Appendix 2

State of New Jersey

Department of Environmental Protection

RICHARD J. CODEY
Acting Governor

BRADLEY M. CAMPBELL
Commissioner

IN THE MATTER OF THE MSLA 1-D SITE, PROGRAM INTEREST NO. NJD981877673, :

and :

THE TOWN OF KEARNY. :

SITE ACCESS AGREEMENT

RECITALS

The Town of Kearny ("the Town") grants the New Jersey Department of Environmental Protection, its contractor(s) and subcontractor(s) (collectively, "DEP") permission to enter upon certain property located at or near 1500 Harrison Avenue, Town of Kearny, Hudson County ("the Property"), this property being also known and designated as Block 285, Lot 2, on the Tax Map of the Town of Kearny, which DEP has designated as Site Remediation Program Interest No. NJD 981877673. The Property is depicted in the map attached to this Agreement as Attachment A.

I. PURPOSE

1. DEP and the Town are entering into this Agreement so DEP may enter upon the Property to perform the remediation DEP selected in the November 10, 1999 Remedial Action Plan in accordance with N.J.A.C. 7:26E. A copy of the November 10, 1999 Remedial Action Plan is attached to this Agreement as Attachment B.

II. DEP COMMITMENTS

2. In return for the Town granting DEP access to the Property, DEP agrees to the following:

a. DEP shall submit the relevant engineering plans and specifications for any remedial activity DEP will be preforming on the Property to the Town for review and comment as DEP develops them. The Town shall, withing 30 calendar days of receiving any such plans or specifications, provide DEP with its comments, if any, in writing. If the Town does

not provide DEP with its comments in the time and manner prescribed, DEP will consider the plans or specifications satisfactory to the Town, and will commence the remedial activity accordingly.

b. DEP will give the Town reasonable notice before commencing the on-site portion of the remediation.

c. DEP will ensure that its contractor(s) and any on-site subcontractor(s) shall properly manifest any hazardous waste generated during the remediation in accordance with all applicable federal and state statutes and regulations. For the purposes of this Agreement, the term "hazardous waste" shall have the meaning ascribed to it in N.J.A.C. 7:26-1.4 and N.J.A.C. 7:26-8.

d. DEP will ensure that if during the remediation, materials are generated, which in accordance with DEP guidance, are required to be stored in drums prior to removal, or in the event drums containing hazardous substances are to be removed from the Property, the drums will be placed in a secure area prior to removal, or will be over-packed in plastic or other approved containers to minimize weathering, the specifics of which will be set forth in the final construction plans and specifications for the remediation.

e. DEP will take reasonable measures to ensure that the remedial activities do not interfere with the existing landfill gas recovery plant's operation. In the event that any remedial activity may interfere with the gas plant's operation, DEP will provide the Town with a minimum of 7 calendar days notice, and will take reasonable measures to minimize the impact upon the plant's operation.

III. INDEMNIFICATION & INSURANCE

3. The State, for itself, its successors and assigns, agrees to indemnify the Town, its heirs, successors and assigns, from any and all liability, claims, damages and actions that may result from the negligent use or occupancy of the Property by the State, subject to the following exceptions: 1) The State shall have no obligation to indemnify or hold harmless the Town, its successors or assigns, or any of them, for any claims or damages for which the State would have no liability under the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 to -12-3) and the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 to -14-4); 2) the liability, if any, of the State shall be subject to the availability of the State of New Jersey's funds; and 3) the agreement of the State to indemnify, as

set forth in this paragraph, shall not apply to any claims, actions or damages that may arise out of, be occasioned by or result from any condition existing on, or which did exist on, the Property at the time of the execution of this Agreement, or at any time prior to the execution of this Agreement.

4. Besides any other requirement placed upon it by law and the contract(s) the State awards for the performance of the remediation, any contractor DEP retains for the remediation shall obtain comprehensive general liability insurance of $1 million per occurrence and in the aggregate. The policy shall include an endorsement for broad form property damage coverage. Further, the contractor shall:

a. Maintain such insurance for the duration of the remediation.

b. Name the Town as an additional insured on the certificate of insurance for each policy required by any Request for Proposal DEP issues for the remediation.

c. No later than 15 calendar days before commencing any on-site activity, deliver to the Town a copy of each certificate or policy evidencing the required coverage, with proof of payment of the premium, and a conformed copy of this Agreement.

