# INTERIM RESPONSE CONSTRUCTION SUMMARY REPORT FOR MERCURY REMOVAL

JULIO PROPERTIES – RIPLEY WATERFRONT JULIO SALVAGE (20675 ROYCE ROAD) HOUGHTON COUNTY, MICHIGAN



May 2020

PREPARED FOR: MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY REMEDIATION & REDEVELOPMENT DIVISION CALUMET FIELD OFFICE CALUMET, MICHIGAN



### TABLE OF CONTENTS Interim Response Construction Summary Report for Mercury Removal Site ID: 31000098 Houghton County, Michigan

## SECTION:

# PAGE NO .:

1.0	INTROD 1.1 1.2	UCTION Project Location Project Background	. <b>1</b> .1
2.0	OBJECT	TIVE AND SCOPE OF WORK	.2
3.0	INTERIM	I RESPONSE ACTIVITIES	.2
4.0	SUMMA	RY AND CONCLUSIONS	.2
5.0	RECOM	MENDATIONS	.2

# FIGURES

Figure 1	Project Location Map
Figure 2	Elemental Mercury Removal Area (Julio Salvage)

## APPENDICES

Appendix A	Emergency Procurement Action F	orm

Appendix B Purchase Order

- Appendix C Mercury Removal Response Scope of Work
- Appendix D Waste Management Records
- Appendix E Photographic Log

# 1.0 INTRODUCTION

The Mannik & Smith Group, Inc. (MSG) has prepared this *Interim Response Construction Summary Report for Mercury Removal* (CSR) for the Julio Salvage parcel located at 20675 Royce Road that is a portion of the Julio Properties – Ripley Waterfront project located in Ripley, Houghton County, Michigan. This CSR summarizes the mercury removal interim response (IR) completed at the Julio Salvage parcel that entailed the removal and disposal of elemental mercury and mercury affected soil/debris and scrap metal. This CSR was prepared in accordance with the *Indefinite Scope Indefinite Delivery (ISID) Discretionary Proposal for FS and Remedial Action Activities* (24 February 2016) and *Work Plan Augmentation No. 2* (25 September 2019) prepared by MSG in response to requests from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division (RRD), Calumet Field Office under MSG's 2015 Environmental Services ISID Contract Number 00538 with the State of Michigan.

## 1.1 Project Location

The Julio Properties – Ripley Waterfront project consists of three non-contiguous parcels along the north shoreline of the Portage Canal in Ripley, Houghton County, Michigan. Depicted on *Figure 1, Project Location Map* are the location and approximate parcel boundaries for the Julio Salvage parcel that is the subject of this CSR.

Ripley Products, an operating metal fabricating facility, is situated in the northwest corner of the Julio Salvage parcel and inactive salvage yard operations and construction related boneyards cover the balance of the land area. The all season, multi-user recreational Michigan Department of Natural Resources (MDNR) Lake Linden Route trail (a.k.a. Trail No. 3) traverses the Julio Salvage parcel. The Julio Salvage parcel is bordered to the north by Michigan Department of Transportation Highway M-26, to the south by the Portage Canal, and to the east and west by a mixture of residential/commercial/vacant, and former industrial properties. *Figure 2, Elemental Mercury Removal Area*, depicts features and the area of mercury removal at the Julio Salvage parcel.

# 1.2 Project Background

As part of the Abandoned Mining Wastes – Quincy Mining Company Portage Operations Area Site Investigation activities, EGLE RRD identified potential concerns in the Ripley waterfront area involving groundwater, surface water, sediments, and soil. Priority concerns that were evaluated and deemed to potentially require IRs include: significant terrestrial sources of polychlorinated biphenyls; asbestos containing material; residual process materials; abandoned containers; limited areas of soil in which there are Direct Contact Criteria and Particulate Soil Inhalation Criteria exceedances; and physical hazards. In addition, while field screening with a Lumex Mercury Vapor Analyzer, a release of elemental mercury was detected on 17 July 2019. On 18 July 2019 the parcel owner covered and fenced the elemental mercury release area.

In the case of the Julio Salvage parcel, the identified risks posed potential threats to human and ecological receptors, including but not limited to human health risks in the event of direct contact with affected media and inhalation of mercury vapors, and the on-going mercury release into the environment, including the Portage Canal. The risk to human health and the environment posed by the elemental mercury was considered a particularly high priority given its proximity to the all season, multi-user recreational MDNR Trail and the Portage Canal.

Based on these conditions the EGLE Upper Peninsula RRD staff prepared an Emergency Procurement Action Form included in *Appendix A, Emergency Procurement Action Form*. Upon authorization, RRD contracted an IR that removed and disposed of elemental mercury and mercury affected scrap metal, debris, and soils on the Julio Salvage parcel to mitigate potential risks to human health and the environment.

# 2.0 OBJECTIVE AND SCOPE OF WORK

The objective of the IR was to reduce potential exposure to the public and environment through removal and disposal of elemental mercury and mercury affected scrap metal, debris, and soils in the area in which visible elemental mercury was discovered. To meet this objective MSG developed a Trade Contractor (TC) scope of work and assisted EGLE with soliciting bids in accordance with EGLE RRD Emergency Funding and Procurement Procedures.

# 3.0 INTERIM RESPONSE ACTIVITIES

MSG supported the EGLE RRD in the procurement and oversight of the TC during implementation of the IR. The TC selected and retained by the State of Michigan was Clean Harbors Environmental Services, Inc. (CHES) of Germantown, Wisconsin. Refer to *Appendix B, Purchase Order*. CHES completed the work in accordance with the TC procurement package included in *Appendix C, Mercury Removal Response Scope of Work* between 19 August and 18 October 2019. The IR activities included removal of elemental mercury, screening and sorting of potentially affected scrap metal and debris, excavation of affected soils, and containerization of all wastes pending characterization and disposal. Documentation of waste disposal is included in *Appendix D, Waste Management Records*. Photographs of the IR operations are included in *Appendix E, Photographic Log*.

# 4.0 <u>SUMMARY AND CONCLUSIONS</u>

The following mercury removal IR operations were completed at the Julio Salvage parcel within the Julio Properties – Ripley Waterfront area:

- Screened, collected, containerized, and transported for disposal 25 cubic yards of mercury affected scrap metal and debris.
- Screened, excavated, containerized, and transported for disposal 550 pounds of mercury affected soil.
- Recovered, containerized, and transported for disposal 20 pounds of elemental mercury mixed with debris.

The completed IR operations met the objective of mitigating the potential risks to human health and the environment posed by the elemental mercury spill.

# 5.0 <u>RECOMMENDATIONS</u>

MSG has the following recommendation:

- Notify project stakeholders of the completed IR.
- Collaboratively address the other priority concern areas at the Julio Salvage parcel with project stakeholders.







![](_page_7_Picture_0.jpeg)

**Emergency Procurement Action Form** 

![](_page_7_Picture_2.jpeg)

# EMERGENCY PROCUREMENT ACTION FORM

Site Name: Ripley He	g Removal	County: Houghton
Index: 44251	PCA: 42050	Project #: 6996
ERD Staff Contact: A	Amy Keranen	Date of Emergency: 7/26/19
Contacted by:		
District Supervisor's S	Signature:	

**Site Description:** The Ripley Hg Removal portion of the Abandoned Mining Wastes (AMW) – Quincy Mining Company Operations Area (QMCP) Area D Project involves a documented mercury release identified during field screening in an active salvage yard. Elevated mercury vapor readings were recorded in and near a scrap metal and debris pile, and surface soils where elemental mercury was observed. The release occurred in a publically accessible area, within approximately 40 feet of the Copper Heritage Trail, an MDNR-owned and maintained recreational trail that traverses Area D.

Failure to undertake emergency response actions will allow for the on-going release into the environment, including the Portage Canal which is within approximately 120 feet of the release area, and its continued presence in an area accessible to the public.

### Cause of Emergency:

Spilled elemental mercury in the environment is accessible to the public and has the potential to migrate to groundwater and the nearby Portage Canal.

### **Specific Threats:**

Mercury vapor concentrations that exceed action levels are present in a location accessible to human direct contact and inhalation, and have been released into the soil and potentially groundwater and surface waters of the Portage Canal.

**Action Taken:** Because of the imminent threat the emergency procurement process is being utilized to contract mercury spill cleanup. Specifications have been developed and three bids were solicited on 7/25/19.

**Additional Information:** 1 bids was received on 7/30/19. Based on the evaluation, it is recommend that the bid be award to Clean Harbors Environmental Services, Inc. for \$32,915.00.

Their address is:

N104 W13275 Donges Bay Rd Germantown, WI 53022

Point of Contact:

Joshua M. McCollum Field Service Specialist <u>mccollum.joshua@cleanharbors.com</u> Cell: 262-328-7743 Office: 262-474-6399

## Funding Source:

## Authorized by:

Responsible Party: Ripley Products, Julio Marine & Salvage

**Cost Recovery:** 

![](_page_10_Picture_0.jpeg)

![](_page_11_Picture_0.jpeg)

## Reference PO number to ensure prompt payment

Vendor Name:       Clean Harbors Environmental Services, Inc.       Address Code:       ADdress:       6400 Sterling Dr N, Sterling Heights, MI 48312-4514         Document Description:       #19-10 RIPLEY MERCURY REMOVAL/HANCOCK SCRAP YARD; EMERGENCY       Modification Reason:         Vendor Contact:       Kontact Information:       Name:         Vendor Contact:       Name:       E-mail:         Phone:       313-732-1148       Ext:       E-mail:         E-mail:       Ship To:       RRD         Department of Environment, Great Lakes, and Energy       Department of Environment, Great Lakes, and Energy       Department of Environment, Great Lakes, and Energy         Remediation And Redevelopment, 5th Floor South       Calumet Field Office - RRD       Department of Environment, Great Lakes, and Energy         PO Box 30426       Calumet Mid9913       Calumet Mid9913       Edumet Mid9913         Award Date:       Delivery Date:       Service       Service       Total Price         Master Agreement:       Unit       Description:       Mid91-10 RPLEY MERCURY       \$32,915.00         1       91268       419-10 RPLEY MERCURY       Part Number:       \$32,915.00         Manufacturer:       FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND RELATED WORK REQUIRED FOR MERCURY REMOVAL OF THE AARDONED MINING WASTES-QUINCY MARTELAY 40 FEET OF THE AARDONED MINING WASTES-QUINCY MARTELAY 40 FE	<b>Doc ID:</b> 19000010558 <b>Ver #:</b>	1			Date I	ssued: 08	8/15/2019
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TOTAL:

\$32,915.00

Special Instruction Code Special In	struction Name	Special Instruction Details	
Discount Information			
Percentage	Days		Discount Always

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Reference PO number to ensure prompt payment

**Doc ID:** 19000010558

# Terms and Conditions

Date Issued: 08/15/2019

Providing any good or service constitutes acceptance of this entire document without exception

#### General

Vendor's failure to deliver or comply with any of these terms, may result in damages against the Vendor and the termination of the Contract.

