Baran, Cynthia (DEP)

From: Baran, Cynthia (DEP)
Sent: Wednesday, December 15, 2004 4:06 PM
To: Hobill, Jonathan (DEP)
Subject: FW: Eagle Revised Plans, HASP, Soil Data and License Agmt
Attachments: Carver BOH Soil Logs 120804.pdf; Eagle Gas HASP 121504.pdf; Eagle Gas IRA Mod Plan 121504 A.pdf; Eagle Gas Sections 121504 A.pdf; License Agreement with Carver 121504.pdf

Jon:

Here is the information submitted for the proposed NAPL Recovery IRA at Eagle Gas.

-----Original Message-----
From: James J. Decoulos [mailto:jamesj@decoulos.com]
Sent: Wednesday, December 15, 2004 12:01 PM
To: Baran, Cynthia (DEP)
Subject: Eagle Revised Plans, HASP, Soil Data and License Agmt

James J. Decoulos, PE, LSP
Decoulos & Company
3 Electronics Avenue
Danvers, MA 01923
web: www.decoulos.com

tel: 617-489-7795
fax: 877-842-9629

FAX Cover Sheet

Carver Board of Health
108 Main St.
Town Hall
Carver, MA 02330
508 866-3420
fax 508 866-3483

Date: Dec. 8, 2004

Number of pages (including cover): 4

SENT TO: Name: Jim Decoulos

Company:

Phone Number:

FAX Number: 877-842-9629

SENT BY: Name: Deb. Deneen

Phone Number: 508-866-3420

DESCRIPTION:

Jim –
If ya need anything else, give us a call.
Thanx
Debi

-131 Main St.

CARVER BOARD OF HEALTH
SOIL EVALUATION AND PERC TEST REPORT

7-16
4-178

DATE: 5/27/98
STREET: 131 Main St
ASSESSORS' MAP & LOT: 7-16 / 17
OWNER: Badawi Badawi
ENGINEER:
SOIL EVALUATOR:
BOARD OF HEALTH:
TIME: 7:30
WEATHER: Nice
NEW CONSTRUCTION: REPAIR: ✓

SUMMARY OF SOIL & PERK EXAMINATION

Pit # 1		Pit # 2
36"	water table	39'
156"	pit depth	156
—	perc depth	—
— min/in	rate	— min/in

Land Use Commercial Slope (%) 2 Surface Stones See Hac
Vegetation Pine Trees Landform Outwash Plain
Position on landscape (sketch on the back)
Distances from:

Open Water Body 100' feet
Possible Wet Area 96' feet
Drinking Water Well feet
Drainageway — feet
Property Line 50' feet
Other

Percolation Test
Start Presoak
End Presoak
Time at 12" or ( )
Time at 9" or ( )
Time at 6" or ( )
Elapsed Time 9"-6"
Elapsed Time ( ) - ( )
Rate (Min/In)

Site Passed: Site Failed:
Performed by:
Witnessed by:
Comments:

Percolation Test
Start Presoak
End Presoak
Time at 12" or ( )
Time at 9" or ( )
Time at 6" or ( )
Elapsed Time 9"-6"
Elapsed Time ( ) - ( )
Rate (Min/In)

Site Passed: Site Failed:
Performed by:
Witnessed by:
Comments:

DETERMINATION FOR SEASONAL HIGH WATER TABLE

Method used:

✓ Depth observed standing in observation hole: 36" inches

Depth weeping from side of observation hole: inches

Depth to soil mottles: inches

Ground water adjustment: feet

Index Well Number: Reading Date: Index Well Level:
Adjustment Factor: Adjusted Ground Water Level:

DEPTH OF NATURALLY OCCURRING PERVIOUS MATERIAL
Does at least four feet of naturally occurring pervious material exist in all areas observed throughout the area proposed for the soil absorption system? Yes. If not, what is the depth of naturally occurring pervious material?

DEEP OBSERVATION HOLE LOG TEST PIT #

Depth from Surface (Inches)	Soil Horizon	Soil Texture (USDA)	Soil Color (Munsell)	Soil Mottling	Other
0 - 30"	F	—			Fri.L
30 - 44"	B	SL	10YR3/3		Fri.L
44 - 76"	C	SL	7.5YR5/6		Firm
76 - 96"	C	F/SL	2.5Y5/1	Hz D	Firm
96 - 156"	C	F/LS	2.5Y 6/4	36"	

Parent Material (geologic): Glacial Outwash Depth to Bedrock: N/A

Depth to Groundwater: 36" Standing water in Hole: 36' Weeping from Pit Face: 36'

Estimated Seasonal High Ground Water: 36'

DEEP OBSERVATION HOLE LOG TEST PIT #

Depth from Surface (Inches)	Soil Horizon	Soil Texture (USDA)	Soil Color (Munsell)	Soil Mottling	Other
0 - 34	F				
34 - 76	B	SL	10YR3/3		Fri.L
76 - 100	B	SL	7.5YR5/6	Hz D	Fri.L
100 - 156	C	F/LS	2.5Y 6/4	30"	Firm

Parent Material (geologic): Glacial Outw. Depth to Bedrock: N/A

Depth to Groundwater: 39" Standing water in Hole: 39" Weeping from Pit Face: 39"

Estimated Seasonal High Ground Water: 39"

Kinds of Organic Material
Fibric, Hemic, Sapric

Soil Structure:
Granular, Subangular Blocky, Platy (structureless, weak, moderate)

Geologic Origins / Parent Material:
Glacial Till: Compact, or Ablation (loose)
Gl. Outwash: Proglacial (stratified), Ice Contact (irreg.)
Lakebed Sediments, Floodplain Deposits;
Shallow to Bedrock

Particle Sizes & Rock Fragments

Fine: 0.1-0.25mm;	Med: to 0.5mm
Coarse: to 1.0mm;	V.Coarse to 2mm
Gravel	2mm to ¾ in.
Cobbles	3 to 10 in.
Stones	10 in. to 2 ft.
Boulders	greater than 2 ft.