IV. SITE SECURITY

5. DEP shall take, and the Town shall allow, all reasonable measures that DEP determines necessary to secure the Property during the remediation, the specifics of which shall be set forth in the final construction plans and specifications for the remediation.

V. TERM OF AGREEMENT

6. The Town shall promptly sign, date and return this Agreement to DEP. This Agreement shall take effect as of the date DEP's authorized representative signs and dates it.

7. Unless terminated sooner by mutual agreement of the parties, this Agreement shall expire upon DEP giving the Town written notice that use of the Property, or the remediation, is complete.

VI. GENERAL CONDITIONS

8. The Town agrees to notify DEP, in writing, no later than 30 calendar days before transferring title to some or all of the Property. The Town shall submit this notice to Ed Putnam, Assistant Director, Remedial Response Element, New Jersey Department of Environmental Protection, 401 East State Street, PO Box 413, Trenton, New Jersey 08625-0413.

9. This Agreement, including the Attachments, represents the entire agreement between the parties concerning site access, and supersedes all prior negotiations, representations, or agreements, either written or oral, unless otherwise expressly stated.

10. Except as otherwise provided, this Agreement may only be modified by the mutual agreement of the Parties. Further, any modification to this Agreement shall be in writing unless DEP, in its sole discretion, determines circumstances allow otherwise. Where any modification is verbal, DEP will document the modification, in writing, as soon as practicable.

11. This Agreement applies to and is binding upon DEP, the Town, their successors and assigns.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Ed Putnam, Assistant Director
Remedial Response Element

Dated: 5/24/05

TOWN OF KEARNY

Attest:

Name: Alberto Santos
Title: Mayor

Dated: May 28, 2005

2005-(R)- 260
RESOLUTION

BY: COUNCIL MEMBER Sherry

WHEREAS, the State of New Jersey, through its Department of Environmental Protection (NJDEP), is in the process of implementing environmental remediation and closure measures for the MSLA I-D Landfill which is partially located on property owned by the Town of Kearny (Block 285, Lot 2); and

WHEREAS, the NJDEP has requested that the Town of Kearny provide access to NJDEP and its contractors for the purpose of performing the environmental sampling and remediation at the site; and

WHEREAS, the Town of Kearny believes it is in the public interest to permit such access to promote the proper closure of the MSLA I-D Landfill; now

BE IT THEREFORE RESOLVED, that the Town of Kearny does hereby authorize the execution of the attached Site Access Agreement with the State of New Jersey to permit access for the aforesaid work to be undertaken by the NJDEP; and

BE IT FURTHER RESOLVED, that the Mayor and/or Town Administrator, and/or Town Clerk are authorized to sign the Site Access Agreement and any other document necessary in connection therewith.

ADOPTED: May 10, 2005

I hereby certify that the foregoing resolution was adopted by the Council on May 10, 2005

Doreen Cali

DOREEN CALI, RMC
TOWN CLERK

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SHERRY	X		X			
DOYLE			X			
PETTIGREW			X			
LANDY			X			
ARCE			X			
MC CURRIE			X			
ECKEL			X			
KRUSZNIS			X			
SANTOS		X	X			
ON CONSENT AGENDA			X YES		NO	

TOWN OF KEARNY
HUDSON COUNTY, NEW JERSEY
402 Kearny Avenue
Kearny, New Jersey 07032
(201) 955-7400 FAX (201) 991-0608

ALBERTO G. SANTOS
MAYOR
(201) 991-2462

FIRST WARD
ALEXA C. ARCE
DAVID KRUSZNIS

SECOND WARD
LAURA CIFELLI PETTIGREW
BARBARA CIFELLI SHERRY

DOREEN CALI, RMC
TOWN CLERK

THIRD WARD
CAROL JEAN DOYLE
EILEEN ECKEL

FOURTH WARD
MICHAEL LANDY
SUSAN MC CURRIE

May 18, 2005

State of New Jersey
Dept. of Environmental Protection
P. O. Box 413
401 East State Street
Trenton, New Jersey 08625-0413

Attention: Ed Putnam, Assistant Director
Remedial Response Element

Dear Mr. Putnam:

Please find enclosed a copy of resolution no. 2005-(R)-260 adopted at a Regular Meeting of the Kearny Mayor and Town Council on May 10, 2005. Also, please find enclosed two (2) copies of the agreement for the MSLA I-D Landfill.