Ver #: 1

#### Confidentiality

Vendor agrees that any information, including State Data, disclosed by the State in relation to the Contract will be used only in the performance thereof. Vendor will keep the information confidential, will not disclose it to any third party, except as authorized by the State, and will only disclose it to those within its organization who need it for performance of the Contract. Upon completion or termination of the Contract, Vendor will return all such information to the State, or make such other disposition thereof as directed or approved by the State. No item furnished under the Contract, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by the State, will be duplicated or used by Vendor. Nothing in this provision will restrict Vendor's right to use or disclose any information which is or becomes known to the public without breach of this provision by Vendor, or is rightfully obtained without restriction from other sources.

#### Proprietary Rights

All materials, tools, plans, designs, specifications, equipment, and other property either furnished by the State to Vendor or paid for by the State, will remain the property of the State, but the Vendor assumes the risks of, and will be responsible for, any loss or damage, until returned in good order to the State. Such property must be safely stored and properly maintained by Vendor. Upon completion of this Contract, Vendor will return such property to the State or to any other entity as the State may direct, in the condition in which it was received, manufactured or procured by Vendor, except for reasonable wear and tear and except if such property has been incorporated into the Deliverables.

#### State Data

All data and information provided to Vendor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State (State Data) and may only be used as specifically required by the Contract; this definition is to be construed as broadly as possible. Upon request, Vendor must provide to the State, or its third party designee, all State Data within 10 calendar days of the request and in the format requested by the State. Vendor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

#### Intellectual Property

Unless otherwise stated in the Contract, Vendor: (a) agrees that any computer program, software, documentation, copyrightable work, discoveries, inventions or improvements developed by Vendor resulting from supplying the Deliverables are the property of the State; and (b) hereby assigns all rights therein to the State. Vendor further agrees to provide the State with any assistance which the State may require to obtain patents or copyright registrations.

#### Limitation of Liability

The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Under no circumstances will the State be liable for any amounts, in whatever form, in excess of the total aggregate value set forth in the Contract.

#### Records Maintenance

The State or its designee may audit Vendor to verify compliance with the Contract. Vendor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under the Contract or any extension.

#### <u>Notices</u>

Notices. All notices and communications under the Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

#### Modifications

The Contract may not be amended except by signed agreement between the parties (Change Notice).

#### Independant Contractor

Vendor is an independent contractor and assumes all rights, obligations and liabilities set forth in the Contract. Vendor, its employees, and agents are not considered employees of the State.

#### Subcontracting & Assignment

Subcontracting and Assignment. Vendor may not delegate or assign any obligations or rights under the Contract without the prior written approval of the State.

#### Delivery, Title & Risk

Vendor must pay all costs associated with packaging, freight, and shipping, and must ship all deliverables F.O.B. destination, inside delivery, unless otherwise specified in the Contract. Title and risk of loss or damage to deliverables remains with Vendor until the deliverables have been received, inspected and accepted by the State in accordance with these terms. All containers and packaging becomes the State's exclusive property upon final acceptance. Vendor shall ensure that all deliverables and services (Deliverables) are provided to the State by the date and time specified on the Contract. If Vendor fails to provide the Deliverables in accordance with the Contract, the State may reject the delivery and terminate the Contract without any termination charges or penalties, and Vendor must pay all associated costs, including, but not limited to, expedited routing costs, return shipping charges, the procurement of the Deliverables from another source, and any storage removal, or disposal expenses. The risk of loss of rejected or non-conforming Deliverables remains with Vendor. Rejected Deliverables not removed by Vendor within 10 calendar days will be deemed abandoned by Vendor, and the State will have the right to dispose of such Deliverables as its own property. Vendor is responsible for filing, processing, and collecting all damage claims.

#### Compliance w/Laws & Policy

Vendor must comply with all applicable federal, state and local laws, rules and regulations. Vendor must also comply with all applicable State physical and IT security policies and standards, which will be made available upon request.

#### Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Vendor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex(as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract. Revised May 21, 2019

#### Unfair Labor Practice

Under MCL 423.324, the State may void any Contract with a Contractor, Vendor, or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

#### Governing Law

The Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of the Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from the PO must be resolved in Michigan Court of Claims. Vendor hereby waives any objections, such as lack of personal jurisdiction or forum non conveniens. Vendor must appoint agents in Michigan to receive service of process.

![](_page_13_Picture_0.jpeg)

Reference PO number to ensure prompt payment

**Doc ID:** 19000010558

Ver #: 1

Date Issued: 08/15/2019

#### Non-Exclusivity

Nothing contained in the Contract is intended nor will be construed as creating any requirements contract with Vendor. The Contract does not restrict the State or its agencies from acquiring similar, equal, or like Deliverables from other sources.

#### Force Majeure

Neither party will be in breach of the Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Vendor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

#### Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. Vendor will provide the State, for its review, copies of all presentations or articles being submitted for publication at least 30 calendar days in advance.

#### Website Incorporation

The State is not bound by any content on Vendor's website unless expressly incorporated directly into the Contract.

#### Severablility

If any part of the Contract, or these terms, is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract terms will continue in full force and effect.

#### Waiver

Failure to enforce any provision of the Contract, or these terms, for any period of time will not constitute a waiver.

#### Inspection

The State may inspect the work and activities of Vendor, and its subcontractors, at all reasonable times and places before, during and after delivery of the Deliverables. All Deliverables are subject to final inspection and acceptance by the State notwithstanding any prior payments or inspections. Final inspection will take place within 30 calendar days of the later of the delivery date, installation, or completion of services. If any Deliverables are non-conforming or defective, the State is entitled to, at its option and at Vendor's expense: (a) a refund; (b) a credit; or (c) correction or replacement. If Vendor fails to correct defects or replace non-conforming Deliverables within 10 calendar days, the State may, in addition to its other remedies: (i) reject such Deliverables; (ii) accept such Deliverables at a discount; or (iii) make such corrections or replace such Deliverables and charge Vendor any resulting costs incurred by the State plus an additional 10% administrative fee.

#### Survival

The provisions of these terms that impose continuing obligations, including warranties and representations, termination, indemnification, intellectual property, and confidentiality, will survive the expiration or termination of the Contract.

#### Entire Contract

The Contract and these terms constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No terms on any invoice, quote, purchase order, website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the Deliverables (including software and hardware) or documentation, whether by Vendor, Contractor, subcontractor, or any third-party, will constitute a part or amendment of the Contract or is binding on the State or any authorized user for any purpose.

#### Termination for Convenience

The State may immediately terminate the Contract, in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. Upon termination for convenience, the State will only pay for those Deliverables, not including standard stock, then in progress and which cannot be returned under these terms.

#### Payment

Payment Invoices must identify the Award Document I.D. Number and include an itemized statement of all charges. All undisputed amounts are payable within 45 calendar days of the later of the State's: (a) receipt of an invoice; or (b) final acceptance of the Deliverables. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Deliverables purchased under the Contract are for the State's exclusive use. Notwithstanding the foregoing, all fees are inclusive of taxes, and Vendor is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by federal, state or local government entities on any amounts payable by the State. The State may withhold payment in whole or in part for Deliverables the State determines are defective, untimely, or otherwise non-conforming to the Contract. All amounts due and payable by the State to Vendor shall be subject to deduction or set off by the State against any claim the State may have against Vendor whether arising out of the Contract or any other transactions with the State. The State will only disburse payments through Electronic Funds Transfer (EFT). If Vendor does not register to receive payments at SIGMA Vendor Self Service (VSS), the State is not liable for failure to provide payment. Revised August 14,2019

#### Warranties & Reps, Pt.1

Vendor represents and warrants: (a) all Deliverables furnished under the Contract will conform to all specifications and industry standards, and will be free from defects, including, where applicable and without limitation, defects in material, workmanship, and title; (b) Vendor is the owner or licensee of all Deliverables it licenses, sells, or develops and Vendor has the rights necessary to convey title, ownership rights, or licensed use; (c) all Deliverables are provided free from any security interest, lien, or encumbrance and will continue in that respect; (d) the Deliverables will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;

#### Warranties and Reps, Pt.2

(e) Vendor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Deliverables; (f) Vendor will not negate, exclude, limit, or modify in any warranty otherwise available to the State in any way; (g) the Deliverables are merchantable and fit for the State's intended use; (h) the Deliverables furnished will conform in all respects to samples, advertisements, and other forms of representation made to the State; (l) that Vendor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with strategic partner as described in 22USC 8601 to 8606; (j) the Contract signatory has the authority to enter into the Contract; and (k) all information furnished and representations made in connection with the Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. Vendor agrees to promptly replace or correct any Deliverables not conforming to the foregoing warranty, without expense to the State, when notified of such non-conformity by the State. A breach of this Section is a material breach of the Contract. Revised May 21, 2019

#### Termination for Cause

The State may terminate the Contract, in whole or in part, at any time for cause in the event Vendor fails to comply with any of these terms, including, without limitation, late delivery or performance, the delivery of defective or non-conforming Deliverables, or failure to provide the State with reasonable assurances of future performance. In the event of termination for cause, the State will not be liable to Vendor for any amount, and Vendor will be liable to the State for any and all damages, including but not limited to, administrative fees, court costs, attorney fees, and cover costs. Any ineffectual termination for cause is hereby deemed a termination for convenience, effective as of the same date and limited to those rights.

#### **Discounts**

Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

#### Indemnification

Vendor must defend, indemnify and hold the State, all of its instrumentalities, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or other requirements contained in the Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to

![](_page_14_Picture_0.jpeg)

Reference PO number to ensure prompt payment

Doc ID: 190000010558

Ver #: 1

Date Issued: 08/15/2019

Indemnification

real or tangible personal property occurring wholly or in part due to action or inaction by Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable). Due to constitutional prohibitions, the State will not indemnify Vendor, or its employees or affiliates, for any reason whatsoever.

**Commodity Terms and Conditions** 

![](_page_15_Picture_0.jpeg)

Mercury Removal Response Scope of Work

![](_page_15_Picture_2.jpeg)

## Mercury Removal Response

# Scope of Work

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has identified the presence of visible elemental mercury on and adjacent to a piece of scrap equipment at a metal recycling facility near Hancock, Michigan. Figure 1 depicts the location.

To abate risks posed by the elemental mercury, EGLE's Contractor will remove the mercury and adjacent affected scrap materials and soil. Elemental mercury shall be collected, containerized, transported, and disposed/recycled. Adjacent scrap materials will require segregation and screening for mercury. If affected materials cannot be decontaminated they shall be packaged, transported, and disposed. Impacted soils as identified by mercury vapor screening, shall be excavated, containerized, characterized, and disposed. EGLE will provide mercury vapor monitoring using a Lumex mercury vapor analyzer for delineation and removal support. Replacement of soils following excavation is not required. Refer to the attached Photograph Log for site conditions. A site visit can be arranged if requested. The work is to be performed by 9 August 2019.

