications and/or as directed by the facility operator in consultation with the Resident Engineer and shall include:

- Service Boxes (various sizes)
- Manholes (various sizes)

Where approved by the facility operator, telephone structures may as an alternate be constructed of precast reinforced concrete.

B. Materials

The facility operator will furnish cable racks, pulling-in irons, sump castings, hardware, manhole steps/ladder supports and cast iron frames and covers. All other materials required for a complete manhole installation including concrete, reinforcing steel and structural steel shall be supplied by the Contractor and shall comply with the standards of the facility operator.

The Contractor shall notify the facility operator a minimum of 30 days prior to manhole construction for scheduling materials to be furnished by the utility company. The Contractor shall pick up said materials at the facility operator's yard.

All concrete shall have a minimum compressive strength of 4,000 psi at 28 days.

Reinforcing steel shall be deformed bars conforming to ASTM, Grade 60.

Structural steel shall conform to the requirements of ASTM A-36. Bolts shall conform with the requirements of ASTM A-325.

The Contractor shall supply all necessary materials (mortar, concrete, brick, etc.) for sealing duct entrance windows in manholes and for constructing chimneys and bricking up castings to grade.

C. Method of Construction

All work shall comply with the utility specifications, plans, and standards of the facility operator.

Refer to specification JB 406 for excavation and sheeting requirements associated with telephone manhole construction. Where replacement manholes are indicated on the plans, the demolition

and removal of the existing manhole structure and the protection of existing cables and splices will be paid separately under JB 638R.

The Contractor shall perform the necessary field construction of the floor, walls, and roof of the utility structure as shown on the Plans and as directed by the facility operator in consultation with the Resident Engineer. No traffic shall be allowed on the structure until permitted by the facility operator in consultation with the Resident Engineer.

Field conditions may require the contractor to modify the design of the manhole structure, as directed by the facility operator in consultation with the Resident Engineer.

Refer to specification JB 636E for guidelines relating to the installation of new frames and covers.

All structural steel roof beams shall be ground free of burrs and painted with one shop coat and two field coats of finish paint. The Contractor shall make provisions for and incorporate into the manhole all required materials as shown on the Plans, standard utility details or as directed by the facility operator in consultation with the Resident Engineer.

The Contractor shall provide duct entry windows in the new manhole as shown on the Plans and as directed by the facility operator. All windows shall be properly sealed around new ducts per utility company requirements.

All cable racks and wall brackets shall be supported on walls with ½" dia. X 2-½" long galvanized steel machine bolts using ½" concrete inserts or expansion bolts. Vertical spacing of inserts shall not exceed 18" o.c. (typ).

The Contractor shall confirm placement of concrete inserts for cable rack supports, pulling-in irons, and other embedments shown on the Plans with the facility operator, in consultation with the Resident Engineer, prior to manhole construction.

All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator in consultation with the Resident Engineer and at the Contractor's expense. The contractor shall perform the installation of the utility structure while maintaining, supporting, and protecting and accommodating the integrity of all utility facilities (without disruption of service) located within the areas of the excavation and the field constructed structure.

This item shall also apply when partially or totally rebuilding or modifying an existing utility structure.

The Contractor is advised that in lieu of poured-in-place structures the substitution of Precast Reinforced Concrete Structures that comply with Utility Specifications, will be permitted only when approved by the facility operator in consultation with the Resident Engineer, along with the following provisions:

1. Precast telephone manholes shall be constructed to the interior manhole dimensions and details shown on the Plans.

2. The Contractor shall submit shop drawings and design calculations for each precast manhole structure for review and approval by the facility operator and the Resident Engineer prior to fabrication. Shop drawings shall show the overall structure dimensions, roof openings, window sizes and locations, sump locations, reinforcing steel and details, construction joint types and locations including sealant material proposed. The inside face of all windows (4 sides) shall be beveled and provisions made for all inserts and hardware for a complete manhole installation, including cable pulling iron embedments and cable rack insert embedments in accordance with the standards and requirements of the facility operator.
3. Precast manhole design criteria shall be as follows:
    - Concrete Minimum Compressive Strength: 4,000 psi or greater at 28 days.
    - Steel Reinforcement: ASTM A-615, Grade 60.
    - Design Loading: AASHTO HS20-44
    - Shop drawings and calculations shall state design methodology used and all design assumptions including soil pressures and ground water levels used in the design.

4. A 9-inch thick compacted stone ballast leveling pad shall be provided as a foundation for all precast manholes.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar in place to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

E. Price to Cover

The unit price under this item shall be a unit price per cubic yard (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar placed in the field constructed utility structure. The unit price shall cover the cost of all labor, materials, plant, equipment, insurance and incidentals required to field construct partially or totally, rebuild or modify, a utility structure. The unit price shall also include all formwork installation and removal, installation of concrete, bricks, mortar, steel reinforcement, structural steel beams, furnish and install pre-cast concrete, chimney, and installation of interior and exterior hardware, including frames and covers. The Contractor shall also install pipes, conduits, sumps, drains, sleeves, related steel or cast iron materials or equipment through the structures as shown on the drawings. Upon removal of forms, the Contractor shall remove debris and face off the entire interior of the structure. The unit price includes necessary realignment of existing ducts into the new structure up to five feet from the outside face of the new structure; any additional duct realignment required shall be paid under a separate JB item. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the field constructed structure, and the furnishing of samples, as required. All work shall comply with the plans, specifications, standards, and directions of the facility operator in consultation with the Resident Engineer.