Please sign both copies of this agreement, keep one for your file and return one fully executed copy to the Kearny Town Clerk's Office for our file.

Very truly yours,

Doreen Cali, R.M.C.
Town Clerk

Encl: (1) Reso
(2) copies of Agreement

cc: CFO
Michael Neglia

State of New Jersey
Department of Environmental Protection

Jon S. Corzine
Governor

Lisa P. Jackson
Commissioner

IN THE MATTER OF THE MSLA 1D LANDFILL
SITE ACCESS AGREEMENT
NJDEP PROGRAM INTEREST NO. G000006013

AND

NEW JERSEY DEPARTMENT OF TRANSPORTATION,
RESPONDENTS

RECITALS

The New Jersey Department of Transportation ("DOT") grants the New Jersey Department of Environmental Protection, its contractor(s) and subcontractor(s) (collectively "DEP") permission to enter upon certain property located at 1500 Harrison Avenue, Town of Kearny, County of Hudson ("the Site"), this property being also known and designated as Block 285, Lot 2A, on the Tax Map of the Town of Kearny ("Lot 2A"). The Site is depicted in the drawing attached to this Agreement as Attachment A.

I. PURPOSE

1. DEP and DOT are entering into this Agreement to allow DEP to enter onto Lot 2A to perform the remediation DEP selected in the November 11, 1999 Remedial Action Plan for the Site, a copy of which is attached to this Agreement as Attachment B. DEP will perform the remediation selected in the November 11, 1999 Remedial Action Plan in accordance with N.J.A.C. 7:26E.

II. CONSIDERATION

2. In return for the DOT granting DEP the right of access and maintenance set forth in Section I, DOT acknowledges it has received the following good and sufficient consideration:

DEP shall submit the relevant engineering plans and specifications for any remedial activity DEP will be performing on Lot 2A to DOT for review and comment as DEP develops them. DEP will submit all plans and specifications to Mr. Brian Strizki, Project Engineer. DOT shall, within thirty (30) calendar days of receiving any such plans or specifications, provide DEP with its comments, if any, concerning the plans or specifications, in writing. If DOT does not provide DEP with its comments in the time and manner prescribed, DEP will consider the plans or specifications satisfactory to DOT, and will commence the remedial activity accordingly.

III. TERMS OF AGREEMENT

3. DEP shall notify DOT when use of Lot 2A, or the remedial activities and operations and maintenance of these measures performed thereon, are completed. This Agreement shall expire upon DEP giving such notice, or upon completion of the remedial activities and operations and maintenance that DEP has selected for the Site, as certified by DEP, if not sooner terminated by mutual agreement of DEP and DOT.

4. After construction of the landfill perimeter access road and the subsurface barrier wall, which are part of the proposed remedial activities, DOT may notify DEP of its desire to regain use of Lot 2A on the north side of the subsurface barrier wall. Provided that DOT demonstrates to DEP's satisfaction that the proposed use does not result in structural damage to the subsurface barrier wall, access to that portion of Lot 2A will revert back to DOT.

5. Under no circumstances shall this Agreement be construed as granting DEP any right, title or interest of any kind or character in or about Lot 2A.

IV. INDEMNIFICATION & INSURANCE

6. The DEP, for itself, its successors and assigns, agrees to indemnify DOT, its employees, officials, successors and assigns, from any and all liability, claims, damages and actions that may result from the negligent use or occupancy of the Property by DEP, subject to the following exceptions: 1) The DEP shall have no obligation to indemnify or hold harmless the DOT, its employees, officials, successors and assigns, or any of them, for any claims or damages for which the DOT would have no liability under the New Jersey Tort Claims Act (N.J.S.A. *59:1-1* to 12-3) and the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 to 14-4); 2) The liability, if any, of the DEP shall be subject to the availability of the State of New Jersey's funds; and 3) The agreement of the DEP to indemnify, as set forth in this paragraphs, shall not apply to any claims, actions or damages that may arise out of, be occasioned by or result from any condition existing on, or which did exist on, the Property at the time of the execution of this agreement, or at any time prior to the execution of this agreement.