The following tasks will be required of the Contractor to complete the work:

We	ork Item	Contractor Quote
1.	Mobilization/demobilization	\$
2.	Recover, containerize, profile, manifest, transport, and dispose/recycle up to two pounds of elemental mercury.	\$
3.	Segregate, package, screen, and decontaminate scrap materials.	\$(assuming 1 day)
4.	Package, characterize, profile, manifest, transport, and dispose mercury contaminated scrap materials. Unit rate per ton = \$	(assuming 10 tons)
5.	Excavate, containerize, characterize, profile, manifest, transport, and dispose mercury contaminated soil. Unit rate per ton = \$	(assuming 10 tons)
TC	DTAL	(assuming 50 tons) \$

EGLE shall be provided all waste characterization and disposal documents for review and approval at least two business days in advance of when they are needed. EGLE will sign all disposal documents as the waste generator.

The Contractor is responsible for compliance with all State and Federal health and safety, transportation, and disposal regulations. This also includes work practices and engineering controls to prevent contaminant release and potential exposure to site workers, the public, and the environment.

40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training is required for all on-site persons that may encounter contaminated media. The Contractor is responsible for their own health and safety, including compliance with 29 Code of Federal Regulations (CFR) Part 1910 and 29 CFR Part 1926.

FIGURE 1 Mercury Response Location

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26

Mercury Royce Rd

HWY 41

Houghton Houghton

Dollar Bay

Google Earthantic Mine

© 2018 Google

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![](_page_18_Picture_0.jpeg)

Photo 1: Location of visible mercury beads on equipment and the ground (red arrows). Photo taken on July 17, 2019.

![](_page_18_Picture_2.jpeg)

Photo 3: Area of visible mercury beads on the ground (red arrow). Photo taken on July 17, 2019.

![](_page_18_Picture_4.jpeg)

Photo 2: Close up of visible mercury bead on equipment (red arrow). Photo taken on July 17, 2019.

![](_page_18_Picture_6.jpeg)

Photo 4: Current conditions; the item in Photo 1 is on the left side of the tarp-covered pile (red arrow). Photo taken on July 19, 2019.

![](_page_18_Picture_8.jpeg)

200 Michigan Street, Suite 705, Hancock, Michigan 49930 Tel: 906.281.3404 Mercury Removal Response Photo Page 1 MSG Project MDEQ0076

![](_page_19_Picture_0.jpeg)

**APPENDIX D** 

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Clean Harbors has the appropriate permits for and will accept the waste the generator is shipping.

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# Land Disposal Restriction Notification Form

Page : 1 of 1

Printed Date :Sep 18, 201	9
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20675 Royce Rd Hancock,MI 49930

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Site Address :

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SC PPW 3/12/2019

WORK ORDER7N904418956-010

DOCUMENT NO. 1	44476	STRAIGHT BILL OF LADING	G	CLM
TRANSPORTER 1	Clean Harbors Envi	ronmental Services, Inc.	VEHICLE ID #	<del>5839</del> 5236961
EPA ID #	MAD039322	250	TRANS. 1 PHON	E(781) 792-5000
TRANSPORTER 2	TRi-Stoke	motor TRendit	VEHICLE ID #	175033
EPA ID #	m6D095038198	·	TRANS. 2 PHON	E

•

DESIGNATED	FACILITY	<del>cestL</del> C	CLEAN HAN	LEC DEER	SHIPPER RIPLEY PRODUCTS COMPA	NY	
FACILITY EPA	ID # 935127(	€ Co	D991300	784	SHIPPER EPA ID # MIK617484941		
ADDRESS	7th Avenue (	10' SE PEER	8555 EA	ST HIGHWAY 36	ADDRESS Michigan EGLE 525 West	Allegan Street - P.O.	Box 30473
CITY Sawyer 7	BER TRAI	L	STATE	ZIP 80/05 58781	CITY Lansing	STATE MI 4	ZIP 8909
CONTAINERS NO. & SIZE	TYPE	нм		DESCRIPTION	OF MATERIALS	TOTAL QUANTITY	UNIT WT/VOL
3X55	DF		MON HAZAI	RDOUS, NON D.O.T. R	EGULATED MATERIAL, (SOIL)	550	ρ
	· · · · · · · · · · · · · · · · · · ·		В.				
			C.		······································		
			D.				
			E.	<u> </u>			
			F.				
			G.				
			H.				
SPECIAL HAN CH1897830	DLING INS	TRUCT	ions <sub>emer</sub> (	GENCY PHONE #: (8	00) 483-3718 GENERAT	DR: RIPLEY PRODUCT	iscompany 5411D

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

SHIPPER	PRINT Amy Keranen, EC LE	SIGN Cykeroner,	DATE G-18-1
TRANSPORTER 1	PRINT Chro MEachen	SIGN CMEach	DATE 9-18-19
TRANSPORTER 2	PRINT Michael Midkikk	SIGN under moly	DATE 9-26-19
RECEIVED BY	PRINE Litte Must	SIGNE	9057/19

	Document # 144476		Page #	2
3	Transporter Clean Harbors Env. Svcs. Inc.			
	EPA ID MAD039322250	Date	9/28	3/19
	Print Thomas Clark	Sign 🧲	Yle	Vent
4	Transporter			
	EPA ID	Date	/	/
	Print	Sign		
5	Transporter			
	EPA ID	Date	/	/
	Print	Sign		
6	Transporter			
	EPA ID	Date	/	/
	Print	Sign		
7	Transporter			
	EPA ID	Date	1	/
	Print	Sign		
8	Transporter			
	EPA ID	Date	/	1
	Print	Sign		

![](_page_25_Picture_0.jpeg)

# WASTE MATERIAL PROFILE SHEET

# Clean Harbors Profile No. CH1897855

A. GENERAL INFORMA	TION REGISTRATION #	MIK 647494044	GENER	ATOR NAME:	RIPLEY	PRODUCTS	COMPANY				
GENERATOR CODE (As	signed by Clean Harbors	NIIK617484941	CITY	Hancock	STATE/	PROVINCE	MI ZIP/P	OSTAL CO	DE <b>49</b>	930	
ADDRESS 20675 Roy	vce Rd						16) 337-0389				
CUSTOMER CODE (Ass	igned by Clean Harbors)	MI48574	сиѕто	MER NAME:	Departi	ment of Envi	ronment, Gre	at Lakes,	and Ene	rav	
ADDRESS 525 W A	llegan St PO Box 30	9473	CITY	Lansing	STATE/F	ROVINCE	MI ZIP/PO	OSTAL CO	)E <b>48</b>	909	
							·				
B. WASTE DESCRIPTION	Mercun/Impacted	Debris									
PROCESS GENERATING	WASTE: Scran	metal impacted with m	ercup/						······	-	
IS THIS WASTE CONTAIN	IED IN SMALL PACKAG	ING CONTAINED WITHIN A	LARGER	SHIPPING CONTAINE	R? No	)				-	
	150 (-+ 050 775)										
C. PHYSICAL PROPERT	IES (at 25C or 77F)		AVE 20				1612-11-1-1-1-1	. 1			
SOLID WITHOUT FR	REE LIQUID	1 2 3	AYERS TOF	° ^ ^ ^		1 - 100 (e	if liquid presen e.g. Water)	t)	COLO	۲	
POWDER			MID			101 - 500	) (e.a. Motor Oil)		<u>varie</u>	<u>s</u>	
MONOLITHIC SOLID	) DUDS	% BY VOLUME (Approx.)	BOI			501 - 10	000 (e.a. Molass	(293			
LIQUID/SOLID MIXT	URE			0.00		> 10 000	000 (0.g. 100000	,000/			
% FREE LIQUID % SETTLED SOLID		ODOR			(10)						
% TOTAL SUSPENDE	D SOLID	NONE		SOILING POINT *F	(°C) 35)	MELTING PC	)IN   °F (°C)	CARE	L ORGAN	IC .	
SLUDGE		MILD		95 - 100 (	35-38)	< 14	0 (<60)	- I 🖓	<= 1%	à	
GAS/AEROSOL		STRONG		101 - 129	(38-54)	140-	200 (60-93)		1-9%		
		Describe:		101 - 129 (38-54) >= 130 (>54)		> 200 (>93)			>= 10%		
				100 (*			-				
FLASH POINT °F (°C)	рН	SPECIFIC GRAVITY		ASH			BTU/LB (MJ/I	(g)			
< 73 (<23)	<= 2	< 0.8 (e.g. Gasoline)		< 0.1		> 20	✓ < 2,000	0 (<4.6)			
73 - 100 (23-38)	2.1 - 6.9	0.8-1.0 (e.g. Ethanol)		0.1 - 1.0		Unknown	2,000-	5,000 (4.6-1	1.6)		
101 -140 (38-60)	✓ 7 (Neutral)	1.0 (e.g. Water)		1.1 - 5.0			5,000-	10,000 (11.6	5-23.2)		
141 -200 (60-93)	7.1 - 12.4	1.0-1.2 (e.g. Antifreeze	;)	5.1 - 20.0			> 10,00	00 (>23.2)			
> 200 (>93)	>= 12.5	> 1.2 (e.g. Methylene (	Chloride)				Actual:				
D. COMPOSITION (List	the complete composition	n of the waste, include any ine	ert compor	nents and/or debris. Ra	inges for i	ndividual comp	onents are acce	ptable. If a l	rade name	e is used,	
	e supply an MSUS Plea	se do not lise appreviations )					MIN		MAY		
MERCURY							0.000000	150			
MERCORT							0.0000000	150	000	FFIN	
METAL PIECES			• • • • • •			• • • • • • • • • • •	90.0000000	100.	0000000	%	
PLASTIC							0.0000000	15.	0000000	%	
PPE							0.0000000	1.	0000000	%	
SOIL / SAND / GRAV	VEL AND ROCKS						0.0000000	5.	0000000	%	
WOOD							0.0000000	10.	0000000	%	
DOES THIS WASTE CON >12" LONG, METAL REIN PIECES OF CONCRETE :	TAIN ANY HEAVY GAU FORCED HOSE >12" LC >3")?	GE METAL DEBRIS OR OTH NG, METAL WIRE >12" LON	ER LARG IG, META	E OBJECTS (EX., ME L VALVES, PIPE FITT	TAL PLAT INGS, CO	E OR PIPING	>1/4" THICK OR IFORCING BAR	V P	ES	NO	
If yes, describe, inclu	uding dimensions: 3"	diameter pipe x 12 foot  ong	g, large 3'	x4'x7' machine							
DOES THIS WASTE CO	NTAIN ANY METALS IN	POWDERED OR OTHER FIN		DED FORM?				Y	es 🗸	' NO	
DOES THIS WASTE CO				NIMAL WASTES, HU		OD, BLOOD PI	RODUCTS, BOI	Y YC	ES 🗸	NO	
POTENTIALLY INFECTI	OUS MATERIAL?			. DURIVED SERUMS (			UTTER				
I acknowledge that ti based on my knowle	his waste material is neith dge of the material. Sele	ner infectious nor does it conta to the answer below that app	ain any or lies:	ganism known to be a	threat to h	uman health.	This certification	is			
The waste was neve	r exposed to potentially i	nfectious material.						Y	ES	NO	
Chemical disinfection	n or some other form of s	terilization has been applied t	the was	te.				Y	ES	NO	
I ACKNOWLEDGE THAT	THIS PROFILE MEETS	THE CLEAN HARBORS BAT	TERY PA	CKAGING REQUIREN	IENTS.			Y	ES	NO	
I ACKNOWLEDGE THAT	MY FRIABLE ASBESTO	S WASTE IS DOUBLE BAG	GED AND	WETTED.				Y	ES	NO	
SPECIFY THE SOURCE ( WASTE.	CODE ASSOCIATED WI	TH THE <b>G09</b>		SPECIFY THE F	ORM COL	DE ASSOCIATI	ED WITH THE V	VASTE. N	/002		