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required. All required break out and disposal of all types of conduits/duct banks in new structure area, including maintenance and support of cable shall be included in JB 638R. Where precast reinforced concrete manholes are used in lieu of poured in place manholes, the cost for furnishing, delivery and installation of the precast reinforced structures, additional excavation associated with the widening and deepening of trench due to increased width of precast structures and due to the placement of a stone ballast leveling pad; stone ballast; connections; and all work incidental thereto all in accordance with the Plans, Specification and Standards, shall be deemed included under this item. No additional or separate payments will be made for any work associated with the installation of precast reinforced structures.

The cost of providing an anti-freeze additive in concrete, when required, shall be paid for under Item 9.04 HW.

F. References

1. JB 406
2. JB 636E
3. JB 638R
4. Standard Utility Specifications and Drawings

JB 638RT – BREAK OUT AND REMOVE TELEPHONE/COMMUNICATIONS UTILITY STRUCTURE CONTAINING ACTIVE FACILITIES

A. Description

Under this section the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to partially or totally break out and remove existing utility structures using methods approved by the facility operator. Breaking out and removing existing utility structures shall be performed while maintaining and protecting all subsurface facilities, at locations approved by the Facility Operator. The Contractor will encounter various underground facilities, located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables.

All work required to partially or totally break out and remove existing utility structures shall comply with standard utility specifications and/or as directed by the facility operator and shall include but not be limited to:

- Service Boxes (various sizes)
- Manholes (various sizes)
- Vaults (various sizes)
- Valve Boxes (various sizes)
- Concrete encased conduits containing cables

B. Materials

All materials used shall be supplied by the Contractor and comply with the standards of the facility operator.

C. Method of Construction

The Contractor shall perform the necessary breaking out and removal of the existing utility structure while maintaining and protecting all subsurface facilities. The Contractor will encounter various underground facilities located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables, as directed by the facility operator. All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator and at the Contractor's expense.

This item shall also apply when partially or totally breaking out and removing an existing utility structure.

The rebuilding of the utility structure is covered under JB 638NT.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

E. Price to Cover

The unit price bid under this item shall be a unit price per cubic yard (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed. The unit price shall also cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to partially or totally break out, remove and dispose of existing utility structure. The unit price shall also include demolition of the existing utility structure, haul away and disposal of demolished materials, formwork, concrete, bricks, mortar, steel reinforcement, structural steel beams, interior hardware, exterior hardware, including frames and covers. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the existing structure. All work shall comply with the plans, specifications and standards, provided by and at the directions of the facility operator.

The unit price shall include providing access to the facility operator tenants to verify and test cables before, during and after breaking out and removal of the utility and after conduit removal by the Contractor. The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB 638RT as JB 638RT covers access to the work site at all times.

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required.

F. References

1. JB 406
2. Standard Utility Specifications and Drawings

JB 798 - MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITES

A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities;
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities;

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 798, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 798, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility crossing.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 798, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 24 inches to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, trolley conduits and main conduit), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

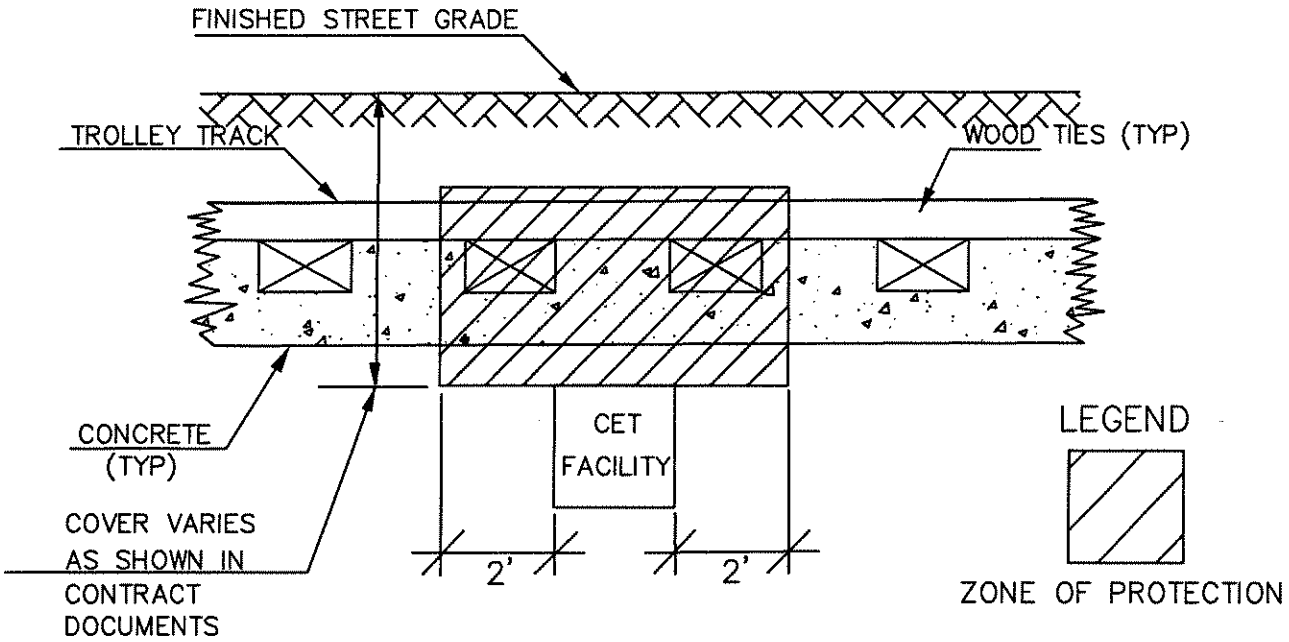
The price shall include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