Consistence: When Moist & Dry:

Loose / Firm	Loose / Soft
V. Friable / V. Firm	Slightly Hard
Friable / Firm	Hard / V.Hard

Soil Textural Type Abbreviations:
S=Sands, LS=Loamy Sand, SL=Sandy Loam
SIL= Silty Loam, SCL=Silty Clay Loam

MOTTLES:

Abundance		Size		Contrast
Few:	Mottles < 2% of surface	Fine:	< 5 mm	Faint
Common:	Mottles 2-20% of surface	Medium:	5 - 15 mm	Distinct
Many	Mottles > 20% of surface	Coarse:	> 15 mm	Prominent

Textural Class Modifiers (% by volume)

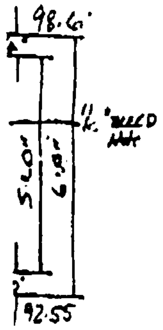
< 15%:	no modifier
15-35%:	gravelly, cobbly, stony, etc.
35-60%:	very gravelly
> 60%:	extremely gravelly
mucky:	organic cont. > 10% <30%

Typical Landforms (and typ. geology)
Drumlin / Till Ridge (compact till)
Ground Moraine (loose & compact till)
Kame Terrace / Kame Plain (ice contact)
Outwash Plain (proglacial outwash)
Pitted Outwash (ice contact outwash)
Esker (ice contact outwash)

(EXISTING) INV. AT FOUNDATION	98.5	
(EXISTING) INV. INTO SEPTIC TANK	97.70	
(EXISTING) INV. OUT OF SEPTIC TANK	97.45	
INV. INTO DISTRIBUTION BOX	100.42	100.61
INV. OUT OF DISTRIBUTION BOX	[illegible]	100.30
INV. AT BEGINING OF FIELD	100.15	100.14
INV. AT END OF LEACHING FIELD	100.00	99.99
BOTTOM OF STONE	99.00	99.49
WATER TABLE	95.4	

·20 LOADING

0.2



1 inch

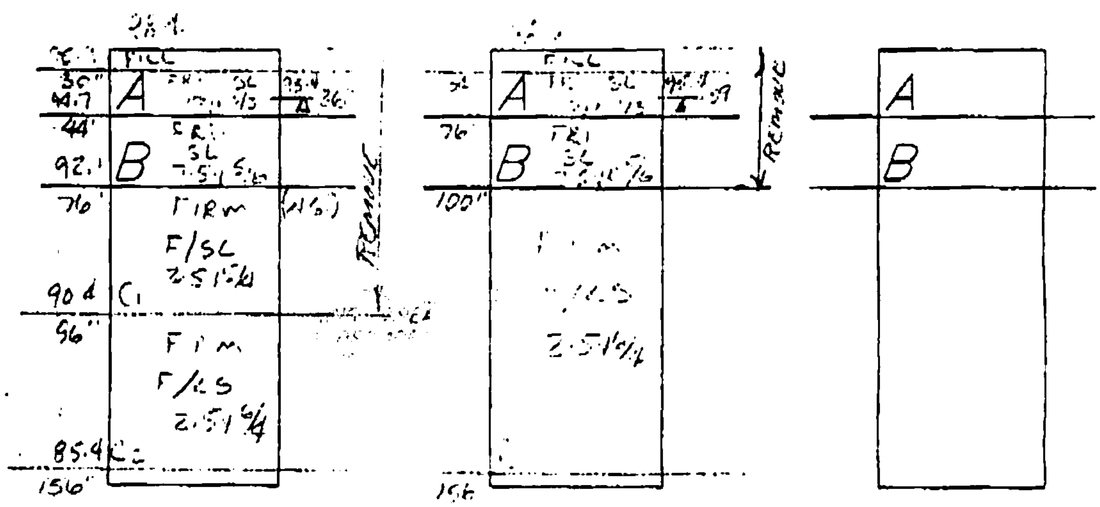
49 GAL PER DOSE

PUMP CHAMBER
= 16,848
= 5400
= 16,593

§ LIGHT

CONTROLS

T.P. 1 T.P. 2 T.P. 3



CLASS II SOIL

SOIL LOGS

SIEVE ANALYSIS

USE Rate Of 30 Minutes/Inch
Present During Tests On 5/27/98
Agent: [illegible]
Soil Evaluator: [illegible]

Bench Mark
TOP COVER OF
DRY WELL
ELEV. = 100

330 X 2 = 660 GAL. EXISTING 1000 GAL. S.T.

30 X 34 FIELD = 1020

NUMBER OF BEDROOMS 2 ea.
GALLONS/ BEDROOM = 110 gal.
REQUIRED GPD = 330 gal.
REQUIRED LEACHING AREA = 330 / 0.33 (@ 30 min./inch) = 1000 s.f.
LEACHING AREA PROVIDED = 1020 s.f. > 1000 s.f.
LEACHING CAPACITY = 336 gpd. > 330 gpd.

(PRESSURE DOSED SYSTEM DESIGN)

Issue	Date	Description	Drawn	Design	Check
#1	6/27/98	REPAIR OF SANITARY SYSTEM	AAW	AAW	[illegible]
#2	07/13/00	"AS BUILT"	AAW		[illegible]

EAGLE GAS HEALTH AND SAFETY PLAN

131 MAIN STREET

CARVER, MA 02330

DEP RTN 4-17582

DECEMBER, 2004

1.0 PURPOSE AND ORGANIZATIONAL STRUCTURE

This Health and Safety Plan (HASP) describes the lines of authority, responsibility, and communication for health and safety functions at the job site defined as Eagle Gas Station located at 131 Main Street in Carver, MA. The property is owned by Eagle Gas, Inc. and is defined by the Carver Assessors as on Map 74, Parcel 17 (the Site). The work zone for the proposed work includes areas of the Site as shown on Figure 1 of the plan entitled "Proposed Product Recovery, Eagle Gas Station, Carver, Massachusetts; date: Dec 2004; Scale: 1"= 30'; prepared by Decoulos & Company." The work zone extends to the east of the Site into the Main Street right-of-way. Eagle has executed a license agreement with the Town of Carver to conduct work within the right-of-way.

The purpose of this HASP is to identify the personnel involved in the development and implementation of the site health and safety plan and to describe their roles and responsibilities. This section also identifies other contractors and subcontractors involved in work operations and establishes the lines of communication among them for safety and health matters.

The organizational structure of this site's safety and health program is consistent with OSHA requirements in 29 CFR 1910.120(b)(2) and provides the following site-specific information:

* the general supervisor who has the responsibility and authority to direct all hazardous waste cleanup operations
* the site safety and health officer who has the responsibility and authority to develop and implement this HASP and verify compliance
* other personnel needed for cleanup operations and emergency response and their general functions and responsibilities
* the lines of authority, responsibility, and communication for safety and health functions

This chapter is reviewed and updated as necessary to reflect the current organizational structure at this Site.