![](_page_26_Picture_0.jpeg)

#### E. CONSTITUENTS

Are these values based on testing or knowledge? Knowledge Testing

If based on knowledge, please describe in detail, the rationale applied to identify and characterize the waste material. Please include reference to Material Safety Data Sheets (MSDS) when applicable. Include the chemical or trade-name represented by the MSDS, and or detailed process or operating procedures which generate the waste. Scrap materials impacted with mercury, FS performed headspace analysis on all pieces. Highest reading of 48 mcg/m3 (0.59 ppm)

Please indicate which constituents below apply. Concentrations must be entered when applicable to assist in accurate review and expedited approval of your waste profile. Please note that the total regulated metals and other constituents sections require answers.

RCRA	REGULATED METALS	REGULATORY LEVEL (mg/l)	TCLP mg/l	TOTAL	UOM	NOT APPLICABLE	
D004	ARSENIC	5.0				¥.	
D005	BARIUM	100.0				×.	
D006	CADMIUM	1.0				2	
D007	CHROMIUM	5.0					
D008	LEAD	5.0				м.	
D009	MERCURY	0.2	0.2000	260.0000000	PPM		
D010	SELENIUM	1.0				Y	
D011	SILVER	5.0					
	VOLATILE COMPOUNDS			OTHER CONSTITUE	NTS	MAX UOM	NOT
D018	BENZENE	0.5					APPLICABLE
D019	CARBON TETRACHLORIDE	0.5		BROMINE			·····
D021	CHLOROBENZENE	100.0		CHLORINE			· · · · · · · · · · · · · · · · · · ·
D022	CHLOROFORM	6.0		FLUORINE			<b>.</b>
D028	1,2-DICHLOROETHANE	0.5		IODINE			<u>×</u>
D029	1,1-DICHLOROETHYLENE	0.7		SULFUR			<b>~</b>
D035	METHYL ETHYL KETONE	200.0		POTASSIUM			<u> </u>
D039	TETRACHLOROETHYLENE	0.7		SODIUM			<u> </u>
D040	TRICHLOROETHYLENE	0.5		AMMONIA			<b>x</b>
D043	VINYL CHLORIDE	0.2		CYANIDE AMENABLE			
• • • • • • •	SEMI-VOLATILE COMPOUNI	DS		CYANIDE REACTIVE			<b></b>
D023	o-CRESOL	200.0		CYANIDE TOTAL			<b>V</b>
D024	m-CRESOL	200.0		SULFIDE REACTIVE			<u> </u>
D025	p-CRESOL	200.0		HOCs		PCBs	
D026	CRESOL (TOTAL)	200.0		110000			
D027	1,4-DICHLOROBENZENE	7.5					
D030	2,4-DINITROTOLUENE	0.13		< 1000 PPM		< 50 PPM	
D032	HEXACHLOROBENZENE	0.13		>= 1000 PPIN			
D033	HEXACHLOROBUTADIENE	0.5				WASTE REGULATED	T, IS THE BY TSCA 40
D034	HEXACHLOROETHANE	3.0	•••••			CFR 761?	
D036	NITROBENZENE	2.0				YES 🗸	NO
D037	PENTACHLOROPHENOL	100.0					
D038	PYRIDINE	5.0	• • • • • • • • • • • •				
D041	2,4,5-TRICHLOROPHENOL	400.0	•••••				
D042	2.4.6-TRICHLOROPHENOL	2.0					
	PESTICIDES AND HERBICID	ES					
D012		0.02					
D013	LINDANE	0.4					
D014	METHOXYCHLOR	10.0	•••••				
D015	ΤΟΧΑΡΗΕΝΕ	0.5	•••••				
D016	2 <b>4</b> -D	10.0					
D017	2 4 5-TP (SILVEX)	1.0	••••				
D020	CHLORDANE	0.03					
D031	HEPTACHLOR (AND ITS EPOXID	DE) 0.008	•••••				
ADDI				ASSOCIATED WITH IT. WH	HICH COULD A	FFECT THE WAY IT SHOULD	BE HANDLED?
VE	S V NO (If yes evoluin)						
снос	OSE ALL THAT APPLY						
	A REGULATED SUBSTANCES	EXPLOSIVE		FUMING		OSHA REGULATE	DCARCINOGENS
PO					TERIAL		OVE

![](_page_27_Picture_0.jpeg)

# Clean Harbors Profile No. CH1897855

#### F. REGULATORY STATUS

4	YES		NO	USEPA HAZARDOUS WAS	TE?			
				D009				
	YES		NO	DO ANY STATE WASTE CO	DDES APPLY?			
				Texas Waste Code				
	YES	•	NO	DO ANY CANADIAN PROV	NCIAL WASTE CODES APPLY?		018/16/19. I Galanti dan sa	, ,
✓	YES		NO	IS THIS WASTE PROHIBITI	ED FROM LAND DISPOSAL WITHC	UT FURTHER TREATMENT PI	ER 40 CFR PART 268?	nan na mara ann an taonachadh ann an taonachadh ann ann an taonachadh ann an taonachadh ann an taonachadh ann a
				LDR CATEGORY: A	ternate Debris Standard			а стала и манерили им. и пост ти и и систе пост с
	YES	, <b>V</b> ,	NO	IS THIS A UNIVERSAL WAS	STE?	r paganan olemenye angenesi. Nga a kanala ka kanala ka kanala kanala kana kan	малакалан алан алан алан алан алан алан а	
	YES		NO	IS THE GENERATOR OF T	HE WASTE CLASSIFIED AS VERY	SMALL QUANTITY GENERATO	OR (VSQG) OR A STATE EQUIVALEI	NT DESIGNATION?
	YES		NO	IS THIS MATERIAL GOING	TO BE MANAGED AS A RCRA EXE	MPT COMMERCIAL PRODUC	T, WHICH IS FUEL (40 CFR 261.2 (C	·)(2)(II))?
	YES	4	NO	DOES TREATMENT OF TH	S WASTE GENERATE A F006 OR	F019 SLUDGE?		
	YES	¥.	NO	IS THIS WASTE STREAM S	UBJECT TO THE INORGANIC MET	AL BEARING WASTE PROHIB	ITION FOUND AT 40 CFR 268.3(C)?	
	YES		NO	DOES THIS WASTE CONT	AN VOC'S IN CONCENTRATIONS	>=500 PPM?		
	YES		NO	DOES THE WASTE CONTA	IN GREATER THAN 20% OF ORG	NIC CONSTITUENTS WITH A	VAPOR PRESSURE >≖ .3KPA (.044	PSIA)?
	YES	4	NO	DOES THIS WASTE CONT	AIN AN ORGANIC CONSTITUENT V	VHICH IN ITS PURE FORM HA	S A VAPOR PRESSURE > 77 KPA (1	1.2 PSIA)?
	YES		NO	IS THIS CERCLA REGULAT	ED (SUPERFUND ) WASTE ?			
	YES		NO	IS THE WASTE SUBJECT T	O ONE OF THE FOLLOWING NES	HAP RULES?		
				Hazardous Organic NE	SHAP (HON) rule (subpart G)	Pharmaceuticals prod	uction (subpart GGG)	
	YES		NO	IF THIS IS A US EPA HAZA	RDOUS WASTE, DOES THIS WAS	E STREAM CONTAIN BENZEI	NE?	
		YES		NO Does the waste str	eam come from a facility with one of	the SIC codes listed under benz	ene NESHAP or is this waste regulate	ed under the benzene
		YES		NO Is the generating se	ource of this waste stream a facility v	vith Total Annual Benzene (TAB	)>10 Mg/year?	feature process:
		Wha	it is the	TAB quantity for your facility	) Mega	agram/year (1 Mg = 2,200 lbs)		
		The	basis f	or this determination is: Know	ledge of the Waste Or Test Data		Knowledge Testing	
		Des	cribe th	ne knowledge :			***************************************	
G	. DOT/	TDG II	FORM	MATION				
DOT	TDG F	ROPE	ER SHI	PPING NAME:				
	NA3	3077,	HAZA	RDOUS WASTE, SOLID	N.O.S., (MERCURY), 9, PG III			
H. TI ESTI	R <b>ANSP</b> MATED	ORTA SHIP	TION MENT	REQUIREMENTS FREQUENCY ONE TIME	WEEKLY MONTHLY QUAR	TERLY YEARLY 🗸 OTH	ER <u>as needed</u>	, <u></u>
			co		В		BULK SOLID	
	<u>0-0</u>	CONT	AINEF	RS/SHIPMENT		Min - O Max GAL		
STOP	RAGE C		HTY:		GALLONGION MENT. U	Will - V Wax GAL.		TARD

CUBIC YARD BOX DRUM OTHER: DRUM SIZE:

BOXICARTONICASE

I. SPECIAL REQUEST

CONTAINER TYPE:

COMMENTS OR REQUESTS:

PORTABLE TOTE TANK

#### GENERATOR'S CERTIFICATION

I certify that I am authorized to execute this document as an authorized agent. I hereby certify that all information submitted in this and attached documents is correct to the best of my knowledge. I also certify that any samples submitted are representative of the actual waste. If Clean Harbors discovers a discrepancy during the approval process, Generator grants Clean Harbors the authority to amend the profile, as Clean Harbors deems necessary, to reflect the discrepancy.

