

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
REMEDICATION & REDEVELOPMENT DIVISION
CALUMET FIELD OFFICE
CALUMET, MICHIGAN



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Site ID: 31000098
Houghton County, Michigan

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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 SUMMARY AND CONCLUSIONS

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 RECOMMENDATIONS

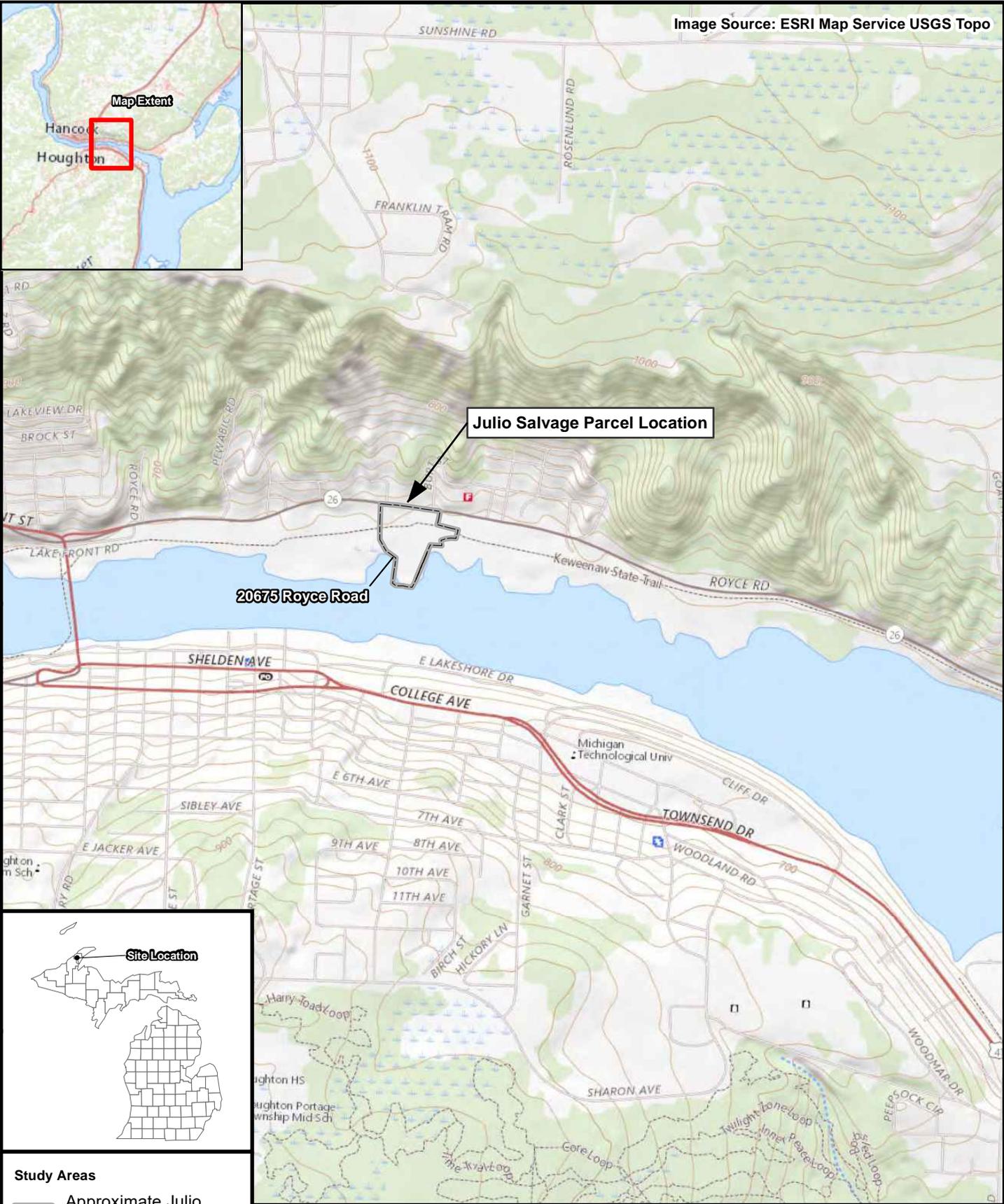
MSG has the following recommendation:

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

FIGURES



Image Source: ESRI Map Service USGS Topo



FILE: W:\Projects\Projects K-OMDECO07\ENG\APPS\GIS\mxd\Planning\2020\2024_Hg_ACM_IR\Fig1_OMCP_Project_Location_Hg_IR_v20200514.mxd 3:12:52 PM 5/14/2020 AMiller



Study Areas

Approximate Julio Property Boundary

0 1,500
Ft
Coordinate System: MIGeoRef(m)

N

EGLE
MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

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TECHNICAL SKILL. CREATIVE SPIRIT.
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Figure 1
Project Location Map
Julio Properties - Ripley Waterfront
Houghton County,
Michigan

Image Source: Michigan Imagery Solution (Houghton - 2018)



1865 Shoreline	Features Identified on Sanborn Maps	Pile Limit
MDNR Trail	Updated Aerial Imagery Extent (26 June 2019)	Soil Removal Extent
Approximate Parcel Boundaries		

Notes:
- MDNR = Michigan Department of Natural Resources

0 60 Ft
Coordinate System: MGeoRef(m)



Figure 2
Elemental Mercury Removal Area
Julio Salvage
Julio Properties - Ripley Waterfront
Houghton County, Michigan

FILE: W:\Projects\Projects_K-01\MD-0070\ENG\APPS\GIS\mxd\Plan\mxd\20200224_Hg_ACM_IR\Fig2_Hg_Removal_v20200514.mxd 3:20:31 PM 5/14/2020 AMiller

APPENDIX A

Emergency Procurement Action Form



EMERGENCY PROCUREMENT ACTION FORM

Site Name: Ripley Hg Removal County: Houghton
Index: 44251 PCA: 42050 Project #: 6996
ERD Staff Contact: Amy Keranen Date of Emergency: 7/26/19
Contacted by:
District Supervisor'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
mccollum.joshua@cleanharbors.com
Cell: 262-328-7743
Office: 262-474-6399

Funding Source:

Authorized by:

Responsible Party: Ripley Products, Julio Marine & Salvage

Cost Recovery:

APPENDIX B

Purchase Order





Michigan Department of Environment, Great Lakes, and Energy

PURCHASE ORDER

Reference PO number to ensure prompt payment

Doc ID: 190000010558

Ver #: 1

Date Issued: 08/15/2019

Vendor Name: Clean Harbors Environmental Services, Inc.	Address Code: AD049
Vendor No: VS0052359	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:	Contact Information:
Name: Raymond Cummins	Name:
Phone: 313-732-1148 Ext:	E-mail:
E-mail:	

Bill To:	Ship To:
RRD Department of Environment, Great Lakes, and Energy Remediation And Redevelopment, 5th Floor South PO Box 30426 Lansing MI 48909-7926	CALUMET RRD Department of Environment, Great Lakes, and Energy Calumet Field Office - RRD 55195 US 41 Calumet MI 49913

INTERNAL USE
Procurement Folder: 440718
Award Date:
Master Agreement:
FOB:
Delivery Date:

Line #	Commodity Code	Quantity	Unit	Description	Unit Price	Service From	Service To	Total Price
1	91268			#19-10 RIPLEY MERCURY REMOVAL/HANCOCK SCRAP YARD; EMERGENCY				\$32,915.00

Manufacturer:	Part Number:
----------------------	---------------------

Extended Description: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND RELATED WORK REQUIRED FOR MERCURY REMOVAL OF THE ABANDONED MINING WASTES-QUINCY MINING COMPANY OPERATIONS AREA APPROXIMATELY 40 FEET OF THE COPPER HERITAGE TRAIL/HANCOCK SCRAP YARD, HOUGHTON COUNTY
PM: A. KERANEN
Detailed Instructions:
CS-138: MANAGEMENT, CONSTRUCTION #

TOTAL: \$32,915.00

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



Michigan Department of Environment, Great Lakes, and Energy

PURCHASE ORDER

Reference PO number to ensure prompt payment

Doc ID: 19000010558

Ver #: 1

Date Issued: 08/15/2019

Terms and Conditions

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.