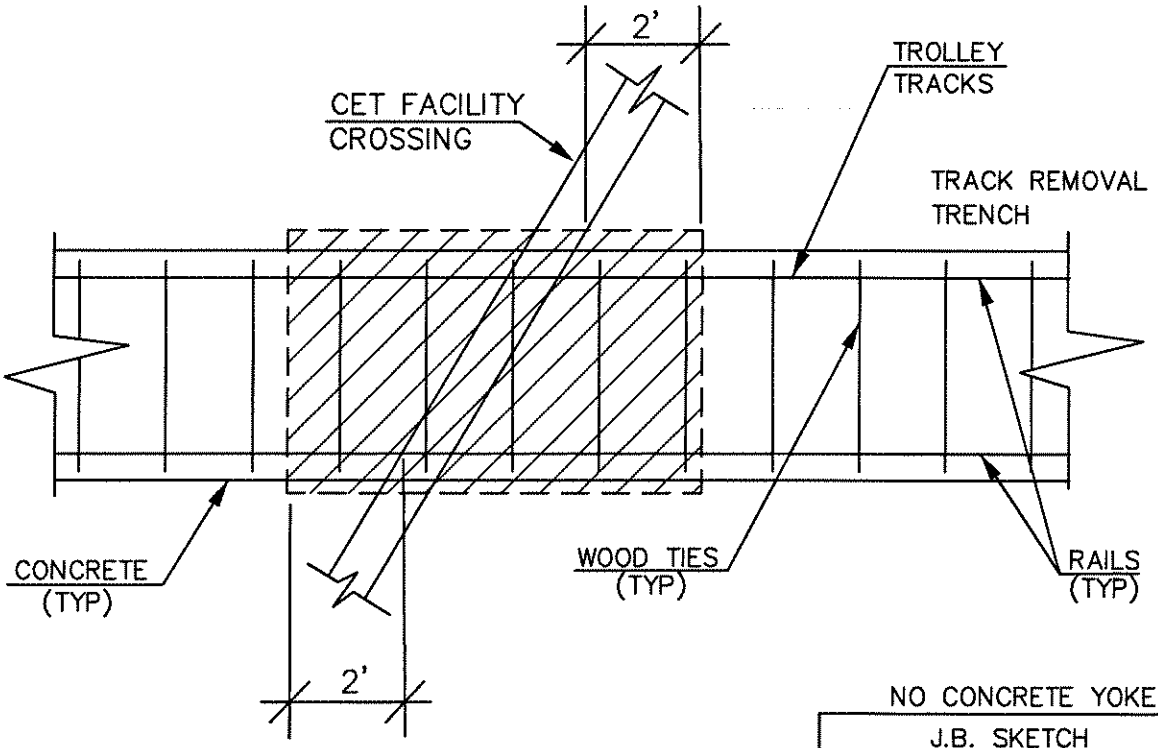
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 798



SECTION OF CET FACILITIES CROSSING TROLLEY TRACKS



PLAN OF CET FACILITIES CROSSING TROLLEY TRACKS

NO CONCRETE YOKE

J.B. SKETCH

CET ACCOMODATION SECTIONS CROSSING TROLLEY RAILROAD STRUCTURES

REVISIONS		
09/13/2017	CONTRACT NO.	SKETCH NO. JB 798

JB 799 - MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities; and
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities.