![](_page_27_Picture_9.jpeg)

TONS/YARDS/SHIPMENT: 5.00 Min - 25.00 Max

![](_page_28_Picture_0.jpeg)

# WASTE MATERIAL PROFILE SHEET

# Clean Harbors Profile No. CH1897830

A. GENERAL INFORMA GENERATOR EPA ID #// GENERATOR CODE (As ADDRESS 20675 Roy CUSTOMER CODE (Ass ADDRESS 525 W A	TION REGISTRATION # signed by Clean Harbors vce Rd igned by Clean Harbors) Nilegan St PO Box 3	MIK617484941 GENER. s) RI22838 CITY MI48574 CUSTO 0473 CITY	ATOR NAME: <b>RIPLE</b> Hancock State MER NAME: <b>Depar</b> Lansing State	Y PRODUCTS COMPANY /PROVINCE MI ZIP/POST PHONE: (906) 337-0389 tment of Environment, Great L /PROVINCE MI ZIP/POST	AL CODE 4993 akes, and Energ AL CODE 4890	וס עז פנ
B. WASTE DESCRIPTION WASTE DESCRIPTION:	N Mercury Impacted	d Soils				
PROCESS GENERATING	WASTE: Rem	oval of soils underneath a contar	minated scrap pile			
IS THIS WASTE CONTAIN	NED IN SMALL PACKAG	ING CONTAINED WITHIN A LARGER	SHIPPING CONTAINER ? N	lo		
C. PHYSICAL PROPERT	TES (at 25C or 77F)					
PHYSICAL STATE SOLID WITHOUT FF POWDER MONOLITHIC SOLID LIQUID WITH NO SOLID WITH NO SOLID MIXT % FREE LIQUID % SETTLED SOLID % TOTAL SUSPENDE SLUDGE GAS/AEROSOL	ree Liquid Duids Ture Ed Solid	NUMBER OF PHASES/LAYERS 1 2 3 TOF % BY VOLUME (Approx.) MID BOT ODOR MILD STRONG Describe:	0.00           DDLE         0.00           TTOM         0.00           BOILING POINT °F (°C)         <= 95 (<=35)           95 - 100 (35-38)         101 - 129 (38-54)           101 - 129 (38-54)         >= 130 (>54)	VISCOSITY (If Ilquid present) 1 - 100 (e.g. Water) 101 - 500 (e.g. Motor Oil) 501 - 10,000 (e.g. Molasses) > 10,000 MELTING POINT <sup>o</sup> F (°C) < 140 (<60) 140-200 (60-93) ✓ > 200 (>93)	COLOR <u>varies</u> TOTAL ORGANIC CARBON	2
FLASH POINT °F (°C) < 73 (<23) 73 - 100 (23-38) 101 -140 (38-60) 141 -200 (60-93) > 200 (>93)	pH <= 2 2.1 - 6.9 ✔ 7 (Neutral) 7.1 - 12.4 >= 12.5	SPECIFIC GRAVITY           < 0.8 (e.g. Gasoline)           0.8-1.0 (e.g. Ethanol)           1.0 (e.g. Water)           1.0-1.2 (e.g. Antifreeze)           ✓           > 1.2 (e.g. Methylene Chloride)	ASH < 0.1 0.1 - 1.0 ✔ 1.1 - 5.0 5.1 - 20.0	> 20 Unknown Unknown Actual:	4.6) X0 (4.6-11.6) X00 (11.6-23.2) >23.2)	
D. COMPOSITION (List	the complete composition se supply an MSDS_Play	on of the waste, include any inert compo	nents and/or debris. Ranges to	r individual components are acceptal	ole. If a trade name	is used,
CHEMICAL 1-METHYLNAPHTH 2-METHYLNAPHTH ACENAPHTHENE ACENAPHTHYLEN ANTHRACENE ARSENIC BARIUM BENZO[A]ANTHRA	IALENE IALENE E CENE			MIN 720.0000000 730.0000000 560.0000000 100.0000000 1400.0000000 3.4000000 44.0000000 2200.0000000	MAX 720.0000000 730.0000000 560.0000000 100.0000000 1400.00000 3.4000000 44.0000000 2200.00000 00	UOM PPB PPB PPB PPB PPB PPM PPM PPB
BENZO[A]PYRENE	·····			2200.0000000	- 2200.00000	PPB
BENZO[B]FLUORA	NTHENE			2900.0000000	- 2900.00000 00	PPB
DOES THIS WASTE COI >12" LONG, METAL REII PIECES OF CONCRETE	NTAIN ANY HEAVY GA NFORCED HOSE >12"   >3")?	UGE METAL DEBRIS OR OTHER LAR( ONG, METAL WIRE >12" LONG, META	GE OBJECTS (EX., METAL PL AL VALVES, PIPE FITTINGS, (	ATE OR PIPING >1/4" THICK OR CONCRETE REINFORCING BAR O	R YES 🗹	NO
DOES THIS WASTE CO	NTAIN ANY METALS	N POWDERED OR OTHER FINELY DI	VIDED FORM?		VER	NO
DOES THIS WASTE OF FLUIDS, MICROBIOLO POTENTIALLY INFECT	ONTAIN OR HAS IT CO DGICAL WASTE, PATHO FIOUS MATERIAL?	NTACTED ANY OF THE FOLLOWING; DLOGICAL WASTE, HUMAN OR ANIMA	ANIMAL WASTES, HUMAN B AL DERIVED SERUMS OR PR	LOOD, BLOOD PRODUCTS, BODY DTEINS OR ANY OTHER	YES V	NO
I acknowledge that based on my know	this waste material is ne ledge of the material. So	either infectious nor does it contain any c elect the answer below that applies:	organism known to be a threat t	o human health. This certification is		
The waste was new	ver exposed to potentially	y infectious material.			YES	NO
Chemical disinfecti	on or some other form o	I sterilization has been applied to the wa	iste.		YES	NO

 Chemical disinfection or some other form of sterilization has been applied to the waste.
 YES

 I ACKNOWLEDGE THAT THIS PROFILE MEETS THE CLEAN HARBORS BATTERY PACKAGING REQUIREMENTS.
 YES

 I ACKNOWLEDGE THAT MY FRIABLE ASBESTOS WASTE IS DOUBLE BAGGED AND WETTED.
 YES

SPECIFY THE FORM CODE ASSOCIATED WITH THE WASTE.

NO

NO

![](_page_29_Picture_0.jpeg)

SPECIFY THE SOURCE CODE ASSOCIATED WITH THE G32 WASTE.

![](_page_30_Picture_0.jpeg)

Clean Harbors Profile No. CH1897830

#### E. CONSTITUENTS

Are these values based on testing or knowledge?

Knowledge 🗹 Testing

If constituent concentrations are based on analytical testing, analysis must be provided. Please attach document(s) using the link on the Submit tab.

Please indicate which constituents below apply. Concentrations must be entered when applicable to assist in accurate review and expedited approval of your waste profile. Please note that the total regulated metals and other constituents sections require answers.

RCRA	REGULATED METALS	REGULATORY LEVEL (mg/l)	TCLP mg/l	TOTAL	UOM	NOT APPLICABLE	
D004	ARSENIC	5.0	0.1700	3.4000000	PPM		
D005	BARIUM	100.0	2.2000	44.0000000	PPM		
D006	CADMIUM	1.0	0.0650	1.3000000	PPM		
D007	CHROMIUM	5.0	0 7000	14 0000000	PPM	*******	
DOOR	LEAD	50	4 8500	97.0000000	PPM		
0000	MERCHRY		4.0000	0.0000000	PPIN		
Doto		0.2	0.0145	0.2900000	PPW		
0010	SELENIUM		0.0275	0.5500000	РРМ		
D011	SILVER	5.0	0.0900	1.8000000	РРМ		
	VOLATILE COMPOUNDS			OTHER CONSTITUENTS	5	MAX UOM	NOT
D018	BENZENE	0.5					APPLICABLE
D019	CARBON TETRACHLORIDE	0.5		BROMINE			<u> </u>
D021	CHLOROBENZENE	100.0		CHLORINE			¥
D022	CHLOROFORM	6.0		FLUORINE			<ul> <li>Image: A set of the set of the</li></ul>
D028	1,2-DICHLOROETHANE	0,5		IODINE			
D029	1,1-DICHLOROETHYLENE	0.7		SULFUR			~
D035	METHYL ETHYL KETONE	200.0		POTASSIUM			2
D039	TETRACHLOROETHYLENE	0.7		SODIUM			2
D040	TRICHLOBOETHYLENE	0.5		AMMONIA			~
D043	VINYL CHLORIDE			CYANIDE AMENABLE		•••••	~
				CYANIDE REACTIVE			
	SEMI-VOLATILE COMPOUN	DS		CYANIDE TOTAL			
D023	0-CRESOL	200.0		SUIL EIDE DEACTIVE			
D024	m-CRESOL	200.0		SOLFIDE REACTIVE			·····
D025	p-CRESOL	200.0		HOCs		PCBs	
D026	CRESOL (TOTAL)	200.0		NONE		NONE	
D027	1,4-DICHLOROBENZENE	7.5		< 1000 PPM		< 50 PPM	
D030	2,4-DINITROTOLUENE	0.13		>= 1000 PPM		>=50 PPM	
D032	HEXACHLOROBENZENE	0.13		125 (195 <u>7</u> 5) (0)			
D033	HEXACHLOROBUTADIENE	0.5				WASTE REGULATED	BY TSCA 40
D034	HEXACHLOROETHANE	3.0				CFR 761?	
D036	NITROBENZENE	2.0				YES	NO
D037	PENTACHLOROPHENOL	100.0					H. 112
D038	PYRIDINE	5.0					
D041	2.4.5-TRICHLOBOPHENOL	400.0	********				
D042	246-TRICHLOBOPHENOL	20					
	DESTICIDES AND HEDDICIT		*********	e			
Dota	PESTICIDES AND HERBICIL	0.02					
0012		0.02					
D013	LINDANE	0.4					
D014	METHOXYCHLOR	10.0					
D015	TOXAPHENE	0.5					
D016	2,4-D	10.0					
D017	2,4,5-TP (SILVEX)	1.0					
D020	CHLORDANE	0.03					
D031	HEPTACHLOR (AND ITS EPOXI	DE) 0.008		<u> </u>			
ADDIT DOES T	TIONAL HAZARDS HIS WASTE HAVE ANY UNDISCLO	SED HAZARDS OR PRIC	OR INCIDENTS	ASSOCIATED WITH IT, WHICH	H COULD	AFFECT THE WAY IT SHOULD	BE HANDLED?
YE	S 🖌 NO (If yes, explain)						
снос	SE ALL THAT APPLY						
DE	A REGULATED SUBSTANCES	EXPLOSIVE		FUMING		OSHA REGULAT	ED CARCINOGENS
PO	LYMERIZABLE	RADIOACTIVE		REACTIVE MATER	RIAL	NONE OF THE A	BOVE

![](_page_31_Picture_0.jpeg)