1.1 Roles and Responsibilities

All personnel and visitors on this site must comply with the requirements of this HASP. The specific responsibilities and authority of management, safety and health, and other personnel on this site are detailed in the following paragraphs.

Project Manager (PM)

The PM has responsibility and authority to direct all work operations. The PM coordinates safety and health functions with the Site Safety

James J. Decoulos, PE, LSP
Tel: 617-489-7795

and Health Officer (SSHO), has the authority to oversee and monitor the performance of the SSHO, and bears ultimate responsibility for the proper implementation of this HASP. The specific duties of the PM are:

Preparing and coordinating the site work plan: providing site supervisor(s) with work assignments and overseeing their performance; coordinating safety and health efforts with the SSHO; ensuring effective emergency response through coordination with the Emergency Response Coordinator (ERC); serving as primary site liaison with public agencies and officials and site contractors.

Site Safety and Health Officer (SSHO)

The SSHO has full responsibility and authority to develop and implement this HASP and to verify compliance. The SSHO reports to the Project Manager. The SSHO is on site or readily accessible to the site during all work operations and has the authority to halt site work if unsafe conditions are detected. The specific responsibilities of the SSHO are:

Joel M. Cohen
Tel: 617-851-1325

> Managing the safety and health functions on this site; serving as the site's point of contact for safety and health matters; ensuring site monitoring, worker training, medical surveillance, and effective selection and use of PPE; assessing site conditions for unsafe acts and conditions and providing corrective action: assisting the preparation and review of this HASP; maintaining effective safety and health records as described in this HASP; coordinating with the Emergency Response Coordinator (ERC), Site Supervisor(s), and others as necessary for safety and health efforts.

Site Supervisor

The Site Supervisor is responsible for field operations and reports to the Project Manager (PM). The Site Supervisor ensures the implementation of the HASP requirements and procedures in the field. The specific responsibilities of the Site Supervisor are:

Paul B. Wright
Tel: 978-807-4888

> Executing the work plan and schedule as detailed by the PM; coordination with the Site Safety and Health Officer (SSHO) on safety and health; ensuring site work compliance with the requirements of this HASP.

Site Workers

Site workers are responsible for complying with this HASP, using the proper PPE, reporting unsafe acts and conditions, and following the lines of authority established for this project site.

1.2 Local/State/Federal Agency Representatives and Their Roles & Responsibilities

DEP Representative

The government representative for this site is Cynthia Baran. Ms. Baran is responsible for project administration and oversight for the Massachusetts Department of Environmental Protection (DEP), and can be reached at 508-946-2887.

2.0 SITE CHARACTERIZATION AND JOB HAZARD ANALYSIS

This section of the HASP identifies and describes safety and health hazards associated with site work. The purpose of characterization and job hazard analysis is to identify and quantify the health and safety hazards associated with each site task and operation, and to evaluate the risks to workers. With this information, risks are then eliminated if possible, or effectively controlled. The information contained in this section of the HASP is essential to effective preparation of all other sections of the HASP. This section of the HASP includes:

* site history
* job hazard analysis
* chemical and biological hazard information
* employee notification of hazards

The person responsible for ongoing site characterization and job hazard analysis at this site is **Jim Decoulos.**

2.1 Site History

On September 8, 1997, a release of petroleum was reported on Site to DEP. The release, reported by Bartlett W. Paulding, Jr., LSP, identified total petroleum hydrocarbons (TPHs), benzene and methyl tert-butyl ether (MTBE) in a monitoring well located south of the gasoline UST concrete pad. The petroleum constituents exceeded reportable concentrations for groundwater identified in the MCP at 310 CMR 40.0000. Mr. Paulding provided a response to the release on September 13, 1997 and a copy of his report is provided in Appendix I.

The installation of the monitoring well and groundwater sampling was triggered by actions at 132 Main Street and the subsequent notification assigned RTN 4-12848.

The Paulding Company, Inc. (PCI) subsequently filed an Immediate Response Action (IRA) Plan for the Site on September 16, 1997. The IRA Plan provided a history of UST storage on Site and a summary of groundwater sampling from residential drinking water supply wells located downgradient of the Site. Eight groundwater microwells were installed on the Site and surrounding area as

proposed in the IRA Plan. The borings for the wells identified elevated petroleum constituents in the soil that exceeded the S-3/GW-1 Method 1 cleanup standard in the MCP.

Groundwater sampling subsequently conducted by PCI revealed elevated levels of volatile petroleum hydrocarbon (VPH) fractions. The VPH analysis did not provide suitable accuracy for the determination of GW-1 Method 1 exceedances in the MCP as the method detection limits (MDLs) for analysis were not low enough.

Without submitting a Phase I Initial Site Investigation, PCI filed with DEP a Phase II Comprehensive Site Assessment, a Phase III Comprehensive Remedial Action Plan and a Class C Response Action Outcome (RAO) report on February 4, 1998.

On April 25, 1998, PCI submitted a report to the former owner of the Site, Richard S. Nantais, Trustee of Nantais Realty Trust (Nantais RT) describing the circumstances of the abandonment of two 1,000 gallon USTs beneath the building on Site (see Appendix 1). The USTs are shown on Sheet 1.

DEP subsequently audited the RAO and on December 8, 1998, issued a Notice of Noncompliance (NON) to Nantais RT. The NON identified a number of MCP violations with the RAO and report submissions. Shortly thereafter, Mr. Paulding withdrew as the LSP of record for the Site.

On March 18, 1999, Kaegael Environmental, Inc. (KEI) filed a Phase I Initial Site Investigation Report and Tier Classification for the Site. DEP reviewed the submittal and on April 26, 1999 notified Nantais RT that the Phase I report was incomplete and that section of the Numerical Ranking Scoresheet (NRS) needed to be modified. On July 21, 1999, KEI responded to DEP's April 26th notification and addressed all the issues that DEP had raised.

On November 27, 2001, KEI oversaw the advancement of the one-inch microwell BP-5RR on Site. The well was installed to address the loss of monitoring well BP-5 on Site from a concrete pad reconstruction. Also on that day, borings BP-4R and BP-5R were advanced.

KEI subsequently sampled groundwater monitoring wells on Site on December 17, 2002. Due to elevated petroleum readings at BP-5RR, KEI conducted a non-aqueous phase liquid (NAPL) measurement at the well on January 15, 2003. Approximately 10 inches of NAPL was observed. As a result of this finding, KEI contacted Eagle Gas and informed them that a reportable condition under the MCP existed. On January 21, 2003, Eagle notified DEP of the NAPL finding.