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated on the Plans or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated on the Plans or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility to the edge of the trolley structure.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, trolley conduits, and main conduits), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

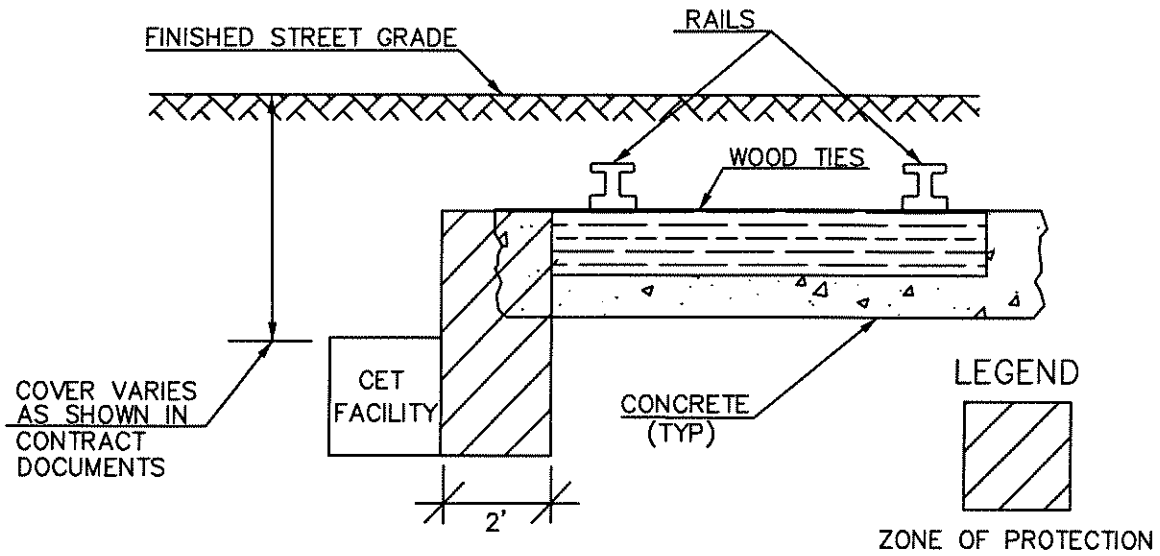
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure, and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

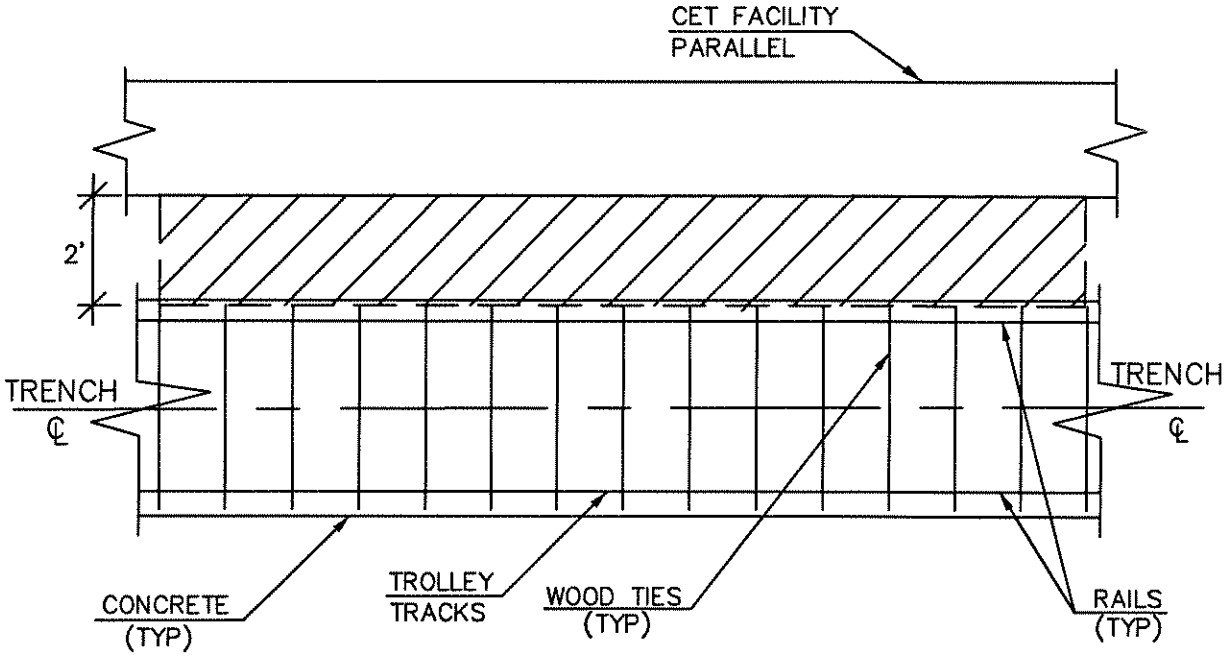
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 799



SECTION OF CET FACILITIES PARALLELING TROLLEY TRACKS



NO CONCRETE YOKE

PLAN OF CET FACILITIES PARALLELING TROLLEY TRACKS

J.B. SKETCH	
CET ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES	
REVISIONS	
09/13/2017	CONTRACT NO. / SKETCH NO. JB 799

JB 800 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITES

A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost Sharing Gas Facilities and
7. Steam Facilities

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 800, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 800, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility crossing.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 800, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 3 feet to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