7. Besides any other requirements placed upon it pursuant to law and the contract the DEP may award for performance of the remediation, any contractor(s) DEP retains for the remediation, and any on-site subcontractor(s), shall obtain comprehensive general liability insurance of $1 million per occurrence and in the aggregate. The policy shall include an endorsement for broad form property damage coverage. Further, each contractor and on-site subcontractor shall:

a. Maintain such insurance for the duration of the remediation.

b. Name the DOT as an additional insured on the certificate of insurance for each policy required by the Request(s) for Bids DEP issues for the remediation contract(s).

V. SITE SECURITY

8. DEP shall take, and DOT shall allow, all reasonable measures that DEP determines are necessary to secure Lot 2A, within the limits of the proposed work area, during the remediation, the specifics of which will be set forth in the final construction plans and specifications for the remediation, which will be subject to review and comment by DOT.

9. This Agreement shall take effect on the date it is fully executed by all parties.

New Jersey Department of Transportation

By: _____ 5/21/07
Victor Akpu, Director, Division of Right of Way
and Access Management

Dated: 5-21-07

New Jersey Department of Environmental Protection

By: _____
Edward Putnam, Assistant Director
Division of Remediation Management and
Response

Dated: 6/14/07

attachments

KEARNY POLICE DEPARTMENT

237 Laurel Avenue
Kearny, New Jersey 07032
(201) 998-1313

FAX

FAX

John Dowie
Chief of Police

Sergeant Donald Felle
Record Bureau Supervisor

Record Bureau Fax
(201) 998-1410

TO: Mike Burlingame / NJ DEP

FAX# : 609-292-1975

FROM: Ptlm Patrick Sawyer Kearny Police Department Traffic Bureau

DATE: March 9 2009 TIME: 1015

SUBJECT: pay rate information for Harrison Avenue Project / Fall 2009

please add $2.00 administration fees to hourly rate for the Town of Kearny

48 hours and escrow account set up before officer cane be hired

The information contained in this facsimile message is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of the message is not the intended recipient, you are hereby notified that and dissemination, distribution or copying of this communication is **STRICTLY PROHIBITED.** If you receive this communication in error, please notify the Kearny Police Department at the number listed above. Thank You.

NUMBER of pages including this transmittal sheet: -2-

If you have not received all pages please call: 201-998-1313 ext 2818

* Eff. Feb 1st, 08

Kearny Policemen's Benevolent Association

BRANCH N. J. STATE P. B. A.

Local No. 21, Kearny, N. J.

P. O. BOX 115 — KEARNY, NEW JERSEY 07032

January 11, 2008

To Whom It May Concern:

I am writing this letter in regard to our new rate of pay for off duty traffic jobs. Beginning January 1, 2008 the new rate will be $60.68 per hour for all traffic details for the first eight (8) hours and any part of the hour after eight (8) hours will be at a rate of $65.00 per hour.

The vendor will contact The Town of Kearny Finance Department for administrative fees charged by the Town of Kearny.

Also, there will a two (2) hour cancellation time period. If the job is not canceled two (2) hours before the time scheduled, there will be a four (4) hour minimum paid for the detail. All details will be paid a minimum of four (4) hours pay.

Any holiday worked will be at the rate of $65.00 per hour. Details scheduled on Saturday and Sunday will also be paid at a rate of $65.00 per hour.

All night work (4:00pm – 7:00am) will be at a rate of $65.00 per hour.

The following is a list of the holidays to be paid at a rate of $65.00 per hour.

New Years Day	Martin Luther Kings Birthday	Lincoln's Birthday
Washington's Birthday	Good Friday	Easter
Memorial Day	Fourth of July	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

Thanking you in advance in this matter.

Sincerely,

Glenn Reade
President
Kearny Policeman's Benevolent Association
Local 21

Cc: Chief of Police John Dowie
Business Administrator Mr. Joseph D'Arco

WILLIAMS GAS PIPELINE - TRANSCO

REQUIREMENTS FOR CONSTRUCTION OR MAINTENANCE ACTIVITIES

I. Notification

a. TRANSCO shall be notified at least seventy-two (72) hours prior to any construction or maintenance activities across, on, or in the vicinity of its facilities. Facilities shall include, but not be limited to, rights-of-way, fee properties, easements, pipelines, M&R buildings, and valve sites. No equipment shall enter onto TRANSCO facilities unless a TRANSCO representative is on location.

b. No excavation shall occur in the vicinity of TRANSCO's facilities until:

1) proper telephone notification has been made to the appropriate One Call System

Texas	(800) 344-8377
Texas (Houston)	(800) 669-8344
Louisiana	(800) 272-3020
Mississippi	(800) 227-6477
Alabama	(800) 292-8525
Georgia	(800) 282-7411
South Carolina	(800) 922-0983
North Carolina	(800) 632-4949
Virginia	(800) 552-7001
Virginia (north)	(800) 257-7777
Maryland	(800) 257-7777
Pennsylvania	(800) 242-1776
New Jersey	(800) 272-1000
New York City	(800) 272-4480

2) a TRANSCO inspector is on site to monitor the excavation activities.