During the middle of May, 2003, a discovery was made by Eagle that the diesel supply fuel line, which runs from the southerly portion of the concrete pad to the northerly location (where the diesel UST resides), was not secure (see location of line on Sheet 1). It appeared that the unsecured line was releasing a small amount of diesel product to the ground - every time a diesel fuel delivery was made to fill the 5,000 gallon UST. Upon obtaining knowledge of this condition, all deliveries to the diesel UST were ceased.

The purpose of the remote diesel fill line was to restrict tanker deliveries to the southerly portion of the Site. Eagle Gas had designed the delivery line in this location to provide extra safety for its customers as they entered and exited the Site during a diesel fuel delivery.

At the end of May, 2003 the remote diesel delivery line was taken out of service. All diesel deliveries are now made directly over the fill manhole on top of the UST.

During a site inspection on May 16, 2003, James J. Decoulos inspected potential surrounding receptors to the NAPL impacted well BP-5RR. Due to the close proximity of the well to the stormwater drainage system on Main Street, an immediate concern of the NAPL discovery was that the product may travel underground along the exterior of the stormwater drainage piping. This potential preferential pathway outside the stormwater drainage pipes could pose an Imminent Hazard (IH) as described in 310 CMR 40.0950 of the MCP.

IH Evaluations are required to be performed as part of an Immediate Response Action. See 310 CMR 40.0426. Due to the GW-1 classification of the general area and the sensitive agricultural use of wetland resources in the Carver area, the IH Evaluation included an inspection of South Meadow Brook.

The South Meadow Brook inspection on May 16, 2003 revealed the presence of a sheen on the surface of the brook. The sheen was observed from Main Street on both the easterly (upgradient) and westerly (downgradient) portions of the brook.

Upon observation of the sheen and the apparent lack of connection with Eagle Gas, Decoulos reported the condition to the Carver Board of Health and the Carver Conservation Commission at Town Hall. Further inquiry resulted in a telephone call to the Carver Fire Department.

Chief Dana E. Harriman and Deputy Chief Craig F. Weston met Decoulos on Pond Street at the intersection with South Meadow Brook. This point was approximately 1.5 miles upgradient of the brook from the observed sheen location.

With the assistance of Chief Harriman and Deputy Chief Weston, the source of the sheen was identified as a stormwater outfall located approximately 300 feet north of the intersection of Main Street and South Meadow Street. Water emanating from the outfall appeared to be impacted from diesel fuel, home heating oil or waste oil.

DEP was contacted and Mark Jablonski from the Department responded to the scene at approximately 2:30 PM on May 16th. With the support of the Carver Department of Public Works, drainage structures in Main Street were removed and the headspace within each drainage structure was field screened for VOCs. The results of the headspace screening are presented on Sheet 1.

Although the drainage structures in front of the Site did not show any signs of petroleum impact, DEP issued a Notice of Responsibility (NOR) on May 16, 2003 to Eagle due to the likelihood that the source of the outfall contamination originated from the Site.

Absorbent booms have been placed at the outfall and the surrounding surface water pool. Pads and booms are required to be continuously monitored and replaced by Eagle as necessary.

2.2 Job Hazard Analysis

For a list of chemical hazards, please see tables 2 and 3 of the Phase I report dated April 30, 2004 prepared by Decoulos & Company. Based on the task /operation at the particular location, anticipated physical hazards have also been identified. Based on the best available knowledge of how that task/operation shall be performed, the likelihood of exposure to the hazards identified for the task/operation of constructing the diesel product recovery trench is expected to be minimal.

A recent soil boring program conducted on Friday, December 10, 2004 has revealed that headspace concentrations in the area of the proposed trench are not likely to exceed 50 parts per million (ppm). The information provided here is designed to satisfy the job hazard analysis requirements of 1910.120(b)(4)(ii)(A) and the workplace hazard assessment requirements of 1910.132(d).

Job Hazards shall be revaluated when:

* the Scope of Work is changed by adding, eliminating, or modifying tasks;
* new methods of performing site tasks are selected;
* observation of the performance of site tasks results in a revised characterization of the hazards;
* new chemical, biological, or physical hazards are identified;
* exposure data indicate changes in the concentration and/or likelihood of exposure; and,
* new/different control measures are selected.

5.0 PERSONAL PROTECTIVE EQUIPMENT

This section describes the Personal Protective Equipment (PPE) program. This chapter of the HASP describes how PPE is selected and used to protect workers from exposure to hazardous substances and hazardous conditions on this Site.

5.1 PPE Selection Criteria

Site safety and health hazards are eliminated or reduced to the greatest extent possible through engineering controls and work practices. Where hazards are still present, a combination of n initial level of PPE is assigned to each task to provide an adequate barrier to exposure hazards. Initial PPE ensembles are selected based on the anticipated route(s) of entry of biological and chemical hazards and their concentration. Ensemble materials are selected using permeation data supplied by individual manufacturers. Materials providing the greatest duration of protection have been chosen. Tear and seam strength of the PPE are also considered to ensure ensemble durability while work is performed. When necessary, multiple layers of protection are used to accommodate the range of hazards that may be encountered. Where possible, employees are provided with a range of component sizes to ensure properly fitted PPE.

The following PPE levels shall be required at this Site.

Level D Protection

Employees shall use Level D protection during tasks that have the following characteristics:

> During tasks where the atmosphere contains no known hazard and work functions preclude splashes, immersion, or the potential for unexpected inhalation of or contact with hazardous levels of any biological or chemical substances.

Criteria for PPE Upgrades and Downgrades

Jim Decoulos has authority to upgrade or downgrade PPE in a timely manner to respond to changing site conditions and to protect worker health and safety. Routine evaluation of the PPE program shall be conducted on a continuous basis.

8.0 DECONTAMINATION

This section describes how personnel and equipment are decontaminated when they leave the work zone of the proposed product recovery trench area. This chapter also describes how residual waste from decontamination processes is disposed. Decontamination procedures are designed to achieve an orderly, controlled removal or neutralization of contaminants that may accumulate on personnel or equipment. These procedures minimize worker contact with contaminants and protect against the transfer of contaminants outside designated work zones. They also extend the useful life of PPE by reducing the amount of time that contaminants contact and permeate PPE surfaces. The decontamination procedures described below are designed to meet the requirements of 1910.120(k) and include project-specific information about:

* the location and type of project decontamination facilities
* general and specific decontamination procedures for personnel and PPE
* general and specific decontamination procedures for equipment
* disposal of residual waste from decontamination
* decontamination equipment and solutions
* the monitoring procedures used to evaluate the effectiveness of decontamination

8.1 Decontamination Facilities

Decontamination is conducted in the contamination reduction zone (CRZ) shown on Figure 1. The area is located on the westerly side of the stockade fence, north of the existing building on Site. The location and design of the decontamination station minimizes the spread of contamination beyond this station.