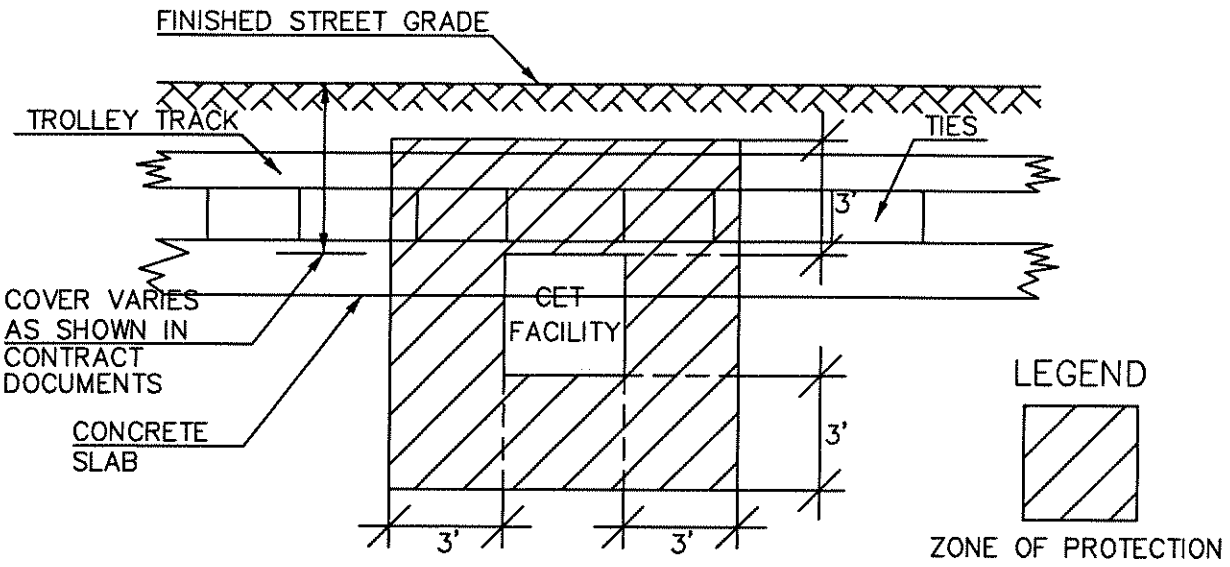
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

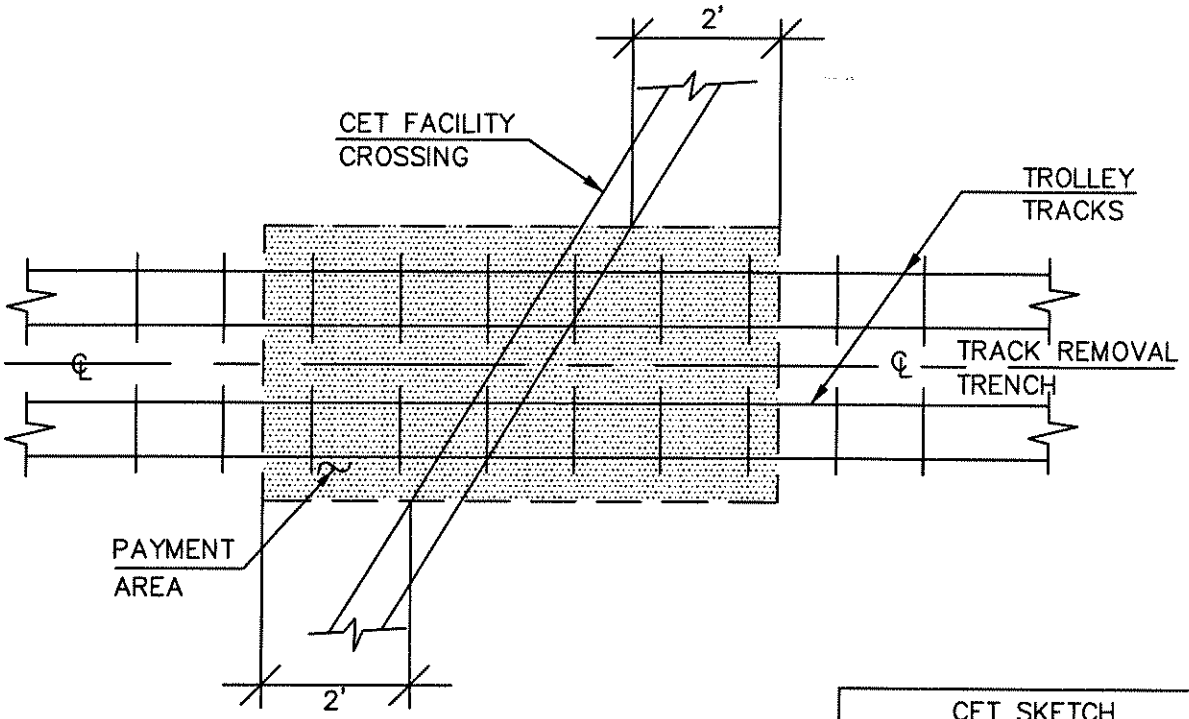
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 800