# Clean Harbors Profile No. CH1897830

### F. REGULATORY STATUS

	TES		140	Sardial and a second state	WASTER						
	YES	~	NO	DO ANY STATE WAST	E CODES AF	PLY?	technic ( ) allter				
				Tayor Wasta Coda		1					
	YES	~	NO	DO ANY CANADIAN PR	ROVINCIAL V	VASTE CODES APP	PLY7				
				L						need as a	-
	YES	*	NO	IS THIS WASTE PROH	Not cubi	A LAND DISPOSAL	WITHOUT FURTHER	R TREATMENT PER	40 CFR PART 2687		
				VARIANCE INFO	Not Subj	ect to LDR					
	YES	4	NO	IS THIS A UNIVERSAL	WASTE?						
ł	YES		NO	IS THE GENERATOR C	OF THE WAS	TE CLASSIFIED AS	VERY SMALL QUAN	NTITY GENERATOR	(VSQG) OR A STATE	E EQUIVALENT DESIGNA	TION?
	YES		NO	IS THIS MATERIAL GO	ING TO BE M	MANAGED AS A RC	RA EXEMPT COMMI	ERCIAL PRODUCT,	WHICH IS FUEL (40 0	CFR 261.2 (C)(2)(II))?	
	YES	4	NO	DOES TREATMENT OF	THIS WAST	E GENERATE A FO	005 OR F019 SLUDG	E?			
	YES	14	NO	IS THIS WASTE STREA	AM SUBJECT	TO THE INORGAN	IC METAL BEARING	WASTE PROHIBIT	ION FOUND AT 40 CH	FR 268.3(C)?	
	YES	~	NO	DOES THIS WASTE CO	ONTAIN VOC	'S IN CONCENTRA	TIONS >=500 PPM?	TUCNITE MITH & M	ABOD DDESSUDE >-	3KPA / 044 PSIA12	
	YES		NO	DOES THE WASTE CO	NTAIN GRE	ATER THAN 20% O	FORGANIC CONST	ITUENTS WITH A V	APOR PRESSURE	- 36FA (.044 F31A)F	
	YES	~	NO	DOES THIS WASTE CO	ONTAIN AN C	DRGANIC CONSTIL	UENT WHICH IN ITS	PURE FORM HAS	A VAPOR PRESSOR	5 - 11 NFA (11.2 Foin):	
	YES	~	NO	IS THIS CERCLA REG	ULATED (SU	PERFUND ) WASTE					
	YES		NO	IS THE WASTE SUBJE	CT TO ONE	OF THE FOLLOWIN	NG NESHAP RULES	r armaceuticals produ	tion (subpart GGG)		
	1.55			Hazardous Organ	IC NESHAP (	HON) rule (subpart (			=2		
	YES	-	NO	IF THIS IS A US EPA H	AZARDOUS	WASTE, DOES TH	IS WASTE STREAM	CONTAIN BENZEN		waste requisted under the	benzene
		YES	5	NO Does the was NESHAP rule	te stream con s because the	ne from a facility with a original source of t	he waste is from a ch	emical manufacturin	g, coke by-product rec	overy, or petroleum refiner	y process?
		YE	s	NO Is the generat	ing source of	this waste stream a	facility with Total Ann	ual Benzene (TAB)	>10 Mg/year?		
		1000	at is th	e TAB quantity for your fa	cilling [		Megagram/year (*	1 Mg = 2,200 lbs)			
		VVII			cuityr [			. Mine terrests reads			
	G DOT	The Des	basis scribe l	for this determination ls:	Knowledge of	the Waste Or Test	Data		Knowledge	Testing	
	g. dot ot/tdg NO	The Des /TDG I PROP	ER SH	for this determination is: the knowledge	EGULATED	MATERIAL, (SC	Data		Knowledge	Testing	
	G. DOT DT/TDG NC TRANS	The Des /TDG I PROP DN HA	a basis scribe I INFOR ER SH ZARI ATION	for this determination is: the knowledge	EGULATED	MATERIAL, (SC	Dala NL)	EARLY V OTHE	Knowledge	Testing	
S	G. DOT DT/TDG NC TRANS TIMATE	The Des PROP N HA PORT D SHI	a basis scribe I NFOR ER SH ZARI ATION PMEN	for this determination is: the knowledge	EGULATED	MATERIAL, (SC	Data DIL) QUARTERLY Y	EARLY V OTHE	Knowledge R <u>as needed</u> BULK	SOLID	
0	G. DOT. DT/TDG NC TRANS TIMATE 1-3	The Des PROP N HA PORT D SHI	a basis scribe I INFOR ER SH ZARI ATION PMEN	for this determination Is: the knowledge	EGULATED	MATERIAL, (SC	NL) QUARTERLY Y BULK LIQUID	EARLY V OTHE	Knowledge R <u>as needed</u> BULK	SOLID	YARD
	G. DOT DT/TDG NO TRANS TIMATE <u>1-3</u> DRAGE	The Des /TDG I PROP N HA PORT D SHII CON	a basis scribe I INFOR ER SH ZARI ATION PMEN CITAINE	for this determination is: the knowledge	EGULATED	MATERIAL, (SC KLY MONTHLY GALLONS/SHIPN	Dala ML) QUARTERLY Y BULK LIQUID MENT: 0 Min -0 Ma	EARLY V OTHE	Knowledge R <u>as needed</u> BULK SHIPMENT UOM:	SOLID TON	YARD
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#### Addendum

D. COMPOSITION			1.772	
CHEMICAL	MIN	-	MAX	UOM
BENZO[G,H,I]PERYLENE	830.000 0000	-	830.00 00000	PPB
BENZO[K]FLUORANTHENE	980.000	-	980.00	PPB
CADMIUM	1.30000		1.3000	PPM
CHROMIUM	14.0000		14.000	PPM
CHRYSENE	2400.00		2400.0	PPB
COPPER	400.000		400.00	PPM
DIBENZ[A,H]ANTHRACENE	220.000		220.00	PPB
DIBENZOFURAN	560.000		560.00	PPB
FLUORANTHENE	5600.00		5600.0	PPB
FLUORENE	550.000		550.00	PPB
INDENO[1,2,3-CD]PYRENE	800.000		800.00	PPB
LEAD	97.0000		97.000	PPM
MERCURY	0.29000	12	0.2900	PPM
NAPHTHALENE	540.000	r'-	540.00	PPB
NICKEL	15.0000	[	15.000	РРМ
PCB-1260	140.000	- 1	140.00	РРВ
PHENANTHRENE	6900.00 00000		6900.0	РРВ
PYRENE	5000.00	;"-	5000.0	PPB
SELENIUM	0.55000	572	0.5500	PPM
SILVER	1.80000	572	1.8000	PPM
SOIL	99.0000	5-	100.00	%
TOLUENE	0.04500	ĵ'-	0.0450	PPM
ZINC	180.000	5 <sup></sup>	180.00	PPM
				******

G. DOT/TDG INFORMATION

![](_page_33_Picture_0.jpeg)

# WACTE MATEDIAL DOOETLE CHEET

leanHar	Dors -	Clean Harbors Profile	e No. CH189526	511LL1 58			
A. GENERAL INFORMA GENERATOR EPA ID #// GENERATOR CODE (As ADDRESS 20675 Roy CUSTOMER CODE (Ass ADDRESS 525 W A	TION REGISTRATION # Isigned by Clean Harbors International Action International Action (International Action) International Action (International Action) International Action (International Action) Internation (International Action) Internation (International Action) Internation (International Action) Internation (International Action) Internation (Internation)	MIK617484941 GENER MIK617484941 GENER CITY MI48574 CUSTO 0473 CITY	AATOR NAME: RIPLE Hancock State DMER NAME: Depart Lansing State/	Y PRODUCTS PROVINCE PHONE: (906 timent of Enviro PROVINCE	COMPANY MI ZIP/POST 5) 337-0389 conment, Great MI ZIP/POST	FAL CODE 499 Lakes, and Ener FAL CODE 489	30 gy 09
B. WASTE DESCRIPTION WASTE DESCRIPTION:	Mercury Waste for	r Retort					
PROCESS GENERATING	WASTE: Spill	cleanup, contains elemental me	rcury				
IS THIS WASTE CONTAIN	ED IN SMALL PACKAG	ING CONTAINED WITHIN A LARGER	SHIPPING CONTAINER ? N	0			
C. PHYSICAL PROPERT	IES (at 25C or 77F)						
C. PHYSICAL PROPERTIES (at 25C or 77F) PHYSICAL STATE SOLID WITHOUT FREE LIQUID POWDER MONOLITHIC SOLID LIQUID/SOLID MIXTURE % FREE LIQUID % SETTLED SOLID % TOTAL SUSPENDED SOLID SLUDGE GAS/AEROSOL		NUMBER OF PHASES/LAYERS 1 2 3 TO % BY VOLUME (Approx.) MIL BO	P 25.00 DDLE 0.00 DTTOM 75.00	VISCOSITY (II 1 - 100 (e. 101 - 500	l liquid present) g. Water) (e.g. Motor Oil) 00 (e.g. Molasses	COLOR <u>Varie</u> :	I
		ODOR         NONE         BOILING POINT °F (°C)           MILD         <= 95 (<=35)           STRONG         95 - 100 (35-38)           Describe:         101 - 129 (38-54)           Image: Stream of the strea		> 10,000 MELTING POINT "F ("C) < 140 (<60) 140-200 (60-93) > 200 (>93) > 1- > 200 (>93)			C 6
FLASH POINT °F (°C) < 73 (<23) 73 - 100 (23-38) 101 -140 (38-60) 141 -200 (60-93) ✓ > 200 (>93)	pH <= 2 2.1 - 6.9 ✓ 7 (Neutral) 7.1 - 12.4 >= 12.5	SPECIFIC GRAVITY           -         < 0.8 (e.g. Gasoline)	ASH < 0.1 0.1 - 1.0 ♥ 1.1 - 5.0 5.1 - 20.0	> 20 Unknown	BTU/LB (MJ/kg) < 2,000 (- 2,000-5,0 5,000-10, > 10,000 Actual:	<4.6) 00 (4.6-11.6) 000 (11.6-23.2) (>23.2)	1
D. COMPOSITION (List	the complete composition	n of the waste, include any inert compo	onents and/or debris. Ranges for	individual compo	nents are accepta	ible. If a trade name	is used,
CHEMICAL 1-METHYLNAPHTH 2-METHYLNAPHTH ACENAPHTHENE ACENAPHTHYLEN	IALENE IALENE				MIN 720.0000000 730.0000000 560.0000000 100.0000000	- MAX - 720.0000000 - 730.0000000 - 560.0000000 - 100.0000000	UOM PPB PPB PPB PPB
ANTHRACENE		- 100 av (and 100 a page page 2 days)			1400.0000000	- 1400.00000	PPB
ARSENIC BARIUM		·····	••••••	••••••	3.4000000 44.0000000	- 3.4000000 - 44.0000000	PPM PPM
BENZO[A]ANTHRA	CENE				2200.0000000	- 2200.00000	PPB
BENZO[A]PYRENE		•••••••		••••••	2200.0000000	- 2200.00000	PPB

BENZO[B]FLUORANTHENE

2900.0000000 -- 2900.00000 PPB 00 DOES THIS WASTE CONTAIN ANY HEAVY GAUGE METAL DEBRIS OR OTHER LARGE OBJECTS (EX., METAL PLATE OR PIPING > 1/4" THICK OR V NO YES >12" LONG, METAL REINFORCED HOSE >12" LONG, METAL WIRE >12" LONG, METAL VALVES, PIPE FITTINGS, CONCRETE REINFORCING BAR OR PIECES OF CONCRETE >3")? If yes, describe, including dimensions: DOES THIS WASTE CONTAIN ANY METALS IN POWDERED OR OTHER FINELY DIVIDED FORM? YES V NO DOES THIS WASTE CONTAIN OR HAS IT CONTACTED ANY OF THE FOLLOWING; ANIMAL WASTES, HUMAN BLOOD, BLOOD PRODUCTS, BODY FLUIDS, MICROBIOLOGICAL WASTE, PATHOLOGICAL WASTE, HUMAN OR ANIMAL DERIVED SERUMS OR PROTEINS OR ANY OTHER YES V NO POTENTIALLY INFECTIOUS MATERIAL? I acknowledge that this waste material is neither infectious nor does it contain any organism known to be a threat to human health. This certification is based on my knowledge of the material. Select the answer below that applies: The waste was never exposed to potentially infectious material. YES NO YES NO Chemical disinfection or some other form of sterilization has been applied to the waste. I ACKNOWLEDGE THAT THIS PROFILE MEETS THE CLEAN HARBORS BATTERY PACKAGING REQUIREMENTS. NO YES I ACKNOWLEDGE THAT MY FRIABLE ASBESTOS WASTE IS DOUBLE BAGGED AND WETTED. YES NO

SPECIFY THE FORM CODE ASSOCIATED WITH THE WASTE.