8.2 Decontamination Procedures for Personnel and PPE

Decontamination procedures are designed for the level of PPE used. Project-specific procedures for personnel and PPE decontamination minimize the potential for hazardous skin or inhalation exposure, cross-contamination, and chemical incompatibilities.

The entire area overlies a drinking water aquifer that is used for public and private water supply. All decontamination procedures shall reflect the care necessary to protect the underlying aquifer.

8.3 Decontamination Procedures for Equipment

All tools, equipment, and machinery from the work zone are decontaminated in the CRZ prior to removal. Equipment decontamination procedures are designed to minimize the potential for hazardous skin or inhalation exposure, cross-contamination, and chemical incompatibilities.

The following are general equipment decontamination procedures established and implemented during this project.

General Equipment Decontamination Procedures:

* Equipment in the work zone that can be used again, that is still operable, and that will not pose an increased exposure hazard during re-use is left in the work zone until it is no longer needed. This eliminates unnecessary decontamination and reduces the potential for physical transfer of contaminants outside the work zone.
* Decontamination is required for all equipment exiting a contaminated area. Equipment may re-enter the work zone only after undergoing equipment decontamination procedures.
* Equipment that is transported regularly between the contaminated and clean areas of the facility (e.g., monitoring equipment) is carefully decontaminated each time it is removed from the work zone and the effectiveness of decontamination is monitored to reduce the likelihood that contamination will be spread outside designated work zones.
* Equipment that cannot be successfully decontaminated is disposed of as hazardous waste in designated containers.

8.4 Monitoring the Effectiveness of Decontamination Procedures

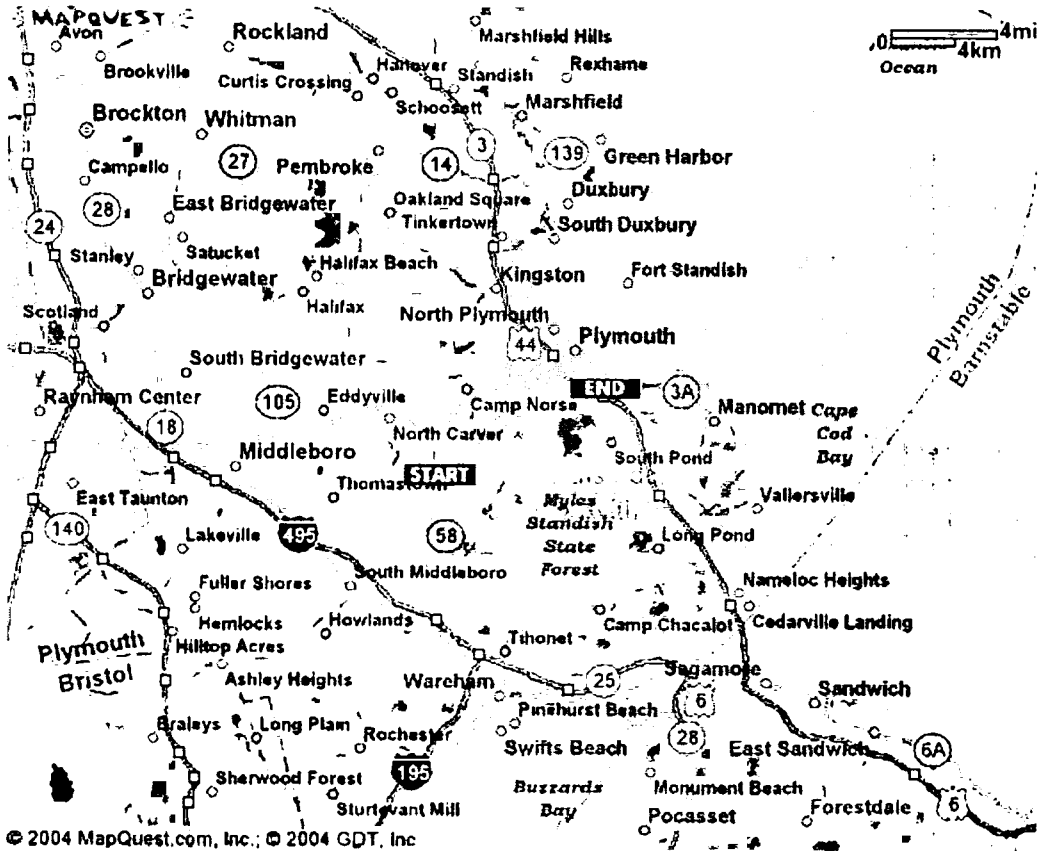
Visual examination and sampling are used to evaluate the effectiveness of decontamination procedures, in compliance with 29 CFR 1910.120(k)(2)(iv). Visual examination is used to ensure that procedures are implemented as described and that they appear to control the spread of contaminants under changing conditions. Where feasible, visual examination is also used to inspect for signs of residual contamination or for contaminant permeation of PPE.

Both air sampling and surface sampling are used to verify the effectiveness of decontamination. Air samples are taken in the clean zone to ensure that airborne contaminants have not spread to clean areas of the facility. Surface samples are taken from the inside surfaces of PPE, from decontaminated equipment, and from surfaces within clean areas of the facility to ensure that decontamination and control procedures are performing as anticipated.

Personnel who work in contaminated areas, either the Contamination Reduction Zone (CRZ) or the work zone, are trained in the principles and practices of decontamination described in this chapter of the HASP and in related SOPs. If procedures are changed as a result of inspection and monitoring, all affected employees are notified of these changes.

9.0 EMERGENCY RESPONSE PLAN

This is the site-specific emergency response plan. This chapter of the HASP describes potential emergencies at this Site, procedures for responding to those emergencies, roles and responsibilities during emergency response, and training that workers must receive in order to follow emergency procedures. This chapter also describes the provisions this site has made to coordinate its emergency response planning with other contractors on site and with off-site emergency response organizations.