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.

Notices

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).

Independent 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.



Michigan Department of Environment, Great Lakes, and Energy

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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.

Severability

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 & Reqs, 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 Reqs, 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; (i) 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



Michigan Department of Environment, Great Lakes, and Energy

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PURCHASE ORDER

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

APPENDIX C

Mercury Removal Response Scope of Work



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:

<u>Work Item</u>	<u>Contractor Quote</u>
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 30 tons)
TOTAL	\$ _____

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

Legend

↓ Mercury



Houghton Island

Hwy 41

203

41

Mercury

Royce Rd

Houghton Houghton

Dollar Bay

26

Google Earth Atlantic Mine

N

3 mi



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



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



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



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.

APPENDIX D

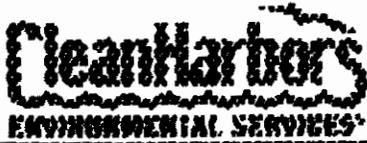
WASTE MANAGEMENT RECORDS



Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number MIK617484941	2. Page 1 of 1	3. Emergency Response Phone (800) 483-3718	4. Manifest Tracking Number 010547058 FLE					
5. Generator's Name and Mailing Address RIPLEY PRODUCTS COMPANY Michigan EGLE 525 West Allegan Street - P.O. Box 30473 Lansing, MI 48909				Generator's Site Address (if different than mailing address) 20675 Royce Rd Hancock, MI 49930						
6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc.					U.S. EPA ID Number MAD039322250					
7. Transporter 2 Company Name					U.S. EPA ID Number					
8. Designated Facility Name and Site Address Spring Grove Resource Recovery Inc. 4878 Spring Grove Avenue Cincinnati, OH 45232					U.S. EPA ID Number OHD000818629					
Facility's Phone: (513) 681-5738										
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes				
		No.	Type							
		1	DF			20	P	D006	D007	D008
								D009		
14. Special Handling Instructions and Additional Information 1. CH1895268 ERG#171										
<p style="text-align: right;">Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience or safety.</p> <p>15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.</p>										
Generator's/Offoror's Printed/Typed Name Amy Keranen, EGLE				Signature <i>Amy Keranen</i>		Month Day Year 9 10 19				
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____										
17. Transporter Acknowledgment of Receipt of Materials										
Transporter 1 Printed/Typed Name Chris McEckeln				Signature <i>Chris McEckeln</i>		Month Day Year 9 18 19				
Transporter 2 Printed/Typed Name				Signature		Month Day Year				
18. Discrepancy										
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection										
Manifest Reference Number: _____										
18b. Alternate Facility (or Generator)						U.S. EPA ID Number				
Facility's Phone: _____										
18c. Signature of Alternate Facility (or Generator) _____ Month Day Year _____										
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)										
1. H141		2.		3.		4.				
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a										
Printed/Typed Name Lakesha Mason				Signature <i>Lakesha Mason</i>		Month Day Year 10 1 19				

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



Land Disposal Restriction
Notification Form

Printed Date : Sep 18, 2019

MANIFEST INFORMATION

Generator : RIPLEY PRODUCTS COMPANY

Address: 20075 Royce Rd
Hancock, MI 49930

EPA ID #: MIK017484941

Manifest Tracking Info.

010547058FLE

Sales Order No: 1004418958-010

LINE ITEM INFORMATION

Line Item:	Page No:	Profile No:	Treatability Group:	LDR Disposal Category
1.	1	CH1895288	NON-WASTEWATER	2 (This is subject to LDR.)

EPA Waste Code	EPA Waste SubCategory
D006	Toxicity characteristic for Cadmium
D007	Toxicity Characteristic for Chromium
D008	Toxicity Characteristic for Lead
D009	High Mercury-Inorganic

LDR Chemical Data

Chemical	Underlying Hazardous Constituents	Constituents of Concern	Contaminants Subject to Treatment
ACENAPHTHYLENE	Y	N	N
PHENANTHRENE	Y	N	N
TOTAL PCB'S (SUM OF ALL PCB ISOMERS, OR ALL AROCHL	Y	N	N

Certification

Applies to
Manifest Line
Items

Pursuant to 40 CFR 268.7(a), I hereby notify that this shipment contains waste restricted under 40 CFR Part 268.

1.

Waste analysis data, where available, is attached.

Signature : Amy Keranen

Print Name : Amy Keranen, EGLE

Title : project mgr. EGLE

Date : 9-18-19

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number MIK617484941	2. Page 1 of 1	3. Emergency Response Phone (800) 483-3718	4. Manifest Tracking Number 010547043 FLE		
5. Generator's Name and Mailing Address RIPLEY PRODUCTS COMPANY Michigan EGLE 525 West Allegan Street - P.O. Box 30473 Lansing, MI 48909				Generator's Site Address (if different than mailing address) 20675 Royce Rd Hancock, MI 49930			
6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc.				U.S. EPA ID Number MAD039322250			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address Clean Harbors Lone Mountain LLC 40355 S County Road 236 Waynoka, OK 73860				U.S. EPA ID Number OKD065438376			
Facility's Phone: (580) 697-3500							
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes	
		No.	Type				
X	1. HA3077, HAZARDOUS WASTE, SOLID, N.O.S., (MERCURY), 9, PG III	01	CM	25	Y	D009	
	2.						
	3.						
	4.						
14. Special Handling Instructions and Additional Information 1. CH1897855 ERG#171 Box # CHRT 25742							
Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience or safety.							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offoror's Printed/Typed Name Amy Keraney, EGLE				Signature <i>Amy Keraney</i>		Month Day Year 10 8 19	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name Leonard Pille				Signature <i>Leonard Pille</i>		Month Day Year 10 05 19	
Transporter 2 Printed/Typed Name				Signature		Month Day Year	
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number:							
18b. Alternate Facility (or Generator)				U.S. EPA ID Number			
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator)							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1. H132		2.		3.		4. 19-5634	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name Jenna Treese				Signature <i>Jenna Treese</i>		Month Day Year 10 10 19	

Site Address : 20675 Royce Rd
Hancock, MI 49930

SC PPW 3/12/2019

WORK ORDER NO. 04418956-010

DOCUMENT NO. 144476

STRAIGHT BILL OF LADING

TRANSPORTER 1 Clean Harbors Environmental Services, Inc VEHICLE ID # CLM SR39 SR30961
 EPA ID # MAD039322250 TRANS. 1 PHONE (781) 792-5000
 TRANSPORTER 2 Tri-State Motor Transit VEHICLE ID # 175033
 EPA ID # MAD09503898 TRANS. 2 PHONE _____