2. Drawings for Proposed Construction or Maintenance

Any proposed construction or maintenance activities in the vicinity of TRANSCO's facilities require submittal of plan and profile drawings for prior review and approval by TRANSCO. Three (3) copies of these drawings must be submitted to TRANSCO's Division Office. All drawings must show, in detail, all of TRANSCO's facilities and other landmarks that will allow TRANSCO to determine the effects of the proposed construction or maintenance activity on its facilities.

3. TRANSCO Easement/Reimbursement

a. TRANSCO will determine if an **encroachment agreement** will be required for any proposed construction or maintenance within TRANSCO's right-of-way. This agreement, prepared by TRANSCO, will outline the responsibilities, conditions, and liabilities of each party. This agreement will be fully executed and in TRANSCO's possession prior to any work being done on the right-of-way.

b. TRANSCO will determine if a **reimbursement agreement** will be required for any proposed construction or maintenance within TRANSCO's right-of-way. This agreement, prepared by TRANSCO, will outline the reimbursement procedure for necessary and appropriate preliminary engineering and actual field

inspection work to be completed by TRANSCO. This fully executed agreement, including a check made payable to "Transcontinental Gas Pipe Line Corporation" for the estimated cost of TRANSCO's services, will be in TRANSCO's possession prior to any work being performed on the right-of-way.

4. Insurance Coverage

TRANSCO, at its discretion, may request evidence of comprehensive general liability insurance coverage in the minimum amount of $2,000,000 prior to any construction or maintenance activity in the vicinity of its facilities. In the event of excavation under TRANSCO's lines, Transcontinental Gas Pipe Line Corporation must be **named as additional insured**.

5. Crossing Pipelines with Heavy Equipment

To protect TRANSCO's facilities from external loading, TRANSCO will perform a field survey and an engineering study to determine the effects of any proposed activity over its pipelines. Mats, timber bridges, or other protective materials deemed necessary and appropriate by TRANSCO must be placed over TRANSCO's facilities for the duration of any loading. Protective materials shall be purchased, placed, and removed at no cost to TRANSCO, with the right-of-way returned to its original condition upon completion.

6. Excavation, Cuts, or Fill in the Vicinity of TRANSCO's Pipelines

a. **A TRANSCO representative must be on location prior to construction activity within TRANSCO's right of way.**

b. No heavy equipment of any type will be permitted to work directly over TRANSCO's pipelines.

c. Machine excavation will not be permitted within 5-feet of the staked location of a buried structure or facility until the structure or facility is positively located by probe rod, pipe locator or hand excavation. All excavation within twenty-four (24) inches of any TRANSCO pipeline will be performed by hand. At the discretion of TRANSCO's onsite representative, excavators may be required to hand dig beginning at a distance greater than twenty-four (24) inches.

d. All excavations within the right-of-way shall be backfilled with a maximum of twelve (12) inch lifts using mechanical compaction equipment. Compaction equal to the existing undisturbed soil must be achieved.

e. No grade cuts will be permitted within TRANSCO's right-of-way unless otherwise agreed to in writing by TRANSCO and with TRANSCO's representative on location. An engineering study will be performed to ensure that the lateral stability of TRANSCO's pipelines is not affected.

f. When boring under TRANSCO's pipelines, contractor shall expose 24" below the bottom of each pipeline to ensure maintaining 24" of clearance. Plan and profile drawings are required for all proposed borings.

g. No fill shall be permitted over TRANSCO's pipelines unless otherwise agreed to in writing by TRANSCO.

h. The minimum earth cover over TRANSCO's pipelines shall be thirty six (36) inches.

i. No trash or debris shall be placed in any excavation or left in or on the right-of-way.

j. The digging equipment shall have a bar welded across the teeth and side cutters removed from the bucket.