Driving Route to Jordan Hospital

DRIVING DIRECTIONS TO JORDAN HOSPITAL

START: 131 Main St
Carver, MA 02330-1374

FINISH: 275 Sandwich St
Plymouth. MA 02360-2183

Total Est. Time: 23 minutes **Total Est. Distance:** 8.88 miles

1:
Start out going SOUTHEAST on MA-58/MAIN ST toward S MEADOW RD.
<0.1 miles

2:
Turn LEFT onto S MEADOW RD.
4.9 miles

3:
Turn SLIGHT LEFT onto FEDERAL FURNACE RD.
0.8 miles

4:
FEDERAL FURNACE RD becomes SUMMER ST.
1.6 miles

5:
Turn SLIGHT RIGHT onto PLEASANT ST.
<0.1 miles

6:
Turn LEFT onto SANDWICH ST.
1.0 miles

7:
Turn RIGHT to stay on SANDWICH ST.
0.3 miles

8:
End at 275 Sandwich St, Plymouth, MA 02360-2183 US

Table 9-4 Emergency Contact Information			
SITE PERSONNEL			
Title	**Contact**		**Telephone**
Project Manager	**Jim Decoulos**		**617-489-7795**
OUTSIDE ASSISTANCE	**Contact**	**Address/Location**	**Telephone**
Chemtrec			800-424-9300
Ambulance/EMS			508-866-3433
Police			508-866-2121
Fire			508-866-2121
State Police			508-866-2121
Local Emergency Response Agency			508-866-2121
Primary Medical Facility			508-746-9161
DEP Emergency Response Team			888-304-1133
National Response Center			800-424-8802

SIGNATURE PAGE

I have read, understood and agree to comply with the provisions set forth in this Health and Safety Plan and as reviewed in the Health and Safety Briefing by the Site Safety Officer.

Approved:

_____ _____

Site Safety Officer Date

Site Personnel

Signature	Affiliation	Date

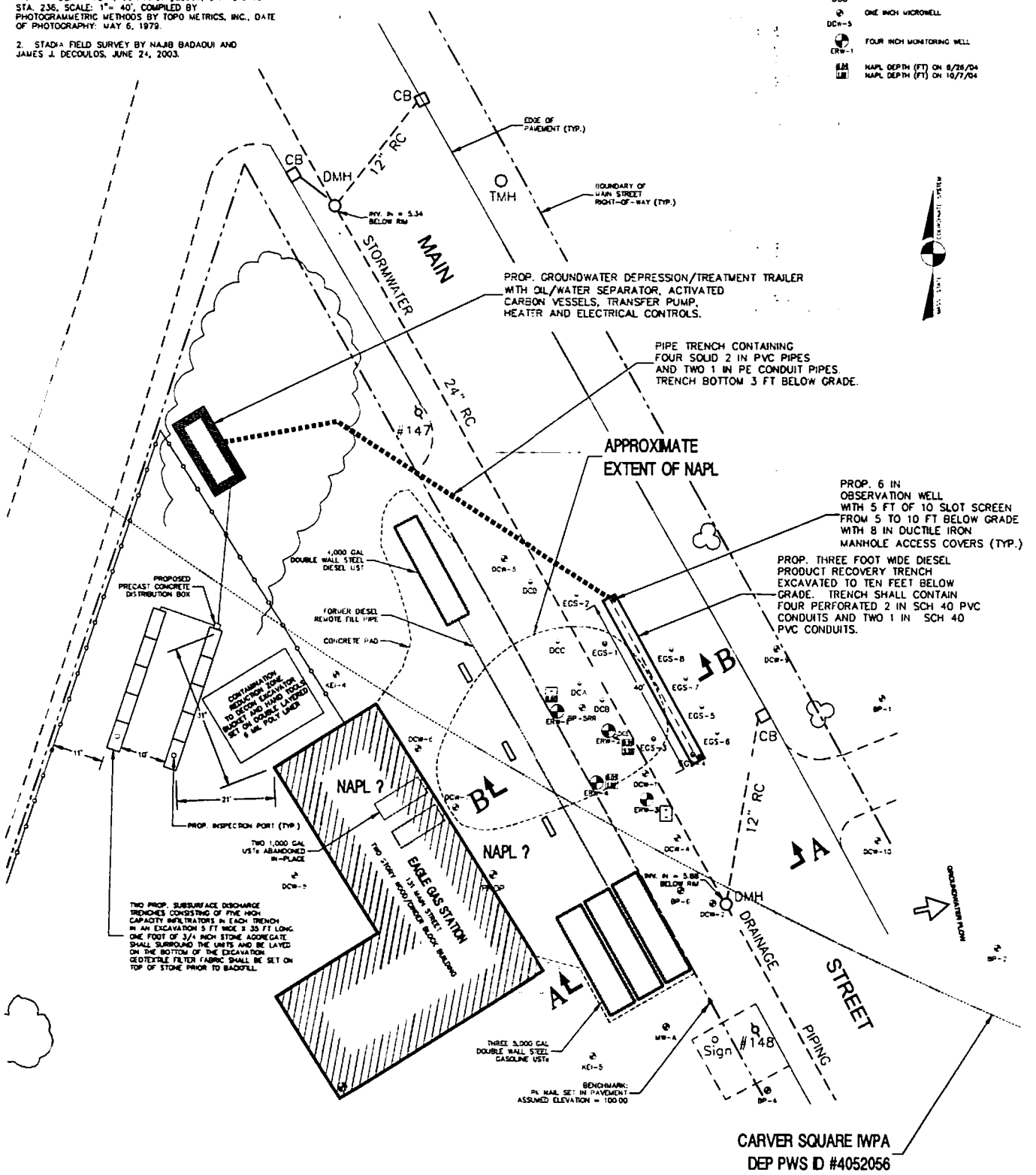
REFERENCES

1. LAYOUT OF ROUTE 58, WAREHAM – CARVER, MA HIGHWAY DEPARTMENT, CONTRACT #20907, STA. 213 TO STA. 236, SCALE: 1"= 40', COMPILED BY PHOTOGRAMMETRIC METHODS BY TOPO METRICS, INC., DATE OF PHOTOGRAPHY: MAY 6, 1979.