SECTION OF CET FACILITIES CROSSING TROLLEY TRACKS



PLAN OF CET FACILITIES CROSSING TROLLEY TRACKS

CET SKETCH	
CET ACCOMODATION SECTIONS AT TROLLEY RAILROAD STRUCTURES	
REVISIONS	
09/13/2017	CONTRACT NO. / SKETCH NO. JB 800

JB 801 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost sharing gas facilities and
7. Steam facilities

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated in sketch JB 801 or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated in sketch 801 or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

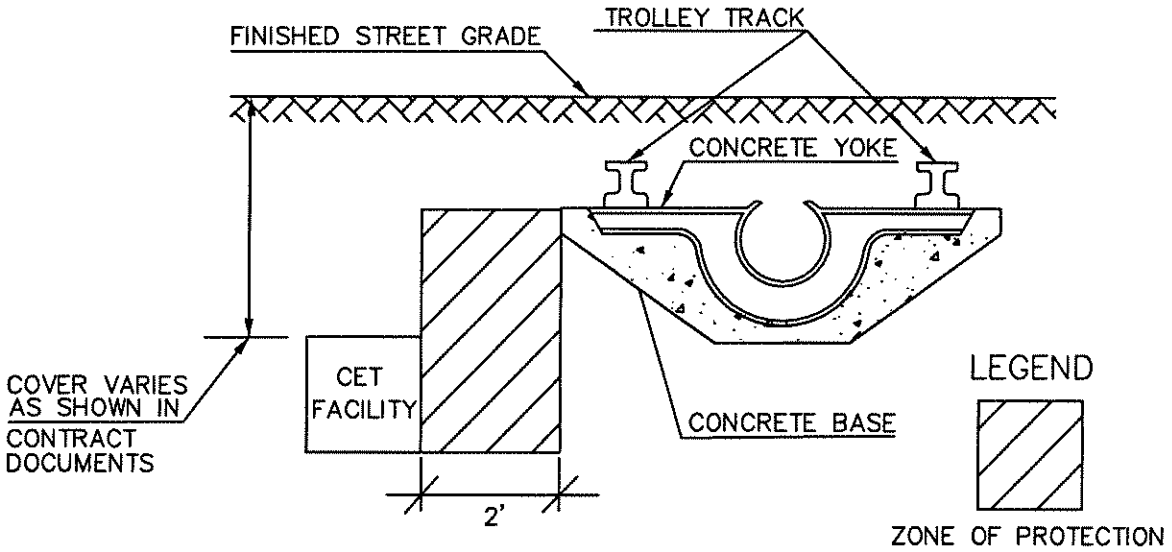
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

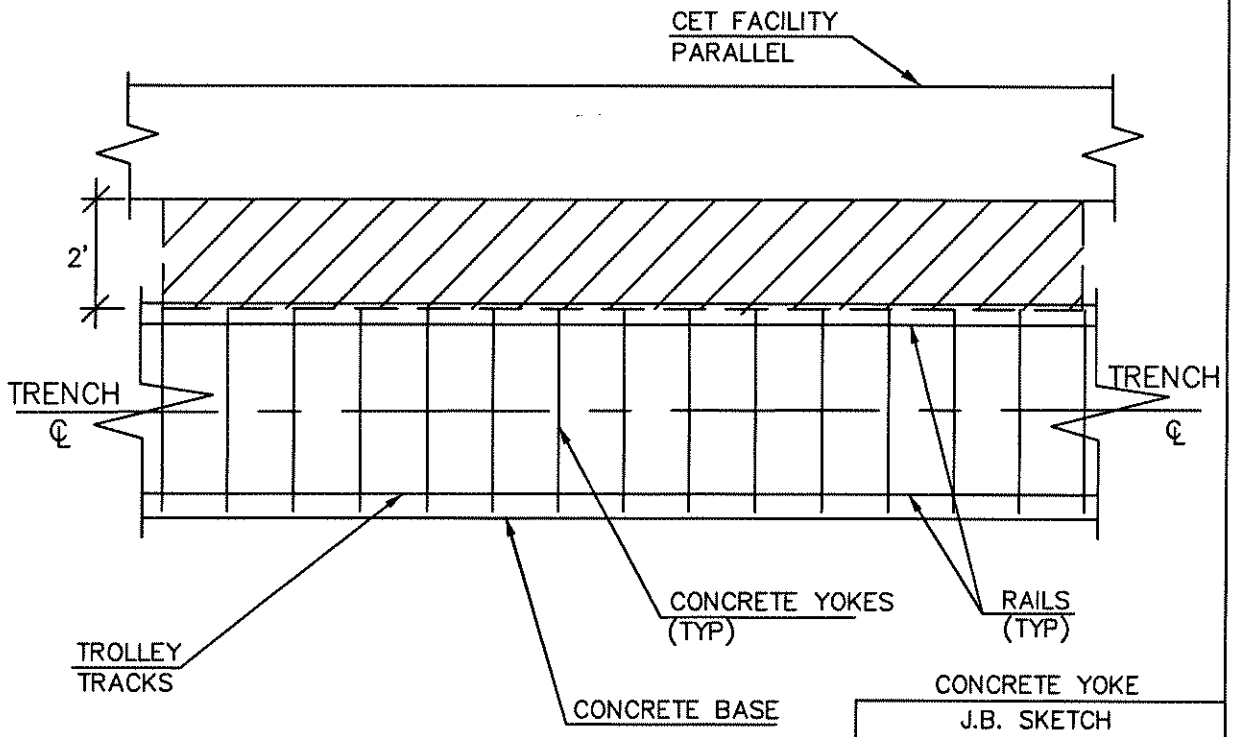
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 801