DESIGNATED FACILITY <u>CLEAN HARBORS DEER TRAIL LLC</u> KN Sawyer Disposal Services LLC			SHIPPER RIPLEY PRODUCTS COMPANY		
FACILITY EPA ID # ND00000351270 <u>CO0991300784</u>			SHIPPER EPA ID # MIK617484941		
ADDRESS 12400 247th Avenue SE <u>108555 EAST HIGHWAY 36 DEER TRAIL MI</u>			ADDRESS Michigan EGLE 525 West Allegan Street - P.O. Box 30473		
CITY <u>Sawyer DEER TRAIL</u>		STATE <u>ND CO</u>	ZIP <u>58781</u>	CITY Lansing	STATE MI
CITY		STATE	ZIP	CITY	STATE
Sawyer		ND	58781	Lansing	MI
DEER TRAIL		CO	58781	Lansing	MI
CONTAINERS NO. & SIZE	TYPE	HM	DESCRIPTION OF MATERIALS	TOTAL QUANTITY	UNIT WT/VOL
3X55	DF		NON HAZARDOUS, NON D.O.T. REGULATED MATERIAL, (SOIL)	550	P
			B.		
			C.		
			D.		
			E.		
			F.		
			G.		
			H.		
SPECIAL HANDLING INSTRUCTIONS <u>A.CH1897830</u> EMERGENCY PHONE #: (800) 483-3718 GENERATOR: RIPLEY PRODUCTS COMPANY <u>605410</u>					

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 <u>Amy Keranen, EG LE</u>	SIGN <u>A. Keranen</u>	DATE <u>9-18-19</u>
TRANSPORTER 1	PRINT <u>Chris McEachern</u>	SIGN <u>C McEachern</u>	DATE <u>9-18-19</u>
TRANSPORTER 2	PRINT <u>Michael McKiff</u>	SIGN <u>Michael McKiff</u>	DATE <u>9-26-19</u>
RECEIVED BY	PRINT <u>Erin Litterholt</u>	SIGN <u>Erin Litterholt</u>	DATE <u>10/7/19</u>

3 Transporter Clean Harbors Env. Svcs. Inc.

EPA ID MAD039322250 Date 9 / 28 / 19

Print Thomas Clark Sign 

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 / /

Print _____ Sign _____

8 Transporter _____

EPA ID _____ Date / /

Print _____ Sign _____



WASTE MATERIAL PROFILE SHEET

Clean Harbors Profile No. CH1897855

A. GENERAL INFORMATION

GENERATOR EPA ID #/REGISTRATION # **MIK617484941** GENERATOR NAME: **RIPLEY PRODUCTS COMPANY**
 GENERATOR CODE (Assigned by Clean Harbors) **RI22838** CITY **Hancock** STATE/PROVINCE **MI** ZIP/POSTAL CODE **49930**
 ADDRESS **20675 Royce Rd** PHONE: **(906) 337-0389**
 CUSTOMER CODE (Assigned by Clean Harbors) **MI48574** CUSTOMER NAME: **Department of Environment, Great Lakes, and Energy**
 ADDRESS **525 W Allegan St PO Box 30473** CITY **Lansing** STATE/PROVINCE **MI** ZIP/POSTAL CODE **48909**

B. WASTE DESCRIPTION

WASTE DESCRIPTION: **Mercury Impacted Debris**

PROCESS GENERATING WASTE: **Scrap metal impacted with mercury.**

IS THIS WASTE CONTAINED IN SMALL PACKAGING CONTAINED WITHIN A LARGER SHIPPING CONTAINER? **No**

C. PHYSICAL PROPERTIES (at 25C or 77F)

PHYSICAL STATE <input checked="" type="checkbox"/> SOLID WITHOUT FREE LIQUID POWDER MONOLITHIC SOLID LIQUID WITH NO SOLIDS LIQUID/SOLID MIXTURE % FREE LIQUID % SETTLED SOLID % TOTAL SUSPENDED SOLID SLUDGE GAS/AEROSOL	NUMBER OF PHASES/LAYERS 1 2 3 TOP 0.00 MIDDLE 0.00 BOTTOM 0.00 % BY VOLUME (Approx.)				VISCOSITY (If liquid present) 1 - 100 (e.g. Water) 101 - 500 (e.g. Motor Oil) 501 - 10,000 (e.g. Molasses) > 10,000		COLOR varies
	ODOR <input checked="" type="checkbox"/> NONE MILD STRONG Describe:	BOILING POINT °F (°C) <= 95 (<=35) 95 - 100 (35-38) 101 - 129 (38-54) >= 130 (>54)		MELTING POINT °F (°C) < 140 (<60) 140-200 (60-93) <input checked="" type="checkbox"/> > 200 (>93)		TOTAL ORGANIC CARBON <input checked="" type="checkbox"/> <= 1% 1-9% >= 10%	
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 <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> > 1.2 (e.g. Methylene Chloride)	ASH < 0.1 0.1 - 1.0 1.1 - 5.0 5.1 - 20.0 > 20 <input checked="" type="checkbox"/> Unknown		BTU/LB (MJ/kg) <input checked="" type="checkbox"/> < 2,000 (<4.6) 2,000-5,000 (4.6-11.6) 5,000-10,000 (11.6-23.2) > 10,000 (>23.2) Actual:		

D. COMPOSITION (List the complete composition of the waste, include any inert components and/or debris. Ranges for individual components are acceptable. If a trade name is used, please supply an MSDS. Please do not use abbreviations.)

CHEMICAL	MIN	MAX	UOM
MERCURY	0.000000	15000.0000	PPM
METAL PIECES	90.0000000	100.0000000	%
PLASTIC	0.0000000	15.0000000	%
PPE	0.0000000	1.0000000	%
SOIL / SAND / GRAVEL AND ROCKS	0.0000000	5.0000000	%
WOOD	0.0000000	10.0000000	%

DOES THIS WASTE CONTAIN ANY HEAVY GAUGE METAL DEBRIS OR OTHER LARGE OBJECTS (EX., METAL PLATE OR PIPING >1/4" THICK OR >12" LONG, METAL REINFORCED HOSE >12" LONG, METAL WIRE >12" LONG, METAL VALVES, PIPE FITTINGS, CONCRETE REINFORCING BAR OR PIECES OF CONCRETE >3")? YES NO

If yes, describe, including dimensions: **3" diameter pipe x 12 foot long, large 3'x4'x7' machine**

DOES THIS WASTE CONTAIN ANY METALS IN POWDERED OR OTHER FINELY DIVIDED FORM? YES 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 POTENTIALLY INFECTIOUS MATERIAL? YES NO

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

Chemical disinfection or some other form of sterilization has been applied to the waste. YES NO