2. STADIA FIELD SURVEY BY NAJIB BADAOUI AND JAMES J. DECOULOS, JUNE 24, 2003.

LEGEND

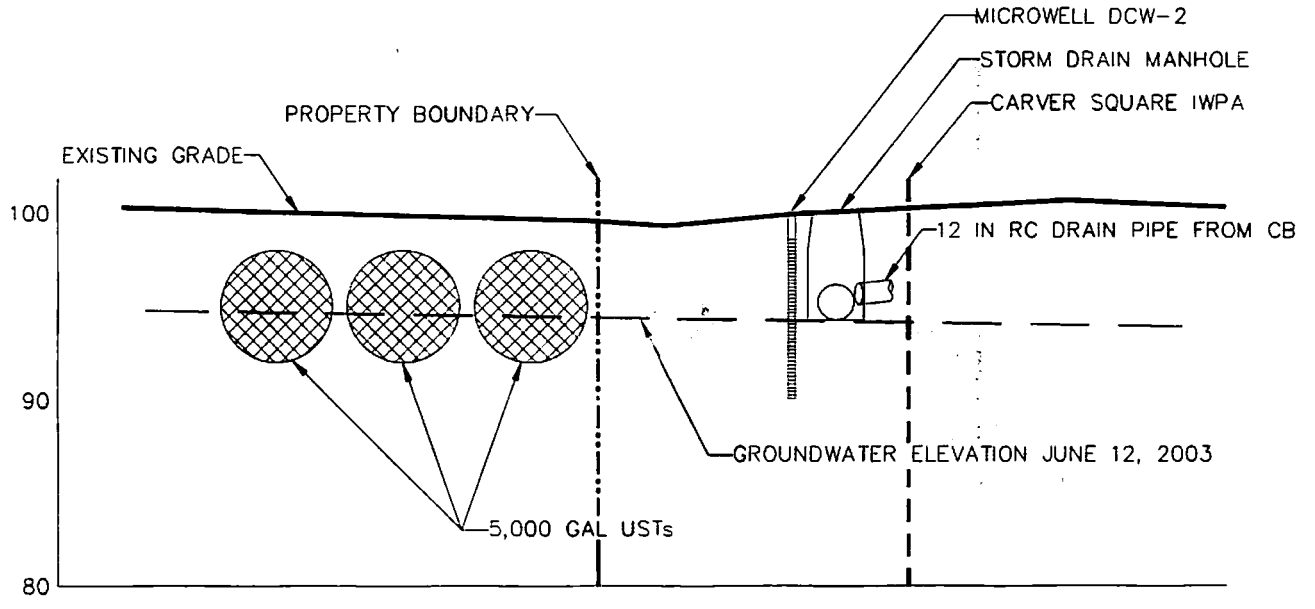
- ONE INCH SOIL BORING
- ONE INCH MICROWELL
- FOUR INCH MONITORING WELL
- NAPL DEPTH (FT) ON 6/26/04
- NAPL DEPTH (FT) ON 10/7/04



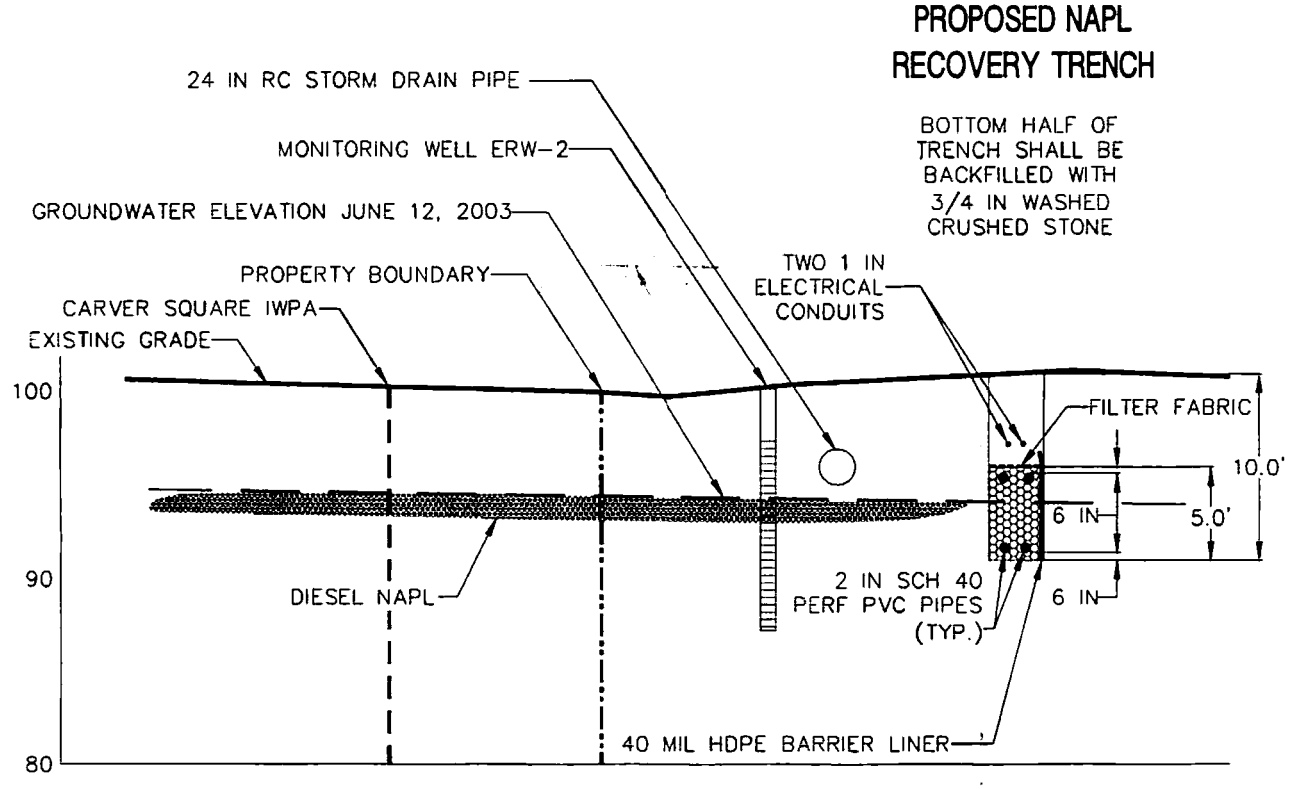
DECOULOS & COMPANY
3 ELECTRONICS AVE, DANVERS, MA 01923
WWW.DECOULOS.COM
617.489.7795

PROPOSED PRODUCT RECOVERY EAGLE GAS STATION CARVER, MASSACHUSETTS

DATE
DEC 2004
SCALE
1" = 30'
FIGURE NO.
1



SECTION A-A



SECTION B-B

DECOULOS & COMPANY 3 ELECTRONICS AVE, DANVERS, MA 01923 WWW.DECOULOS.COM 617.489.7795	**CROSS SECTIONS** **EAGLE GAS STATION** **CARVER, MASSACHUSETTS**	DATE DEC 2004 SCALE 1" = 10' FIGURE NO. 2

LICENSE TO ENTER AND USE REAL PROPERTY

This instrument is a license by and between the Inhabitants of the Town of Carver, Massachusetts, acting by and through its Board of Selectmen ("Licensor") and Eagle Gas, Inc., duly formed pursuant to the laws of the Commonwealth of Massachusetts, a corporation with a place of business at 131 Main Street, Carver, Massachusetts ("Licensee").