![](_page_34_Picture_0.jpeg)

SPECIFY THE SOURCE CODE ASSOCIATED WITH THE G39 WASTE.

÷

![](_page_35_Picture_0.jpeg)

Clean Harbors Profile No. CH1895268

#### E. CONSTITUENTS

Are these values based on testing or knowledge? Knowledge 🗹 Testing

If constituent concentrations are based on analytical testing, analysis must be provided. Please attach document(s) using the link on the Submit lab.

Please indicate which constituents below apply. Concentrations must be entered when applicable to assist in accurate review and expedited approval of your waste profile. Please note that the total regulated metals and other constituents sections require answers.

RCRA	REGULATED METALS	REGULATORY LEVEL (mg/l)	TCLP mg/l	TOTAL	UOM	NOT APPLICABLE	
D004	ARSENIC	5.0	3.4000	3.4000000	PPM		
D005	BARIUM	100.0	44.0000	44.0000000	PPM		
D006	CADMIUM	1.0	1.3000	1.3000000	PPM		
D007	CHROMIUM	5.0	14.0000	14.0000000	PPM		
DOOB	LEAD	5.0	97.0000	97.0000000	PPM		
D009	MERCURY	0.2	0.2000	5.0000000	%		
D010	SELENIUM	1.0	0.5500	0.5500000	PPM	******	
D011	SILVER	5.0	1.8000	1.8000000	PPM		
	VOLATILE COMPOUNDS			OTHER CONSTITUES	ITC	MAX LIOM	NOT
D018	BENZENE	0.5		OTHER CONSTITUEN	113	WAX DOW	APPLICABLE
D019	CARBON TETRACHI ORIDE	0.5	•••••	BROMINE			~
D021	CHLOBOBENZENE	100.0		CHLORINE			2
0022	CHIOROFORM	80		FLUORINE		******	
D022		0.0	*********	IODINE		*******	
0026				SULFUR			
D029	1,1-DICHLOHOETHYLENE	0.7		POTASSIUM			
D035	METHYL ETHYL KETONE	200.0		SODUM			
D039	TETRACHLOROETHYLENE	0.7		SODIOW			
D040	TRICHLOROETHYLENE	0.5		AMMONIA			×
D043	VINYL CHLORIDE	0,2		CYANIDE AMENABLE			
	SEMI-VOLATILE COMPOUN	DS		CYANIDE REACTIVE			<b>v</b>
D023	o-CRESOL	200.0	Station fr	CYANIDE TOTAL			<u> </u>
D024	m-CRESOL	200.0		SULFIDE REACTIVE			<u> </u>
D025	p-CRESOL	200.0		HOCs		PCBs	
D026	CRESOL (TOTAL)	200.0					
D027	1,4-DICHLOROBENZENE	7.5		NONE		NONE	
D030	2,4-DINITROTOLUENE	0.13		< 1000 PPM		< 50 PPM	
D032	HEXACHLOROBENZENE	0.13		>= 1000 PPM		>=50 PPM	
D033	HEXACHLOROBUTADIENE	0.5		•		IF PCBS ARE PRESEN	IT, IS THE BY TSCA 40
D034	HEXACHLOROETHANE	3.0	•••••			CFR 761?	
D036	NITROBENZENE	2.0	********	•		YES	NO
D037		100.0	******	•			1 1.2
D038	PVRIDINE	50					
0041		400.0	********	-			
0041		400.0		0			
0042	2,4,6-THICHLOHOPHENOL	2.0	*********	-			
-	PESTICIDES AND HERBICIL	DES					
D012	ENDRIN	0.02		-			
D013	LINDANE	0.4		F)			
D014	METHOXYCHLOR	10.0					
D015	TOXAPHENE	0.5					
D016	2,4-D	10.0					
D017	2,4,5-TP (SILVEX)	1.0					
D020	CHLORDANE	0.03					
D031	HEPTACHLOR (AND ITS EPOXIL	DE) 0.008					
ADDI DOES T	TIONAL HAZARDS HIS WASTE HAVE ANY UNDISCLO	SED HAZARDS OR PRI	OR INCIDENTS	ASSOCIATED WITH IT, WH	ICH COULD A	AFFECT THE WAY IT SHOULD	BE HANDLED?
YE	S NO (If yes, explain)						
СНО	OSE ALL THAT APPLY						
DE	EA REGULATED SUBSTANCES	EXPLOSIVE		FUMING		OSHA REGULAT	ED CARCINOGENS
PC	DLYMERIZABLE	RADIOACTIVE		REACTIVE MAT	TERIAL	NONE OF THE A	BOVE

![](_page_36_Picture_0.jpeg)

# Clean Harbors Profile No. CH1895268

, RE	GULAT	ORY !	STATL	IS						
-	YES	0.174	NO	USEPA HAZARDOUS WASTE D006 D007 D008 D009	2		÷ • •			
	YES	-	NO	DO ANY STATE WASTE COD	ES APPLY?		-			
				Towar Wasta Coda						
	YES		NO	DO ANY CANADIAN PROVIN	CIAL WASTE CODES APPLY2					
1	YES		NO	IS THIS WASTE PROHIBITED	FROM LAND DISPOSAL WITHOUT FURTHER	R TREATMENT PER	R 40 CFR PART 268?			
				VARIANCE INFO:	s is subject to LDR.		an sector in procession and the			
	YES	~	NO	IS THIS A UNIVERSAL WAST	E?					
	YES		NO	IS THE GENERATOR OF THE	WASTE CLASSIFIED AS VERY SMALL QUA	TITY GENERATOR	VISOGI OR A STATE FOUR	VALENT DESIGNATION?		
	YES		NO	IS THIS MATERIAL GOING TO	D BE MANAGED AS A RCRA EXEMPT COMM	FRCIAL PRODUCT	WHICH IS FUEL (40 CER 26	1.2 (C)(2)(1))2		
	YES	~	NO	DOES TREATMENT OF THIS	WASTE GENERATE & EOOS OF EO10 SI LIDO	E2		1.2 (0)(2)(1))?		
	YES	~	NO	IS THIS WASTE STREAM SU	BJECT TO THE INORGANIC METAL BEARING	WASTE PROHIBIT	TION FOUND AT 40 CEP 268	3/012		
	YES	~	NO	DOES THIS WASTE CONTAIL	VOC'S IN CONCENTRATIONS >=500 PPM?	THAT LINGTIDI		5(0):		
	YES		NO	DOES THE WASTE CONTAIN	GREATER THAN 20% OF ORGANIC CONST	ITUENTS WITH A V	APOR PRESSURE >= .3KPA	(.044 PSIA)?		
	YES	~	NO	DOES THIS WASTE CONTAI	N AN OBGANIC CONSTITUENT WHICH IN ITS		A VAPOR RRESSURE > 77	KBA (11 2 PEIA)2		
	YES	-	NO			I DILE I DIAM INS	A VAPOR PRESSURE ? IT	AFA (TE FOIA)		
	YES	5	NO	IS THE WASTE SUBJECT TO	ONE OF THE FOLLOWING NESHAB BUILES					
	123	12	NO	Hazardour Oranoia NES	HAR (HON) and (where C)	renuneulieste eredu	alian (subset CCC)			
	-			Hazardous Organic NES	nar (non) rule (subpart G)	annaceuticais produ	clion (subpan GGG)			
	TES		NO	IF THIS IS A US EPA HAZAR	DOUS WASTE, DOES THIS WASTE STREAM	CONTAIN BENZEN	E?			
		YES Wha The	at is th basis	NESHAP rules beca NO Is the generating so e TAB quantity for your facility? for this determination is: Knowle	use the original source of the waste is from a ch urce of this waste stream a facility with Total Ann Megagram/year ( edge of the Waste Or Test Data	emical manufacturin nual Benzene (TAB) 1 Mg = 2,200 lbs)	ig, coke by-product recovery, >10 Mg/year? Knowledge T	or petroleum refinery process? esting		
		Des	cribe t	he knowledge :				a second and a second and a second a s		
	G. DOT	TDGI	NFOR	MATION						
DC	T/TDG	PROP	ER SH	IPPING NAME:						
	RQ	NA3	082,	HAZARDOUS WASTE, LIC	UID, N.O.S., (MERCURY), 9, PG III (D00	9)				
H.	IMATE	D SHI	ATION	REQUIREMENTS	E WEEKLY MONTHLY QUARTERLY	YEARLY OTH	ER			
			. c	ONTAINERIZED	BULK LIQUID		BULK SOLI	<b>b</b>		
	1-1	CON	TAINE	RS/SHIPMENT	GALLONS/SHIPMENT: O Min -O Ma	GAL.	SHIPMENT UOM:	TON YARD		
STO	NTAINE	CAPA R TYP	CITY: E:	1		W NEED	TONS/YARDS/SHIPMENT	0 Min - 0 Max		
	PÓ	RTABLE	TOTE T	ANK BOXICARTONICASE				2. Million A. Million		
	cu	BIC YAR	DBOX	V DRUM						
	or	HER		ORUM SIZE: 55						
I.	SPECIA	L RE	QUES	r						
Cr	COMME	ENTS O	R REQ	UESTS: as only performed on soil constitu	ent					
GE	NERATO	DR'S CI	ERTIFIC	CATION						
1 c sa de	ertify that mples su ems nece	l am ai binitted essary.	are rep to reflect	d to execute this document as an aut resentative of the actual waste. If Clea I the discrepancy.	horized agent. I hereby certify that all information subm an Harbors discovers a discrepancy during the approval	tted in this and attached process, Generator gra	d documents is correct to the best ants Clean Harbors the authority to	of my knowledge I also certify that any, amend the profile, as Clean Harbors		
	A	UTHO	RIZED	SIGNATURE	NAME (PRINT)	TITLE		DATE		
					0 V 8618	Ince	EGLE			
	0	V.	1. 1.11	wa Gric	HANN VOICE HOL	GAA		911711		