I ACKNOWLEDGE THAT THIS PROFILE MEETS THE CLEAN HARBORS BATTERY PACKAGING REQUIREMENTS. YES NO

I ACKNOWLEDGE THAT MY FRIABLE ASBESTOS WASTE IS DOUBLE BAGGED AND WETTED. YES NO

SPECIFY THE SOURCE CODE ASSOCIATED WITH THE WASTE: **G09** SPECIFY THE FORM CODE ASSOCIATED WITH THE WASTE: **W002**



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				<input checked="" type="checkbox"/>
D005	BARIUM	100.0				<input checked="" type="checkbox"/>
D006	CADMIUM	1.0				<input checked="" type="checkbox"/>
D007	CHROMIUM	5.0				<input checked="" type="checkbox"/>
D008	LEAD	5.0				<input checked="" type="checkbox"/>
D009	MERCURY	0.2	0.2000	260.0000000	PPM	
D010	SELENIUM	1.0				<input checked="" type="checkbox"/>
D011	SILVER	5.0				<input checked="" type="checkbox"/>
VOLATILE COMPOUNDS				OTHER CONSTITUENTS		
D018	BENZENE	0.5				<input checked="" type="checkbox"/>
D019	CARBON TETRACHLORIDE	0.5				<input checked="" type="checkbox"/>
D021	CHLOROBENZENE	100.0				<input checked="" type="checkbox"/>
D022	CHLOROFORM	6.0				<input checked="" type="checkbox"/>
D028	1,2-DICHLOROETHANE	0.5				<input checked="" type="checkbox"/>
D029	1,1-DICHLOROETHYLENE	0.7				<input checked="" type="checkbox"/>
D035	METHYL ETHYL KETONE	200.0				<input checked="" type="checkbox"/>
D039	TETRACHLOROETHYLENE	0.7				<input checked="" type="checkbox"/>
D040	TRICHLOROETHYLENE	0.5				<input checked="" type="checkbox"/>
D043	VINYL CHLORIDE	0.2				<input checked="" type="checkbox"/>
SEMI-VOLATILE COMPOUNDS				MAX		
D023	o-CRESOL	200.0				<input checked="" type="checkbox"/>
D024	m-CRESOL	200.0				<input checked="" type="checkbox"/>
D025	p-CRESOL	200.0				<input checked="" type="checkbox"/>
D026	CRESOL (TOTAL)	200.0				<input checked="" type="checkbox"/>
D027	1,4-DICHLOROBENZENE	7.5				<input checked="" type="checkbox"/>
D030	2,4-DINITROTOLUENE	0.13				<input checked="" type="checkbox"/>
D032	HEXACHLOROBENZENE	0.13				<input checked="" type="checkbox"/>
D033	HEXACHLOROBUTADIENE	0.5				<input checked="" type="checkbox"/>
D034	HEXACHLOROETHANE	3.0				<input checked="" type="checkbox"/>
D036	NITROBENZENE	2.0				<input checked="" type="checkbox"/>
D037	PENTACHLOROPHENOL	100.0				<input checked="" type="checkbox"/>
D038	PYRIDINE	5.0				<input checked="" type="checkbox"/>
D041	2,4,5-TRICHLOROPHENOL	400.0				<input checked="" type="checkbox"/>
D042	2,4,6-TRICHLOROPHENOL	2.0				<input checked="" type="checkbox"/>
PESTICIDES AND HERBICIDES				UOM		
D012	ENDRIN	0.02				<input checked="" type="checkbox"/>
D013	LINDANE	0.4				<input checked="" type="checkbox"/>
D014	METHOXYCHLOR	10.0				<input checked="" type="checkbox"/>
D015	TOXAPHENE	0.5				<input checked="" type="checkbox"/>
D016	2,4-D	10.0				<input checked="" type="checkbox"/>
D017	2,4,5-TP (SILVEX)	1.0				<input checked="" type="checkbox"/>
D020	CHLORDANE	0.03				<input checked="" type="checkbox"/>
D031	HEPTACHLOR (AND ITS EPOXIDE)	0.008				<input checked="" type="checkbox"/>
ADDITIONAL HAZARDS				NOT APPLICABLE		
DOES THIS WASTE HAVE ANY UNDISCLOSED HAZARDS OR PRIOR INCIDENTS ASSOCIATED WITH IT, WHICH COULD AFFECT THE WAY IT SHOULD BE HANDLED?				BROMINE <input checked="" type="checkbox"/>		
YES <input checked="" type="checkbox"/> NO (If yes, explain)				CHLORINE <input checked="" type="checkbox"/>		
CHOOSE ALL THAT APPLY				FLUORINE <input checked="" type="checkbox"/>		
DEA REGULATED SUBSTANCES				IODINE <input checked="" type="checkbox"/>		
EXPLOSIVE				SULFUR <input checked="" type="checkbox"/>		
FUMING				POTASSIUM <input checked="" type="checkbox"/>		
POLYMERIZABLE				SODIUM <input checked="" type="checkbox"/>		
RADIOACTIVE				AMMONIA <input checked="" type="checkbox"/>		
REACTIVE MATERIAL				CYANIDE AMENABLE <input checked="" type="checkbox"/>		
OSHA REGULATED CARCINOGENS				CYANIDE REACTIVE <input checked="" type="checkbox"/>		
NONE OF THE ABOVE <input checked="" type="checkbox"/>				CYANIDE TOTAL <input checked="" type="checkbox"/>		
				SULFIDE REACTIVE <input checked="" type="checkbox"/>		

HOCs

NONE
 < 1000 PPM
 >= 1000 PPM

PCBs

NONE
 < 50 PPM
 >= 50 PPM

IF PCBs ARE PRESENT, IS THE WASTE REGULATED BY TSCA 40 CFR 761?

YES NO



WASTE MATERIAL PROFILE SHEET

Clean Harbors Profile No. CH1897830

A. GENERAL INFORMATION

GENERATOR EPA ID #/REGISTRATION # **MIK617484941** GENERATOR NAME: **RIPLEY PRODUCTS COMPANY**
 GENERATOR CODE (Assigned by Clean Harbors) **RI22838** CITY **Hancock** STATE/PROVINCE **MI** ZIP/POSTAL CODE **49930**
 ADDRESS **20675 Royce Rd** PHONE: **(906) 337-0389**
 CUSTOMER CODE (Assigned by Clean Harbors) **MI48574** CUSTOMER NAME: **Department of Environment, Great Lakes, and Energy**
 ADDRESS **525 W Allegan St PO Box 30473** CITY **Lansing** STATE/PROVINCE **MI** ZIP/POSTAL CODE **48909**

B. WASTE DESCRIPTION

WASTE DESCRIPTION: **Mercury Impacted Soils**

PROCESS GENERATING WASTE: **Removal of soils underneath a contaminated scrap pile**

IS THIS WASTE CONTAINED IN SMALL PACKAGING CONTAINED WITHIN A LARGER SHIPPING CONTAINER? **No**

C. PHYSICAL PROPERTIES (at 25C or 77F)

PHYSICAL STATE <input checked="" type="checkbox"/> SOLID WITHOUT FREE LIQUID POWDER MONOLITHIC SOLID LIQUID WITH NO SOLIDS LIQUID/SOLID MIXTURE % FREE LIQUID % SETTLED SOLID % TOTAL SUSPENDED SOLID SLUDGE GAS/AEROSOL	NUMBER OF PHASES/LAYERS 1 2 3 TOP 0.00 % BY VOLUME (Approx.) MIDDLE 0.00 BOTTOM 0.00				VISCOSITY (If liquid present) 1 - 100 (e.g. Water) 101 - 500 (e.g. Motor Oil) 501 - 10,000 (e.g. Molasses) > 10,000		COLOR <i>varies</i>
	ODOR <input checked="" type="checkbox"/> NONE MILD STRONG Describe:		BOILING POINT °F (°C) <= 95 (<=35) 95 - 100 (35-38) 101 - 129 (38-54) >= 130 (>54)		MELTING POINT °F (°C) < 140 (<60) 140-200 (60-93) <input checked="" type="checkbox"/> > 200 (>93)		
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 <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> > 1.2 (e.g. Methylene Chloride)	ASH < 0.1 0.1 - 1.0 1.1 - 5.0 5.1 - 20.0		BTU/LB (MJ/kg) <input checked="" type="checkbox"/> < 2,000 (<4.6) 2,000-5,000 (4.6-11.6) 5,000-10,000 (11.6-23.2) > 10,000 (>23.2) Actual:		

D. COMPOSITION (List the complete composition of the waste, include any inert components and/or debris. Ranges for individual components are acceptable. If a trade name is used, please supply an MSDS. Please do not use abbreviations.)