7. Aboveground Structures

In order to provide for the adequate maintenance and operation of TRANSCO's facilities, no aboveground appurtenances or structures are to be located within TRANSCO's right-of-way. The appurtenances and structures include, but are not limited to, the following: utility poles, steel towers, guy wires, other structures supporting aerial lines, satellite dishes, manholes, catch basins, utility pedestals, transformers, fire hydrants, utility sheds, etc.

8. Proposed Pipe and Utility Lines

a. General Requirements

1. All underground utility lines will cross TRANSCO's pipelines with a minimum of eighteen (18) inches of vertical clearance. If an agreement is reached to allow a foreign line to cross over or under TRANSCO's pipelines, the owner of the foreign line will bear all costs of relocating its line, if at any future date, TRANSCO deems the relocation necessary for the continued operation, maintenance, or construction of TRANSCO's facilities.

2. All foreign lines will cross TRANSCO's facilities at an angle of ninety (90) degrees, or as near as possible thereto. Buried utility lines must be identified with permanent aboveground markers where lines enter and exit TRANSCO's right-of-way. It is the line owners responsibility to obtain any rights to install the markers, and to maintain the markers. Longitudinal occupancy of TRANSCO's right-of-way will not be permitted.

3. No manholes, valves or other appurtenances will be permitted within TRANSCO's right-of-way.

4. Vertical or horizontal bends are not permitted within TRANSCO's right-of-way for any utility line installed.

5. TRANSCO's facilities are cathodically protected. All other cathodically protected facilities that enter or cross TRANSCO's right-of-way must have test leads installed. All necessary measures (coatings, electrical bonds, etc.) shall be taken to ensure that the proposed pipe or utility is adequately protected from potential interference effects. Any inquiries for cooperative testing should be directed to TRANSCO's Division office, Attention: Pipeline Integrity Manager.

6. All underground utilities (other than residential telephone, cable TV and 24 volt DC power lines) shall have plastic identification tape installed no closer than eighteen (18) inches above the line.

b. Water and Sewer Lines

All water and sewer lines shall be either (1) ductile iron or steel pipe (adequately protected from TRANSCO's cathodic protection system) or (2) plastic pipe encased in steel casing for the full width of the right of way. No piping connections will be allowed within 5' of any TRANSCO line.

c. Communication, Power or Combustible Material Lines

1. All underground fiber optic cables, telephone and television cables (other than residential telephone and cable TV) crossing TRANSCO's facilities shall be installed in rigid steel casing (minimum of Schedule 40) for the full width of the ROW.

2. All underground electric cables except 24 volt DC power lines (including single residential service drops) crossing TRANSCO's facilities shall be installed in rigid steel casing (minimum of Schedule 40) for the full width of the ROW.

3. All underground residential telephone, cable TV and 24 volt DC power lines shall be encased in plastic conduit for the full width of the ROW.

4. All underground plastic combustible material lines (including single residential service drops) crossing TRANSCO's facilities shall be installed in rigid steel casing (minimum of Schedule 40) for the full width of the ROW.

5. All underground steel combustible material lines crossing TRANSCO's facilities shall be concrete-coated for the full width of the ROW.

Note: Additional protection may be required in certain situations.

9. Proposed Roads, Streets and Commercial Driveways

a. Field surveys and engineering studies will be conducted for all roads, streets, driveways, etc., proposed to be constructed on TRANSCO's right-of-way. Pipe casing, reinforced concrete slabs, or other types of protection that may be required by TRANSCO will be installed at no expense to TRANSCO.

b. The minimum earth cover over TRANSCO's pipelines will be thirty six (36) inches at all roads, highways, streets, etc., including adjacent ditch lines.

c. Roads and streets crossing over TRANSCO's pipelines shall cross at an angle of 90 degrees, or as near as possible thereto. All crossings must be over straight pipe and at locations free of any crossovers. Longitudinal occupancy of the right-of-way will not be permitted.

d. A permanent pipeline marker, supplied by TRANSCO, will be installed at all road crossings.

e. Paving of any type will necessitate an encroachment agreement. TRANSCO will retain the right to cut all present and proposed paved areas for maintenance and operation of its facilities and for the construction of future facilities, and will have no responsibility for the restoration of the pavement, loss of use of the paved area, loss of access across the paved area, or any other associated costs.

f. Access to the earth above each pipeline for leak detection (flame ionization) and cathodic protection surveys must be maintained.