Whereas, Licensor is the owner in fee of a certain right-of-way known as Main Street as layed out by the Plymouth County Commissioners under petition of the Carver Board of Selectmen on May 8, 1951, and as amended under a petition filed on March 26, 1963. Main Street was formerly under the control of the Massachusetts Highway Department and was known as Route 58. Said layout is on file with the Plymouth County Commissioners as decree no. 1124, which is part of the Route 58 layout, Section 3, (the "Property"); and

Whereas, the Licensor is responsible for the care, custody, control and maintenance of said Property; and

Whereas, the Licensee has submitted an Immediate Response Action ("IRA") Plan Modification dated December 14, 2004 to the Massachusetts Department of Environmental Protection ("DEP") to fulfill its obligations for addressing a release of oil to the ground in accordance with the Massachusetts Oil and Hazardous Material Release Prevention Act, G.L. c. 21E and the regulation promulgated thereunder (the "IRA Plan"); and

Whereas, the Licensee desires to enter upon that portion of the Property owned by the Licensor as shown on the IRA Plan (the "Premises") in an area deemed suitable for excavating, boring, digging, and extracting materials or specimens located at the Premises for the purpose of assessing, inspecting, securing, and removing from time to time all or a portion of oil or hazardous materials during normal business hours and upon reasonable (24 hours) notice. The storage of materials during the term hereof and the access to the materials at the Property or Premises in favor of the Licensee shall be without cost or expense to the Licensor.

Now, therefore, Licensor hereby grants to Licensee the non-exclusive right to enter and use the Premises and to access the Premises from the Property subject to the following terms and conditions:

1. REFERENCE DATA

Date of License: December 14, 2004

Mailing Address of Licensor: Board of Selectmen
Carver Town Hall
108 Main Street
Carver, MA 02330

Mailing Address of Licensee:	Eagle Gas, Inc. 131 Main Street Carver, MA 02330
Permitted Use:	Excavating, boring, digging, and extracting oil or hazardous materials located at the Premises for the purpose of inspecting, assessing, securing, and removing from time to time oil or hazardous materials during normal business hours and upon reasonable (24 hours) notice and for analysis of the specimens.
Term of License:	Six (6) months from the date of this License
Consideration to be paid by Licensee:	$1.00

2. RIGHTS APPURTENANT

The Licensee shall have, as appurtenant to the License hereby granted, the non-exclusive use, in common with others entitled thereto, of the Premises for the period of this License and only for the purposes of the Permitted Use defined in Section 1.

3. CONDITION OF PREMISES

Licensee acknowledges and agrees that it accepts the Premises in "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Licensee of all permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, and compliance by the Licensee with such permits and licenses.

6. ALTERATION OF THE PROPERTY

Licensee shall not make any alterations or improvements upon the Premises except to undertake the Permitted Use under this License, and except to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by said Permitted Use.

7. LICENSEE'S EQUIPMENT

Licensee may bring such vehicles and other equipment upon the Premises as would ordinarily be used to undertake the Permitted Use.

8. UTILITIES

Licensor makes no representation as to the operation, presence or adequacy of any utilities for the construction and maintenance purposes of Licensee and Licensor has no obligation to supply any such utilities to the Premises.

9. CONDUCT OF LICENSEE

Non-interference with Licensor's Operations

Licensee shall at all times conduct itself so as not to interfere in any way with the operation of the Property or Premises by Licensor.

Compliance with Laws

Licensee shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.

Sanitation

Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse or construction debris.

Security

Licensor is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.

Costs of Operations

Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

Operations Limited to Permitted Use

Licensee shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License and except for any requirement set forth in this License. Licensee shall exercise of its rights under this license in such a manner as to minimize impacts on third parties operating over the Property and the Premises, and shall provide twenty-four hour written notification to Licensor of any anticipated interference with such operation by third parties.

10. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.

11. INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this License. In particular, Licensee shall indemnify, defend and hold harmless Licensor with regard to any claim or action brought by and private party or regulatory with regard to the release or threat of release of oil and/or hazardous material at or from the Premises as a result of Licensee's exercise of its rights under this License.

12. INSURANCE

The Licensee shall keep in force, at its sole cost and expense, during the full term of this License, comprehensive public liability insurance, in the amount of one million dollars ($1,000.000), insuring the Licensee and the Licensor against all claims and demands for personal injury or damage to or diminution in value of any property which may be claimed to have occurred upon the Premises or as a result of the exercise by Licensee of the rights granted by this License and naming the Licensor as a named insured. Failure to obtain and keep in force said insurance, and failure to provide the Licensor with proof of same, shall automatically terminate this License and any rights granted herein.

13. RIGHTS OF LICENSOR TO ENTER

The Licensor reserves the right and the Licensee shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's Permitted Use.

14. TERMINATION

This License is terminable at any time by the Licensor or the Licensee following notice by certified U.S. Mail, return receipt requested, to the other party. This License shall expire on the date specified in such notice.

15. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.

16. LICENSEE TO PROVIDE ALL INFORMATION OBTAINED

The Licensee shall provide to the Licensor all information, including but not limited to reports, data, and test results obtained by the Licensee, its employees, agents, and/or contractors resulting from the use described in section 1 of this License. This information shall be made available to the Licensor at the same time it is made available to the Licensee.

17. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.

The Licensee is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the Licensee in any contract or to incur any liability for or on the part of the Licensee.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

This License is to take effect as a sealed instrument.

LICENSOR: TOWN OF CARVER
BOARD OF SELECTMEN

12/14/04
Date

LICENSEE: EAGLE GAS, INC.

Authorized Signature

President
Title

NASIR BARAOUI
Print Name

12/15/04
Date