CHEMICAL	MIN	MAX	UOM
1-METHYLNAPHTHALENE	720.0000000	720.0000000	PPB
2-METHYLNAPHTHALENE	730.0000000	730.0000000	PPB
ACENAPHTHENE	560.0000000	560.0000000	PPB
ACENAPHTHYLENE	100.0000000	100.0000000	PPB
ANTHRACENE	1400.0000000	1400.0000000	PPB
ARSENIC	3.4000000	3.4000000	PPM
BARIUM	44.0000000	44.0000000	PPM
BENZO[A]ANTHRACENE	2200.0000000	2200.0000000	PPB
BENZO[A]PYRENE	2200.0000000	2200.0000000	PPB
BENZO[B]FLUORANTHENE	2900.0000000	2900.0000000	PPB

DOES THIS WASTE CONTAIN ANY HEAVY GAUGE METAL DEBRIS OR OTHER LARGE OBJECTS (EX., METAL PLATE OR PIPING >1/4" THICK OR >12" LONG, METAL REINFORCED HOSE >12" LONG, METAL WIRE >12" LONG, METAL VALVES, PIPE FITTINGS, CONCRETE REINFORCING BAR OR PIECES OF CONCRETE >3")? YES NO

If yes, describe, including dimensions:

DOES THIS WASTE CONTAIN ANY METALS IN POWDERED OR OTHER FINELY DIVIDED FORM? YES 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 POTENTIALLY INFECTIOUS MATERIAL? YES NO

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

Chemical disinfection or some other form of sterilization has been applied to the waste. YES NO

I ACKNOWLEDGE THAT THIS PROFILE MEETS THE CLEAN HARBORS BATTERY PACKAGING REQUIREMENTS. YES NO

I ACKNOWLEDGE THAT MY FRIABLE ASBESTOS WASTE IS DOUBLE BAGGED AND WETTED. YES NO

SPECIFY THE FORM CODE ASSOCIATED WITH THE WASTE.



SPECIFY THE SOURCE CODE ASSOCIATED WITH THE WASTE.

G32

W301

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	
D008	LEAD	5.0	4.8500	97.0000000	PPM	
D009	MERCURY	0.2	0.0145	0.2900000	PPM	
D010	SELENIUM	1.0	0.0275	0.5500000	PPM	
D011	SILVER	5.0	0.0900	1.8000000	PPM	
VOLATILE COMPOUNDS						
D018	BENZENE	0.5				
D019	CARBON TETRACHLORIDE	0.5				
D021	CHLOROGENZENE	100.0				
D022	CHLOROFORM	6.0				
D028	1,2-DICHLOROETHANE	0.5				
D029	1,1-DICHLOROETHYLENE	0.7				
D035	METHYL ETHYL KETONE	200.0				
D039	TETRACHLOROETHYLENE	0.7				
D040	TRICHLOROETHYLENE	0.5				
D043	VINYL CHLORIDE	0.2				
SEMI-VOLATILE COMPOUNDS						
D023	o-CRESOL	200.0				
D024	m-CRESOL	200.0				
D025	p-CRESOL	200.0				
D026	CRESOL (TOTAL)	200.0				
D027	1,4-DICHLOROBENZENE	7.5				
D030	2,4-DINITROTOLUENE	0.13				
D032	HEXACHLOROBENZENE	0.13				
D033	HEXACHLOROBUTADIENE	0.5				
D034	HEXACHLOROETHANE	3.0				
D036	NITROBENZENE	2.0				
D037	PENTACHLOROPHENOL	100.0				
D038	PYRIDINE	5.0				
D041	2,4,5-TRICHLOROPHENOL	400.0				
D042	2,4,6-TRICHLOROPHENOL	2.0				
PESTICIDES AND HERBICIDES						
D012	ENDRIN	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 EPOXIDE)	0.008				

OTHER CONSTITUENTS	MAX	UOM	NOT APPLICABLE
BROMINE			<input checked="" type="checkbox"/>
CHLORINE			<input checked="" type="checkbox"/>
FLUORINE			<input checked="" type="checkbox"/>
IODINE			<input checked="" type="checkbox"/>
SULFUR			<input checked="" type="checkbox"/>
POTASSIUM			<input checked="" type="checkbox"/>
SODIUM			<input checked="" type="checkbox"/>
AMMONIA			<input checked="" type="checkbox"/>
CYANIDE AMENABLE			<input checked="" type="checkbox"/>
CYANIDE REACTIVE			<input checked="" type="checkbox"/>
CYANIDE TOTAL			<input checked="" type="checkbox"/>
SULFIDE REACTIVE			<input checked="" type="checkbox"/>

HOCs <input checked="" type="checkbox"/> NONE <input type="checkbox"/> < 1000 PPM <input type="checkbox"/> >= 1000 PPM	PCBs <input checked="" type="checkbox"/> NONE <input type="checkbox"/> < 50 PPM <input type="checkbox"/> >=50 PPM IF PCBs ARE PRESENT, IS THE WASTE REGULATED BY TSCA 40 CFR 761? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
--	---

ADDITIONAL HAZARDS

DOES THIS WASTE HAVE ANY UNDISCLOSED HAZARDS OR PRIOR INCIDENTS ASSOCIATED WITH IT, WHICH COULD AFFECT THE WAY IT SHOULD BE HANDLED?

YES NO (If yes, explain)

CHOOSE ALL THAT APPLY

- DEA REGULATED SUBSTANCES EXPLOSIVE FUMING OSHA REGULATED CARCINOGENS
 POLYMERIZABLE RADIOACTIVE REACTIVE MATERIAL NONE OF THE ABOVE



F. REGULATORY STATUS

YES NO USEPA HAZARDOUS WASTE?

YES NO DO ANY STATE WASTE CODES APPLY?
Texas Waste Code _____

YES NO DO ANY CANADIAN PROVINCIAL WASTE CODES APPLY?

YES NO IS THIS WASTE PROHIBITED FROM LAND DISPOSAL WITHOUT FURTHER TREATMENT PER 40 CFR PART 268?
LDR CATEGORY: Not subject to LDR
VARIANCE INFO: _____

YES NO IS THIS A UNIVERSAL WASTE?

YES NO IS THE GENERATOR OF THE WASTE CLASSIFIED AS VERY SMALL QUANTITY GENERATOR (VSQG) OR A STATE EQUIVALENT DESIGNATION?

YES NO IS THIS MATERIAL GOING TO BE MANAGED AS A RCRA EXEMPT COMMERCIAL PRODUCT, WHICH IS FUEL (40 CFR 261.2 (C)(2)(II))?

YES NO DOES TREATMENT OF THIS WASTE GENERATE A F006 OR F019 SLUDGE?

YES NO IS THIS WASTE STREAM SUBJECT TO THE INORGANIC METAL BEARING WASTE PROHIBITION FOUND AT 40 CFR 268.3(C)?

YES NO DOES THIS WASTE CONTAIN VOC'S IN CONCENTRATIONS >=500 PPM?

YES NO DOES THE WASTE CONTAIN GREATER THAN 20% OF ORGANIC CONSTITUENTS WITH A VAPOR PRESSURE >= .3KPA (.044 PSIA)?

YES NO DOES THIS WASTE CONTAIN AN ORGANIC CONSTITUENT WHICH IN ITS PURE FORM HAS A VAPOR PRESSURE > 77 KPA (11.2 PSIA)?

YES NO IS THIS CERCLA REGULATED (SUPERFUND) WASTE ?