SECTION OF CET FACILITIES PARALLELING TROLLEY TRACKS



PLAN OF CET FACILITIES PARALLELING TROLLEY TRACKS

CONCRETE YOKE	
J.B. SKETCH	
CET ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES	
REVISIONS	
09/13/2017	CONTRACT NO. / SKETCH NO. JB 801

JB 802 - SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS AND SIDEWALKS

A. Description

Under this Section, the Contractor shall be required to modify work methods of installing new curb and sidewalk in order to maintain, protect and accommodate the integrity of private Utility Facilities located within a zone of protection immediately beneath existing sidewalk and curb designated to be replaced under other Contract items. The zone of protection shall define an area of curb and sidewalk where: work is within the vicinity of private Utility Facilities as shown on the Special Care Excavation Plan or where utilities are encountered during construction that are within 18 inches of either face of curb and/or 12 inches of the base material of proposed curb and/or sidewalk.

B. Materials – N/A

C. Method of Operation/Construction

Once clearances have been verified by available records to the satisfaction of the facility operator, the Contractor shall exercise extreme caution to install new curb and sidewalks within zoned areas of protection. Exercising extreme caution shall mean utilizing appropriate methods of operation/construction, special operations and sequencing, and by employing hand labor, using hand held tools only, under the personal direction of the appropriate facility operator. The work shall incorporate, but not be limited by, the following restrictions:

1. Removal of Existing Curb and Sidewalk

Removal of existing curb and sidewalk material shall be performed by saw cutting the curb and sidewalk, for a depth of not less than 2", to assist the Contractor in breaking up the concrete curb and sidewalk for removal by hand. Curb and sidewalk removal shall be done with hand labor, using hand held tools only while working from adjacent undisturbed sidewalk and/or pavement. Furthermore, it shall be understood to mean that digging and/or excavating directly with power-mechanized earth moving equipment will not be permitted. Power mechanized earth moving equipment may only be used as a depository of material removed from the excavation by hand as described above. All equipment, methods, and maintenance and protection provisions shall require full authorization by the facility operator.

2. Preparation and Installation of New Curb and Temporary and New Sidewalk

Backfilling, filling, grading of sub base, and installation of new curb and both temporary and new sidewalk, as required under other Contract Items, shall be performed utilizing materials, equipment and methods of construction that will insure the integrity of the private utility facilities and at the same time meet all requirements for this work as specified in other sections of this contract.

3. Compaction

The Contractor shall compact all sub-grade and new sub-base materials by utilizing native and/or blended fill material, equipment and methods of construction that will ensure integrity of private Utility Facilities and at the same time meet all requirements for compaction as specified in Section 4.11 of the Standard Highway Specifications.

4. Powered Excavating Equipment Limitations

The Contractor shall not employ powered or mechanical excavating equipment within the zone of protection. Powered or mechanical excavating equipment may only be used as a depository for material removed from the excavation by hand as described above.

The Contractor shall not be permitted to store, stand and/or travel equipment/vehicles on specified unpaved zoned protection areas.

D. Method of Measurement

1. ITEM JB 802A

The quantity of "Special Care Excavation and Restoration for Sidewalk Work" to be measured for payment shall be the number of square feet (SF) of new sidewalk actually installed under other contract items within the zone of protection areas requested by the facility operator. For payment purposes, the horizontal limits for a zone of protection area shall be defined as the area designated on the plans or an area equal to the length of the designated facility multiplied by its width plus 18 inches on each side. Where overlapping of zones occur due to multiple facilities, the area will be modified to one zone measured from the outside limits. Where the 18-inch area falls beyond the curb line the outside boundary shall be the curb line.

2. ITEM JB 802B

The quantity of "Special Care Excavation and Restoration for Curb Work" to be measured for payment shall be equal to the number of linear feet (LF) of new curb actually installed under other contract items within the zone of protection areas requested by the facility operator.

E. Price to Cover

1. ITEM JB 802A

The contract price per square foot for "Special Care Excavation and Restoration for Sidewalk Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required for excavation and disposal of pavement, base and all other material to new sub-grade within and adjacent to zone of protection areas; saw cutting, grading, preparation of sub-grades, backfilling and compaction within zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting and accommodating the integrity of private Utility Facilities during the performance of sidewalk reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

2. ITEM JB 802B

The contract price per linear foot for "Special Care Excavation and Restoration for Curb Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required to install new curbs and temporary restoration material under other Contract items, within and adjacent to zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting, and accommodating the integrity of private Utility Facilities during the performance of curb reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

Payment for all work specified herein shall be made on a one-time basis only; no payment will be made for the same area of sidewalk or length of curb more than one time. In addition, work under these items shall not be paid in combination with other utility items.