![](_page_37_Picture_0.jpeg)

### Addendum

D. COMPOSITION	- 177		177	
CHEMICAL	MIN		МАХ	UOM
BENZO[G,H,I]PERYLENE	830.000 0000		830.00 00000	PPB
BENZO[K]FLUORANTHENE	980.000 0000		980.00	PPB
CADMIUM	1.30000		1.3000	PPM
CHROMIUM	14.0000		14.000	PPM
CHRYSENE	2400.00	-	2400.0	PPB
COPPER	400.000	-	400.00	PPM
DEBRIS (PLASTIC, PPE, TRASH, HOSE, ETC)	75.0000	-	100.00	%
DIBENZ[A,H]ANTHRACENE	220.000	-	220.00	PPB
DIBENZOFURAN	560.000	-	560.00	PPB
DIRT, SAND	0.00000	-	1.0000	%
FLUORANTHENE	5600.00		5600.0	PPB
FLUORENE	550.000		550.00	PPB
INDENO[1,2,3-CD]PYRENE	800.000		800.00	PPB
LEAD	97.0000	-	97.000	PPM
MERCURY	0.00000	-	5.0000	%
NAPHTHALENE	540.000 0000	;	540.00	PPB
NICKEL	15.0000	; <u>-</u>	15.000	PPM
PCB-1260	140.000	) —	140.00	PPB
PHENANTHRENE	6900.00 00000	) (	6900.0 000000	PPB
PYRENE	5000.00	)	5000.0	PPB
SELENIUM	0.55000	5	0.5500	PPM
SILVER	1.80000	5	1.8000	PPM
TOLUENE	45.0000	57-	45.000	PPB
WATER	5.00000	5	20.000	%
ZINC	180.000	; (	180.00	PPM
		1.00		

G. DOT/TDG INFORMATION

	OKL	DISP( AHOMA DEPARTMENT ( PHON See instructions on rever	OSAL PLAN OF ENVIRONN NE: (405) 702-5 se side before con	APPLICATIO IENTAL QUALIT 100 FAX: (405) npleting this form. D	N FORM Y LAND PF 702-5101 DO NOT RED	ROTECTION DIVISION		
Application Date:	9-12-19	Generator EPA ID No.:		MIK61748494	¥1			
- Please Indicate Type of Plan:	X	New Plan-mark ONE:		CONTINUOUS (bill DNE TIME (plan will Plan N	ed annually f Il expire in 12 Iumber:	or plan renewal) months)		
		_Amendment to Current W	laste Stream:	Waste	Stream No.			
FACILITY INFORMAT	ION	Constant of the						
Facility Name:	_Riple	ey Products Company			_			
Facility Physical Addre	ss: 206 Addres	75 Royce Road	Han	Hancock, Michigan City		) Houghton County		
Facility Mailing Addres	s: 551	95 U.S. 41 North	Calu	umet	MI	49913 Zip		
Billing Address :	Addres	Clean Harbors LM 40	)355 S. Cou	nty Rd Wayr	noka OK State	73860 Zip		
Facility Contact Persor	n: Amy	Amy Keranen		_Facility Contact Title:		Proj. Manager, Michigan Departmen Environment, Great Lakes, and Energ		
Facility Contact Email:	kera	keranena@michigan.gov		Facility Contact Phone:		906-337-0389		
DETAILED WASTE D	ESCRIPTION	N						
waste name:		ipacted debris						
Waste Physical State:	Liqui	Liquid: Sludge:		X Solid:		Layered:		
Amount Generated:	Yearl Laboratory at (Safety Data Shee specification prod	Yearly: 20 cubic yards pratory analysis attached. y Data Sheets are acceptable for off- ication products only).		Oklahoma Generator waste is generated.		erators: Identify which county ated.		
Process Generating W	laste:	Please describe, in detail, the	process that gener	ated the waste . See	reverse for mo	pre instructions.		
Scrap metal and de	bris impacte	ed with mercury gener	ated during	a mercury spill	cleanup.			
			_					
TSD INFORMATION Site Receiving Waste:	ON (use continuation page if necessary) ste: Clean Harbors Lone Mountain							
Site Mailing Address:	403 Addre	40355 South County Ro		ad 236 Waynoka OK city Stat		73860 Zip		
TOD EDA ID No.		DKD065438376		58	580-697-3500			

appropriate receiving facility in the State of Oklahoma.

Cy Known, EGLE

Date 9/13/19

#### DISPOSAL PLAN APPLICATION INSTRUCTIONS

The Disposal Plan is designed for RCRA hazardous waste generators and RCRA regulated materials. Small Quantity Generators and Conditionally Exempt Small Quantity Generators are exempt from the Disposal Plan requirements (OAC 252:205-5-3). One Disposal Plan Application should be completed for each waste generated at each facility which is the origination point of hazardous wastes. Approved Disposal Plans will be listed on the Land Protection Division's Web Page:

http://www.deg.state.ok.us/LPDnew/hwindex.html

#### **IDENTIFICATION OF WASTE GENERATOR**

Generator's EPA ID number for the facility location is required. This Disposal Plan Application will not be processed without this number. If you do not have a number, the form to apply for a number can be found at the above mentioned web page, EPA FORM #8700-12.

Enter facility name, addresses (physical, mailing, and billing), phone number, etc., as indicated. If the facility address is identical to the mailing address and billing address, enter "SAME". Enter the name and title of the person in charge of the facility or the facility contact person. This person should verify all submitted information is correct, sign, and date the Disposal Plan Application. A Consultant's or a preparer's signature will not be accepted in lieu of the generator's signature.

#### DETAILED WASTE DESCRIPTION

Enter waste name, NOT THE DOT DESCRIPTOR. This name will be used on the Disposal Plan to identify the waste stream. ENTER ALL EPA WASTE CODES APLLICALBE TO THIS WASTE STREAM. Indicate physical characteristics of this waste. Attach laboratory analysis for this waste stream. For necessary tests see 40 CFR 261, Appendix I through X. Safety Data Sheets (SDS) may be used for off -specification products only. YELLOW BOXES MUST BE COPLETED.

#### PROCESS GENERATING WASTE

Provide a detailed description of the process generating the waste. Descriptions must be sufficient to properly characterize the waste an must account for each EPA waste codes claimed. Use an extra page if necessary.

#### TREATMENT, STORAGE, and/or DISPOSAL (TSD) FACILITY INFORMATION

Enter the TSD name, address, phone number, etc., as indicated. Give complete mailing address of the TSD Facility. Enter the TSD EPA ID number. This will be checked against an EPA database to ensure TSD's authorization to accept the waste. If more than one TSD needs to be listed, use the continuation page located at:

http://www.deg.state.ok.us/LPDnew/forms/Haz%20Waste/DPPLANCONTINUATION.pdf

### AMENDMENTS TO PREVIOUSLY APPROVED DISPOSAL PLANS and WASTE STREAMS

Entire application must be completed for any amendment. Identify the facility Disposal Plan number and/or the waste stream number to be amended.

#### **DISPOSAL PLAN FEES**

Fees must be submitted with the Disposal Plan Application. Purchase Orders are acceptable-a copy of the PO must be submitted with the Disposal Plan Application. The Disposal Plan will not be issued until payment conformation is complete.

OKLAHO	MA GENERATORS	5	OUT-OF-STATE GENERATORS				
Processing Fee (includes 2 waste streams) \$100.00			Processing Fee (includes 2 waste streams)	\$100.00			
Monitoring and Inspectio	on Fee	\$100.00	Monitoring and Inspection Fee	\$0.00			
Additional waste stream	s over 2	\$50.00	Additional waste streams over 2	\$50.00			
		ONE TIME DISPO	SAL PLANS				
OKLAHO	MA GENERATORS		OUT-OF-STATE GENERATORS				
Processing Fee (includes	a 2 waste streams)	\$100.00	Processing Fee (includes 2 waste streams)	\$100.00			
Monitoring and Inspection Fee \$100.00			Monitoring and Inspection Fee	\$0.00			
Additional waste stream	s over 2	\$50.00	Additional waste streams over 2				
		AMMENDMENTS TO E	EXISTING PLANS				
	Adding a waste stre	am (per additional stream)	\$50.00				
	Amending information	on on current waste streams	\$0.00				
Amending information on current Disposal Plans			\$0.00				
The generator is billed an a	innual fee on the same	basis as above, except for One	e Time Disposal Plans.				
		SUBMITTING FO	RM and ASSOCIATED FEES				
DEQ Physical Address:	707 N Robinson Ave	Mail to:	Disposal Plans				
	Oklahoma City, OK		Financial and Human Resources Management				
For additional assistance in	completing this form, c	call (405) 702-5100	Oklahoma Department of Environmental Quality				
To pay by credit c	ard call: (405) 70	02-1130	P.O. Box 2036				

Oklahoma City, OK 73101

![](_page_40_Picture_0.jpeg)

![](_page_41_Picture_0.jpeg)

Photo 1: View looking east at scrap metal pile with equipment containing visible mercury beads (red arrows).

![](_page_41_Picture_2.jpeg)

Photo 3: View of small beads of mercury (red arrows) scattered across the ground surface.

![](_page_41_Picture_4.jpeg)

Photo 2: View of a mercury bead on scrap equipment (red arrow).

![](_page_41_Picture_6.jpeg)

Photo 4: View looking northeast of mercury beads being vacuumed from the ground surface.

![](_page_41_Picture_8.jpeg)

200 Michigan Street, Suite 705, Hancock, Michigan 49930 Tel: 906.281.3404 Interim Response Construction Summary Report for Mercury Removal Photo Page 1 MSG Project MDEQ0076

![](_page_42_Picture_0.jpeg)

Photo 5: View of scrap encased in plastic to screen for the presence of mercury.

![](_page_42_Picture_2.jpeg)

Photo 7: View looking north at the mercury affected area after affected scrap and soil has been removed.

![](_page_42_Picture_4.jpeg)

Photo 6: View looking north at a grid of plastic sheeting set up to screen soil for the presence of mercury during excavation.

![](_page_42_Picture_6.jpeg)

Photo 8: View looking west at the containerized elemental mercury and mercury affected soils staged prior to disposal.

![](_page_42_Picture_8.jpeg)

200 Michigan Street, Suite 705, Hancock, Michigan 49930 Tel: 906.281.3404 Interim Response Construction Summary Report for Mercury Removal Photo Page 2 MSG Project MDEQ0076

![](_page_43_Picture_0.jpeg)