YES NO IS THE WASTE SUBJECT TO ONE OF THE FOLLOWING NESHAP RULES?
Hazardous Organic NESHAP (HON) rule (subpart G) Pharmaceuticals production (subpart GGG)

YES NO IF THIS IS A US EPA HAZARDOUS WASTE, DOES THIS WASTE STREAM CONTAIN BENZENE?
YES NO Does the waste stream come from a facility with one of the SIC codes listed under benzene NESHAP or is this waste regulated under the benzene NESHAP rules because the original source of the waste is from a chemical manufacturing, coke by-product recovery, or petroleum refinery process?
YES NO Is the generating source of this waste stream a facility with Total Annual Benzene (TAB) >10 Mg/year?
What is the TAB quantity for your facility? _____ Megagram/year (1 Mg = 2,200 lbs)
The basis for this determination is: Knowledge of the Waste Or Test Data Knowledge Testing
Describe the knowledge: _____

G. DOT/TDG INFORMATION

DOT/TDG PROPER SHIPPING NAME:
NON HAZARDOUS, NON D.O.T. REGULATED MATERIAL, (SOIL)

H. TRANSPORTATION REQUIREMENTS

ESTIMATED SHIPMENT FREQUENCY ONE TIME WEEKLY MONTHLY QUARTERLY YEARLY OTHER as needed

CONTAINERIZED		BULK LIQUID		BULK SOLID		
<u>1-3</u> CONTAINERS/SHIPMENT		GALLONS/SHIPMENT: <u>0 Min - 0 Max</u>	GAL.	SHIPMENT UOM:	TON	YARD
STORAGE CAPACITY: <u>3</u>				TONS/YARDS/SHIPMENT: <u>0 Min - 0 Max</u>		
CONTAINER TYPE:						
PORTABLE TOTE TANK	BOX CARTON CASE					
CUBIC YARD BOX	<input checked="" type="checkbox"/> DRUM					
OTHER:	DRUM SIZE: <u>55</u>					

I. SPECIAL REQUEST

COMMENTS OR REQUESTS:
Based on the "rule of 20" this waste stream is non-hazardous

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.

AUTHORIZED SIGNATURE: Amy Keranen, EGLE NAME (PRINT): Amy Keranen, EGLE TITLE: EGLE, Proj mgr DATE: 9/13/19

Addendum

D. COMPOSITION

CHEMICAL	MIN	MAX	UOM
BENZO[G,H,I]PERYLENE	830.000 0000	830.00 00000	PPB
BENZO[K]FLUORANTHENE	980.000 0000	980.00 00000	PPB
CADMIUM	1.30000 00	1.3000 000	PPM
CHROMIUM	14.0000 000	14.000 0000	PPM
CHRYSENE	2400.00 00000	2400.0 000000	PPB
COPPER	400.000 0000	400.00 00000	PPM
DIBENZ[A,H]ANTHRACENE	220.000 0000	220.00 00000	PPB
DIBENZOFURAN	560.000 0000	560.00 00000	PPB
FLUORANTHENE	5600.00 00000	5600.0 000000	PPB
FLUORENE	550.000 0000	550.00 00000	PPB
INDENO[1,2,3-CD]PYRENE	800.000 0000	800.00 00000	PPB
LEAD	97.0000 000	97.000 0000	PPM
MERCURY	0.29000 00	0.2900 000	PPM
NAPHTHALENE	540.000 0000	540.00 00000	PPB
NICKEL	15.0000 000	15.000 0000	PPM
PCB-1260	140.000 0000	140.00 00000	PPB
PHENANTHRENE	6900.00 00000	6900.0 000000	PPB
PYRENE	5000.00 00000	5000.0 000000	PPB
SELENIUM	0.55000 00	0.5500 000	PPM
SILVER	1.80000 00	1.8000 000	PPM
SOIL	99.0000 000	100.00 00000	%
TOLUENE	0.04500 00	0.0450 000	PPM
ZINC	180.000 0000	180.00 00000	PPM

G. DOT/TDG INFORMATION



WASTE MATERIAL PROFILE SHEET

Clean Harbors Profile No. CH1895268

A. GENERAL INFORMATION

GENERATOR EPA ID #/REGISTRATION #	MIK617484941	GENERATOR NAME:	RIPLEY PRODUCTS COMPANY
GENERATOR CODE (Assigned by Clean Harbors)	RI22838	CITY	Hancock
ADDRESS	20675 Royce Rd	STATE/PROVINCE	MI
		ZIP/POSTAL CODE	49930
CUSTOMER CODE (Assigned by Clean Harbors)	MI48574	PHONE:	(906) 337-0389
ADDRESS	525 W Allegan St PO Box 30473	CUSTOMER NAME:	Department of Environment, Great Lakes, and Energy
		CITY	Lansing
		STATE/PROVINCE	MI
		ZIP/POSTAL CODE	48909

B. WASTE DESCRIPTION

WASTE DESCRIPTION: **Mercury Waste for Retort**

PROCESS GENERATING WASTE: **Spill cleanup, contains elemental mercury**

IS THIS WASTE CONTAINED IN SMALL PACKAGING CONTAINED WITHIN A LARGER SHIPPING CONTAINER? **No**

C. PHYSICAL PROPERTIES (at 25C or 77F)

PHYSICAL STATE SOLID WITHOUT FREE LIQUID POWDER MONOLITHIC SOLID <input checked="" type="checkbox"/> LIQUID WITH NO SOLIDS <input checked="" type="checkbox"/> LIQUID/SOLID MIXTURE % FREE LIQUID <u>10.00 - 25.00</u> % SETTLED SOLID <u>75.00 - 90.00</u> % TOTAL SUSPENDED SOLID SLUDGE GAS/AEROSOL	NUMBER OF PHASES/LAYERS 1 <input checked="" type="checkbox"/> 2 3 TOP 25.00 % BY VOLUME (Approx.) MIDDLE 0.00 BOTTOM 75.00		VISCOSITY (If liquid present) 1 - 100 (e.g. Water) 101 - 500 (e.g. Motor Oil) <input checked="" type="checkbox"/> 501 - 10,000 (e.g. Molasses) > 10,000	COLOR Varies
	ODOR <input checked="" type="checkbox"/> NONE MILD STRONG Describe:	BOILING POINT °F (°C) <= 95 (<=35) 95 - 100 (35-38) 101 - 129 (38-54) <input checked="" type="checkbox"/> >= 130 (>54)	MELTING POINT °F (°C) < 140 (<60) 140-200 (60-93) <input checked="" type="checkbox"/> > 200 (>93)	TOTAL ORGANIC CARBON <= 1% <input checked="" type="checkbox"/> 1-9% >= 10%
FLASH POINT °F (°C) < 73 (<23) 73 - 100 (23-38) 101 - 140 (38-60) 141 - 200 (60-93) <input checked="" type="checkbox"/> > 200 (>93)	pH <= 2 2.1 - 6.9 <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> > 1.2 (e.g. Methylene Chloride)	ASH < 0.1 0.1 - 1.0 <input checked="" type="checkbox"/> Unknown 1.1 - 5.0 5.1 - 20.0	BTU/LB (MJ/kg) <input checked="" type="checkbox"/> < 2,000 (<4.6) 2,000-5,000 (4.6-11.6) 5,000-10,000 (11.6-23.2) > 10,000 (>23.2) Actual:

D. COMPOSITION (List the complete composition of the waste, include any inert components and/or debris. Ranges for individual components are acceptable. If a trade name is used, please supply an MSDS. Please do not use abbreviations.)