F. References

1. Section 4.11 Standard Highway Specification

JB 803 - LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS

A. Description

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to oil o static facilities, and any other facilities of various sizes and configurations paralleling or crossing proposed saw cut areas located within a zone of protection associated with roadway removal operations, as determined by the utility operator. Utility facilities which cross under and between the saw cut area are included within this item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and determined by the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or crossing the saw cut area within a zone of protection as determined by the Facility Operator, during the roadway saw cut. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use pneumatic tools to line cut the pavement in lieu of saw cut by machine. It is the sole discretion of the facility operator(s) to determine relationships and/or dimensions, and advise the Contractor to proceed with pneumatic tools to line cut existing roadway structure.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of line cut performed by pneumatic tools measured along the length of cut. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

JB 803.1 Line cut Asphalt Roadway (LF)
JB 803.2 Line cut any combination of Asphalt and Concrete Roadway (LF)
JB 803.3 Line cut any combination of Asphalt, Concrete, and Belgium Block (LF)

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or crossing the saw cut area associated with the removal of roadway designated for protection of utilities by the facility operator(s).

The unit price shall also include any additional cutting, removing and disposing of roadway materials; and any backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to saw cutting operations that are not performed in accordance with the specifications.

F. References

1. NYS Industrial Code Rule 753

END OF JB-PAGES SECTION C
(NO FURTHER TEXT ON THIS PAGE)

SECTION D. PRIVATE UTILITIES PARTICIPATING LIST

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

HED-578

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVE AND NEREID AVE, ETC.
BOROUGH OF THE BRONX

COMPANY NAME	CONTACT NAME	CONTACT	E-MAIL
CON- EDISON	**DENNIS BRADY**	**(917) 608-3435**	**BRADYD@CONED.COM**
ECS/VERIZON	**AUBREY MAKHANLALL**	**(516) 758-3705**	**AUBREY.N.MAKHANLALL@VERIZON.COM**

END OF JB-PAGES SECTION D

(NO FURTHER TEXT ON THIS PAGE)

SECTION E. PRIVATE UTILITIES SCOPE OF WORK

JOINT BID WORKSHEET

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE FOR CONSOLIDATED EDISON COMPANY OF NEW YORK

HED-578

REPLACEMENT OF SANITARY SEWER
BOROUGH OF BRONX

JOINT BID ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 450.1	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	CRHRS	16
JB 450.2	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	CRHRS	32
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	CRHRS	29

CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
HED-578
REPLACEMENT OF SANITARY SEWER
BOROUGH OF BRONX

JB 450.1 **CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)** **CRHRS**

At the following locations:

Mundy Ln. from Cranford Ave. to Nereid Ave.

Total Quantity for JB 450.1 = 16

JB 450.2 **CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)** **CRHRS**

At the following locations:

Mundy Lane Bet. Cranford Ave. and Nereid Ave.

Total Quantity for JB 450.2 = 32

JB 450.3 **CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)** **CRHRS**

At the following locations:

Mundy Lane Bet. Cranford Ave. and Nereid Ave.

Total Quantity for JB 450.3 = 29

END OF JB-PAGES SECTION E
(NO FURTHER TEXT ON THIS PAGE)

SECTION F. PRIVATE UTILITIES TEST PITS AND SKETCHES

END OF JB-PAGES SECTION F
(NO FURTHER TEXT ON THIS PAGE)

SECTION G. PRIVATE UTILITY DRAWING LIST

UTILITY DRAWING LIST

GENERAL:

DRAWING TITLE	DRAWING NO.	NO. OF SHEETS
GENERAL NOTES AND CONDITIONS FOR UTILITY WORK	JB-U1	1

CON EDISON:

DRAWING TITLE	DRAWING NO.	NO. OF SHEETS
GAS MAINS AND SERVICE PLATE	JB-U2 TO JB-U6	5
LOW TENSION MAINS AND SERVICE PLATE	JB-U7 TO JB-U10	4
CONDUIT AND DUCT OCCUPANCY PLATE	JB-U11 TO JB-U12	2
CONDUIT PLATE	JB-U13 TO JB-U14	2

ECS/VERIZON:

DRAWING TITLE	DRAWING NO.	NO. OF SHEETS
OVERHEAD MAIN LINES	JB-U15 TO JB-U16	2

TOTAL NUMBER OF DRAWINGS IS (16).
REFER TO CONTRACT DRAWING

END OF JB-PAGES SECTION G
(NO FURTHER TEXT ON THIS PAGE)

Department of Design and Construction

DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

VOLUME 3 OF 3

PROJECT ID: HED-578

REPLACEMENT OF DISTRIBUTION WATER MAIN AND SANITARY SEWER IN MUNDY LANE BETWEEN CRANFORD AVENUE AND NEREID AVENUE ETC.

Together With All Work Incidental Thereto
BOROUGH OF THE BRONX
CITY OF NEW YORK

_____
Contractor

Dated_____, 20_____