10. Disposal Systems

No septic tanks, liquid disposal systems, or hazardous waste disposal systems will be allowed on the right-of-way nor within twenty five (25) feet of TRANSCO's facilities. This will include, but not be limited to, effluent from sewage disposal systems, the discharge of any hydrocarbon substance, the discharge or disposal of any regulated waste, or any other discharge that may prove damaging or corrosive to TRANSCO's facilities.

11. Impoundment of Water

a. In order to provide for the adequate maintenance and operation of TRANSCO's facilities, the impoundment of water on TRANSCO's right-of-way will not be allowed.

b. Temporary soil erosion and sediment control devices and storm water detention basins/traps will not be permitted on TRANSCO's right-of-way unless otherwise agreed to in writing by TRANSCO.

12. Blasting

No explosive detonations will be permitted within 200' of TRANSCO's facilities without (1) prior analysis and written approval from TRANSCO and (2) TRANSCO's representative on site during blasting. To determine if the detonation stresses will be detrimental to the safety of TRANSCO's facilities, information required to complete TRANSCO's "Blasting Data Sheet" must be submitted to TRANSCO for evaluation and approval at least two (2) weeks prior to the proposed date of blasting activity. The contractor performing the blasting will be required to verify by signature the proposed blasting plan.

13. Landscaping

a. Trees are not permitted on the Company's right of way.

b. No large, deep-rooted shrubs are permitted on the Company's right of way.

c. On properties with undefined right of way widths, trees must be kept a minimum of twenty-five (25) feet from the edge of the outermost pipelines.

d. With prior approval from the Company, the planting of lawn and shallow-rooted, low growing shrubs (less than five (5) feet in height at maturity) will be permitted provided that the shrubs are located at least five (5) feet from the edge of each pipeline, thus allowing clearance over each pipeline for periodic inspections of the Company's facilities.

e. Under no circumstances will mechanical equipment of any type be permitted to be used in the planting of shrubs.

f. TRANSCO reserves the right to cut and/or remove landscape plantings placed on the Company's right of way as required in the operation, inspection and maintenance of its pipeline facilities; further, the Company assumes no responsibility for any cost involved in the replacement of said cut and/or removed landscape plantings.

g. TRANSCO will determine if an encroachment agreement, outlining the responsibilities, conditions and liabilities of each party, will be required. If it is determined that an encroachment agreement is required, the agreement must be fully executed and in the Company's possession prior to the commencement of any planting.

14. Pipeline Markers

Developer/Contractor will ensure that all temporary and permanent pipeline markers installed by TRANSCO are protected and maintained at all times during construction. Any permanent markers damaged or removed by the Developer/Contractor will be replaced by TRANSCO at the Developer/Contractor's expense. No work will be allowed to commence until, in the opinion of TRANSCO, sufficient pipeline markers are in place.

15. Right of Ingress and Egress

TRANSCO will have unrestricted right of ingress and egress to all of its facilities at all times. TRANSCO, at its discretion, may require that new fences have a twelve (12) foot wide gate installed by the developer/contractor

where the fence crosses the right-of-way. The gate shall be installed as to minimize vehicular and equipment travel over TRANSCO's facilities.

16. Compensation for Damages

TRANSCO shall be fully and completely compensated for any damage to its facilities resulting from the acts of third parties who are acting in the vicinity of TRANSCO's facilities with or without TRANSCO's consent.

17. Indemnification

TRANSCO shall be indemnified from and against all claims, losses, demands, damages, causes of action, suits, and liability of every type and character, including all expenses of litigation, court costs, and attorneys fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with third party work in the vicinity of TRANSCO's facilities.

18. Statement Regarding Existing Rights

Nothing contained herein shall be construed to convey, waive, or subordinate any of TRANSCO's existing rights whatsoever.

19. Statements Regarding Requirements for Construction or Maintenance

Some construction and maintenance activities are reviewed and approved at one point in time, and it may be a long period of time before the actual work takes place. Therefore, all construction and maintenance activities are subject to TRANSCO's requirements in effect at the time the work actually takes place. In addition, the requirements described in this document represent the minimum acceptable standards regarding third party construction and maintenance activities in the vicinity of TRANSCO's facilities. TRANSCO's review of these proposed activities may require more stringent protective measures.