CHEMICAL	MIN	MAX	UOM
1-METHYLNAPHTHALENE	720.0000000	720.0000000	PPB
2-METHYLNAPHTHALENE	730.0000000	730.0000000	PPB
ACENAPHTHENE	560.0000000	560.0000000	PPB
ACENAPHTHYLENE	100.0000000	100.0000000	PPB
ANTHRACENE	1400.0000000	1400.0000000	PPB
ARSENIC	3.4000000	3.4000000	PPM
BARIUM	44.0000000	44.0000000	PPM
BENZO[A]ANTHRACENE	2200.0000000	2200.0000000	PPB
BENZO[A]PYRENE	2200.0000000	2200.0000000	PPB
BENZO[B]FLUORANTHENE	2900.0000000	2900.0000000	PPB

DOES THIS WASTE CONTAIN ANY HEAVY GAUGE METAL DEBRIS OR OTHER LARGE OBJECTS (EX., METAL PLATE OR PIPING >1/4" THICK OR >12" LONG, METAL REINFORCED HOSE >12" LONG, METAL WIRE >12" LONG, METAL VALVES, PIPE FITTINGS, CONCRETE REINFORCING BAR OR PIECES OF CONCRETE >3")? YES NO

If yes, describe, including dimensions:

DOES THIS WASTE CONTAIN ANY METALS IN POWDERED OR OTHER FINELY DIVIDED FORM? YES 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 POTENTIALLY INFECTIOUS MATERIAL? YES NO

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

Chemical disinfection or some other form of sterilization has been applied to the waste. YES NO

I ACKNOWLEDGE THAT THIS PROFILE MEETS THE CLEAN HARBORS BATTERY PACKAGING REQUIREMENTS. YES NO

I ACKNOWLEDGE THAT MY FRIABLE ASBESTOS WASTE IS DOUBLE BAGGED AND WETTED. YES NO

SPECIFY THE FORM CODE ASSOCIATED WITH THE WASTE.



SPECIFY THE SOURCE CODE ASSOCIATED WITH THE WASTE.

G39

W002



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	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	
D008	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						
D018	BENZENE	0.5				
D019	CARBON TETRACHLORIDE	0.5				
D021	CHLOROBEZENE	100.0				
D022	CHLOROFORM	6.0				
D028	1,2-DICHLOROETHANE	0.5				
D029	1,1-DICHLOROETHYLENE	0.7				
D035	METHYL ETHYL KETONE	200.0				
D039	TETRACHLOROETHYLENE	0.7				
D040	TRICHLOROETHYLENE	0.5				
D043	VINYL CHLORIDE	0.2				
SEMI-VOLATILE COMPOUNDS						
D023	o-CRESOL	200.0				
D024	m-CRESOL	200.0				
D025	p-CRESOL	200.0				
D026	CRESOL (TOTAL)	200.0				
D027	1,4-DICHLOROBEZENE	7.5				
D030	2,4-DINITROTOLUENE	0.13				
D032	HEXACHLOROBEZENE	0.13				
D033	HEXACHLOROBUTADIENE	0.5				
D034	HEXACHLOROETHANE	3.0				
D036	NITROBEZENE	2.0				
D037	PENTACHLOROPHENOL	100.0				
D038	PYRIDINE	5.0				
D041	2,4,5-TRICHLOROPHENOL	400.0				
D042	2,4,6-TRICHLOROPHENOL	2.0				
PESTICIDES AND HERBICIDES						
D012	ENDRIN	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 EPOXIDE)	0.008				

OTHER CONSTITUENTS	MAX	UOM	NOT APPLICABLE
BROMINE			<input checked="" type="checkbox"/>
CHLORINE			<input checked="" type="checkbox"/>
FLUORINE			<input checked="" type="checkbox"/>
IODINE			<input checked="" type="checkbox"/>
SULFUR			<input checked="" type="checkbox"/>
POTASSIUM			<input checked="" type="checkbox"/>
SODIUM			<input checked="" type="checkbox"/>
AMMONIA			<input checked="" type="checkbox"/>
CYANIDE AMENABLE			<input checked="" type="checkbox"/>
CYANIDE REACTIVE			<input checked="" type="checkbox"/>
CYANIDE TOTAL			<input checked="" type="checkbox"/>
SULFIDE REACTIVE			<input checked="" type="checkbox"/>

HOCs	PCBs
<input checked="" type="checkbox"/> NONE	NONE
<input type="checkbox"/> < 1000 PPM	<input checked="" type="checkbox"/> < 50 PPM
<input type="checkbox"/> >= 1000 PPM	<input type="checkbox"/> >= 50 PPM
	IF PCBs ARE PRESENT, IS THE WASTE REGULATED BY TSCA 40 CFR 761?
	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

ADDITIONAL HAZARDS

DOES THIS WASTE HAVE ANY UNDISCLOSED HAZARDS OR PRIOR INCIDENTS ASSOCIATED WITH IT, WHICH COULD AFFECT THE WAY IT SHOULD BE HANDLED?

YES NO (If yes, explain)

CHOOSE ALL THAT APPLY

- DEA REGULATED SUBSTANCES
- EXPLOSIVE
- FUMING
- OSHA REGULATED CARCINOGENS
- POLYMERIZABLE
- RADIOACTIVE
- REACTIVE MATERIAL
- NONE OF THE ABOVE



F. REGULATORY STATUS

YES NO USEPA HAZARDOUS WASTE?
 D006 D007 D008 D009

YES NO DO ANY STATE WASTE CODES APPLY?
 Texas Waste Code _____

YES NO DO ANY CANADIAN PROVINCIAL WASTE CODES APPLY?

YES NO IS THIS WASTE PROHIBITED FROM LAND DISPOSAL WITHOUT FURTHER TREATMENT PER 40 CFR PART 268?
 LDR CATEGORY: _____
 VARIANCE INFO: This is subject to LDR.

YES NO IS THIS A UNIVERSAL WASTE?

YES NO IS THE GENERATOR OF THE WASTE CLASSIFIED AS VERY SMALL QUANTITY GENERATOR (VSQG) OR A STATE EQUIVALENT DESIGNATION?

YES NO IS THIS MATERIAL GOING TO BE MANAGED AS A RCRA EXEMPT COMMERCIAL PRODUCT, WHICH IS FUEL (40 CFR 261.2 (C)(2)(ii))?

YES NO DOES TREATMENT OF THIS WASTE GENERATE A F006 OR F019 SLUDGE?

YES NO IS THIS WASTE STREAM SUBJECT TO THE INORGANIC METAL BEARING WASTE PROHIBITION FOUND AT 40 CFR 268.3(C)?

YES NO DOES THIS WASTE CONTAIN VOC'S IN CONCENTRATIONS >=500 PPM?

YES NO DOES THE WASTE CONTAIN GREATER THAN 20% OF ORGANIC CONSTITUENTS WITH A VAPOR PRESSURE >= .3KPA (.044 PSIA)?

YES NO DOES THIS WASTE CONTAIN AN ORGANIC CONSTITUENT WHICH IN ITS PURE FORM HAS A VAPOR PRESSURE > 77 KPA (11.2 PSIA)?

YES NO IS THIS CERCLA REGULATED (SUPERFUND) WASTE ?

YES NO IS THE WASTE SUBJECT TO ONE OF THE FOLLOWING NESHAP RULES?
 Hazardous Organic NESHAP (HON) rule (subpart G) Pharmaceuticals production (subpart GGG)

YES NO IF THIS IS A US EPA HAZARDOUS WASTE, DOES THIS WASTE STREAM CONTAIN BENZENE?
 YES NO Does the waste stream come from a facility with one of the SIC codes listed under benzene NESHAP or is this waste regulated under the benzene NESHAP rules because the original source of the waste is from a chemical manufacturing, coke by-product recovery, or petroleum refinery process?
 YES NO Is the generating source of this waste stream a facility with Total Annual Benzene (TAB) >10 Mg/year?
 What is the TAB quantity for your facility? _____ Megagram/year (1 Mg = 2,200 lbs)
 The basis for this determination is: Knowledge of the Waste Or Test Data Knowledge Testing
 Describe the knowledge : _____

G. DOT/TDG INFORMATION

DOT/TDG PROPER SHIPPING NAME:
RQ, NA3082, HAZARDOUS WASTE, LIQUID, N.O.S., (MERCURY), 9, PG III (D009)

H. TRANSPORTATION REQUIREMENTS

ESTIMATED SHIPMENT FREQUENCY ONE TIME WEEKLY MONTHLY QUARTERLY YEARLY OTHER

CONTAINERIZED		BULK LIQUID		BULK SOLID	
1-1 CONTAINERS/SHIPMENT		GALLONS/SHIPMENT: 0 Min - 0 Max	GAL.	SHIPMENT UOM:	TON YARD
STORAGE CAPACITY: 1				TONS/YARDS/SHIPMENT: 0 Min - 0 Max	
CONTAINER TYPE:					
PORTABLE TOTE TANK	BOX/CARTON/CASE				
CUBIC YARD BOX	<input checked="" type="checkbox"/> DRUM				
OTHER	DRUM SIZE: 55				

I. SPECIAL REQUEST

COMMENTS OR REQUESTS:
CHG-2 Retort, analysis was only performed on soil constituent

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.

AUTHORIZED SIGNATURE	NAME (PRINT)	TITLE	DATE
<i>Amy Keranen, EGLE</i>	Amy Keranen, EGLE	EQA, project mgr	9/13/19

Addendum

D. COMPOSITION

CHEMICAL	MIN	MAX	UOM
BENZO[G,H,I]PERYLENE	830.0000	830.0000	PPB
BENZO[K]FLUORANTHENE	980.0000	980.0000	PPB
CADMIUM	1.300000	1.300000	PPM
CHROMIUM	14.000000	14.000000	PPM
CHRYSENE	2400.0000	2400.0000	PPB
COPPER	400.0000	400.0000	PPM
DEBRIS (PLASTIC, PPE, TRASH, HOSE, ETC)	75.000000	100.000000	%
DIBENZ[A,H]ANTHRACENE	220.000000	220.000000	PPB
DIBENZOFURAN	560.000000	560.000000	PPB
DIRT, SAND	0.000000	1.000000	%
FLUORANTHENE	5600.000000	5600.000000	PPB
FLUORENE	550.000000	550.000000	PPB
INDENO[1,2,3-CD]PYRENE	800.000000	800.000000	PPB
LEAD	97.000000	97.000000	PPM
MERCURY	0.000000	5.000000	%
NAPHTHALENE	540.000000	540.000000	PPB
NICKEL	15.000000	15.000000	PPM
PCB-1260	140.000000	140.000000	PPB
PHENANTHRENE	6900.000000	6900.000000	PPB
PYRENE	5000.000000	5000.000000	PPB
SELENIUM	0.550000	0.550000	PPM
SILVER	1.800000	1.800000	PPM
TOLUENE	45.000000	45.000000	PPB
WATER	5.000000	20.000000	%
ZINC	180.000000	180.000000	PPM

G. DOT/TDG INFORMATION



DISPOSAL PLAN APPLICATION FORM
OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY LAND PROTECTION DIVISION
PHONE: (405) 702-5100 FAX: (405) 702-5101

See instructions on reverse side before completing this form. DO NOT REDUCE THIS FORM.

Application Date: 9-12-19 **Generator EPA ID No.:** MIK617484941

Please Indicate Type of Plan: **New Plan-mark ONE:** CONTINUOUS (billed annually for plan renewal)
 X **ONE TIME** (plan will expire in 12 months)

Amendment to Current Plan: _____ **Plan Number:** _____
Amendment to Current Waste Stream: _____ **Waste Stream No.** _____

FACILITY INFORMATION

Facility Name: Ripley Products Company

Facility Physical Address: 20675 Royce Road Hancock, Michigan 49930 Houghton
Address City Zip County

Facility Mailing Address: 55195 U.S. 41 North Calumet MI 49913
Address City State Zip

Billing Address : Clean Harbors LM 40355 S. County Rd Waynoka OK 73860
Address City State Zip
(Use only for Billing Plans only AND if different from above)

Facility Contact Person: Amy Keranen **Facility Contact Title:** Proj. Manager, Michigan Department of Environment, Great Lakes, and Energy

Facility Contact Email: keranena@michigan.gov **Facility Contact Phone:** 906-337-0389

DETAILED WASTE DESCRIPTION

Waste Name: Mercury impacted debris

EPA Waste Codes: D009

Waste Physical State: **Liquid:** _____ **Sludge:** **Solid:** _____ **Layered:** _____

Amount Generated: **Yearly:** 20 cubic yards

Laboratory analysis attached. (Safety Data Sheets are acceptable for off-specification products only). **Oklahoma Generators: Identify which county waste is generated.**

Process Generating Waste: Scrap metal and debris impacted with mercury generated during a mercury spill cleanup.
Please describe, in detail, the process that generated the waste. See reverse for more instructions.

TSD INFORMATION (use continuation page if necessary)

Site Receiving Waste: Clean Harbors Lone Mountain

Site Mailing Address: 40355 South County Road 236 Waynoka OK 73860
Address City State Zip

TSD EPA ID No.: OKD065438376 **TSD Phone:** 580-697-3500

CERTIFICATION

The above information is accurate to the best of my knowledge. I will only use those transporters registered with the state of Oklahoma to pick up hazardous waste within the State of Oklahoma or to transport hazardous waste to an appropriate receiving facility in the State of Oklahoma.

Amy Keranen, EGLE Date 9/13/19
Signature

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.deq.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 APPLICABLE 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 COMPLETED.**

PROCESS GENERATING WASTE

Provide a detailed description of the process generating the waste. Descriptions must be sufficient to properly characterize the waste and 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.deq.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.

OKLAHOMA GENERATORS

Processing Fee (includes 2 waste streams)	\$100.00
Monitoring and Inspection Fee	\$100.00
Additional waste streams over 2	\$50.00

OUT-OF-STATE GENERATORS

Processing Fee (includes 2 waste streams)	\$100.00
Monitoring and Inspection Fee	\$0.00
Additional waste streams over 2	\$50.00

ONE TIME DISPOSAL PLANS

OKLAHOMA GENERATORS

Processing Fee (includes 2 waste streams)	\$100.00
Monitoring and Inspection Fee	\$100.00
Additional waste streams over 2	\$50.00

OUT-OF-STATE GENERATORS

Processing Fee (includes 2 waste streams)	\$100.00
Monitoring and Inspection Fee	\$0.00
Additional waste streams over 2	\$50.00

AMMENDMENTS TO EXISTING PLANS

Adding a waste stream (per additional stream)	\$50.00
Amending information on current waste streams	\$0.00
Amending information on current Disposal Plans	\$0.00

The generator is billed an annual fee on the same basis as above, except for One Time Disposal Plans.

SUBMITTING FORM and ASSOCIATED FEES

DEQ Physical Address: 707 N Robinson Av
Oklahoma City, OK

Mail to:

Disposal Plans
Financial and Human Resources Management
Oklahoma Department of Environmental Quality
P.O. Box 2036
Oklahoma City, OK 73101

For additional assistance in completing this form, call (405) 702-5100.

To pay by credit card call: (405) 702-1130

APPENDIX E
Photographic Log





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



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



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



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



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



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



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



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

