

# Application for PCB Commercial Storage Approval to Operate

Prepared for:

**Bedford Recycling, Inc.**

904 Summit Lane  
Bedford, IN

Prepared by:

**CORNERSTONE**

ENVIRONMENTAL, HEALTH AND SAFETY, INC.

880 Lennox Court  
Zionsville, IN 46077

July 2013

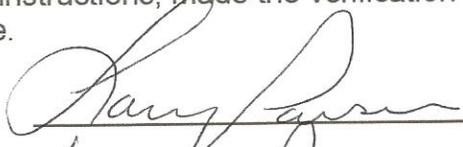
Customer #2821

## PCB Commercial Storer Application for Approval to Operate

### CERTIFICATION

I certify that the facility described in this application meets the design and construction standards outlined in 40 CFR 761.65 (b). Additionally, under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate, and complete. As to the identified section(s) of this document for which I cannot personally verify truth and accuracy, I certify as the company official having supervisory responsibility for the persons who, acting under my direct instructions, made the verification that this information is true, accurate, and complete.

SIGNATURE:

  
\_\_\_\_\_

NAME:

LARRY PARSONS  
\_\_\_\_\_

TITLE:

PRESIDENT  
\_\_\_\_\_

DATE:

AUGUST 2, 2013  
\_\_\_\_\_

## FOREWORD

This Application for Approval to Operate as a PCB Commercial Storer has been developed to meet the requirements of the TSCA PCB standards applicable to the planned operations at this facility.

The following elements are included in the Application as required [40 CFR 761.65(d)(3)]:

- (i) Identification of the owner and operator of the facility;
- (ii) Identification of the person responsible for the overall operations of the facility and the supervisory employees who will be responsible for the operation of the facility;
- (iii) Information concerning the technical qualifications and experience of the persons responsible for the overall operation of the facility and the employees responsible for handling PCB wastes;
- (iv) Information concerning and past State or Federal environmental violations involving the same business or another business with which the principals or supervisory employees were affiliated directly that occurred within the past five years;
- (v) A list of all companies currently owned or operated in the past by the principals or key employees that were directly or indirectly involved with waste handling activities;
- (vi) The owner's estimate of maximum PCB waste quantity to be handled;
- (vii) A written statement certifying compliance with 40 CFR 761.65 (b) and containing a certification as defined in 40 CFR 761.3;
- (viii) A written closure plan for the facility as described in 40 CFR 761.65 (e);
- (ix) The current closure cost estimate for the facility, as described in 40 CFR 761.65 (f); and
- (x) A demonstration of financial responsibility to close the facility as described in 40 CFR 761.65 (g).

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## **1. GENERAL INFORMATION**

### **1.1 FACILITY NAME AND ADDRESS**

Bedford Recycling, Inc.  
1005 4<sup>th</sup> Street  
Bedford, IN 47421

EPA ID# IND040292237

### **1.2 IDENTIFICATION OF OWNERS/OPERATORS OF THE FACILITY**

The President of the facility is Larry Parsons.  
The Secretary of the facility is Doug Conrad.

### **1.3 IDENTIFICATION OF THE PERSON RESPONSIBLE FOR THE OVERALL OPERATIONS OF THE FACILITY**

The person responsible for the overall operations of the facility is Larry Parsons.

### **1.4 TECHNICAL QUALIFICATIONS AND EXPERIENCE OF KEY EMPLOYEES**

Larry Parsons is the Owner and President and is responsible for the overall operations of the facility. He holds a Bachelor of Mechanical Engineering Degree from General Motors Institute now named Kettering University, received in 1975. Larry worked for General Motors from 1970 to 1986 in purchasing and was responsible for buying Capital Equipment and Construction activities. He started Bedford Recycling Inc. in 1986 and continues today in capacity of President.

Matthew Parsons is the Operations Manager of Bedford Recycling. He has three years of college at various institutions and worked in the construction industry before starting with Bedford Recycling about 7 years ago.

Michael Parsons is the Process Engineer. He holds a Bachelor of Mechanical Engineering from Purdue University, received in 2004. Michael has worked for Crane Army Naval Base as an engineer and for Metal Technologies Inc. as a process engineer prior to working for Bedford Recycling Inc. Michael has been employed with Bedford Recycling Inc. for four years.

Employees that will be hired to handle the PCB bulk waste will be trained in proper procedures and use of PPE prior to beginning work at the facility.

## **PCB Commercial Storer Application for Approval to Operate**

Additionally, Cornerstone Environmental, Health and Safety, Inc. has been contracted to provide support for regulatory compliance issues. Cornerstone's staff has extensive experience in regulated waste activities, pollution prevention and chemical safety issues. Employees have degrees in science and engineering and the majority have more than 10 years experience in their respective areas of expertise. Besides consulting, employees have had experience in industry and at regulatory agencies. With this background Cornerstone can provide appropriate guidance on PCB related regulatory requirements to Bedford Recycling.

### ***1.5 ENVIRONMENTAL VIOLATIONS IN THE PAST FIVE (5) YEARS***

There have been no State or Federal environmental violations involving Bedford Recycling, Inc. or any of its key employees in the past five years.

### ***1.6 COMPANIES OWNED OR OPERATED BY KEY EMPLOYEES THAT INVOLVED WASTE HANDLING ACTIVITIES***

Bedford Recycling is the only company currently or previously owned or operated by key employees that involves waste handling activities.

## **2. FACILITY DESIGN QUALIFICATIONS**

### **2.1 MAXIMUM QUANTITY OF PCB WASTE**

The lined collection roll-offs are to be considered the PCB waste storage areas. The maximum inventory and design capacity of the PCB waste is 140 cubic yards. This correlates to two 70 cubic yard roll off containers. Roll-offs will be located inside of the industrial building at this location as indicated on the enclosed layout. Initially, the anchor assemblies will be unloaded from a truck trailer at the east end of the work area and may be placed in a 2500 ft<sup>2</sup> staging area which could hold approximately 100 anchor assemblies. Truck trailers will be unloaded upon arrival and will not remain at the site. The work area is not climate controlled and it is expected that temperatures will range from 40-95°F.

### **2.2 DESIGN AND CONSTRUCTION STANDARDS**

Bedford Recycling will be storing PCB bulk waste inside a building at all times. This building is constructed of concrete, limestone, concrete block and steel and the flooring is concrete. There are no floor drains or other floor openings in the facility. A properly sized roll-off container lined with a six (6) millimeter plastic liner will be placed in the building and will be used to collect the dismantled PCB-laden wire rope. It is anticipated that a single roll-off will be sized to contain 40,000 lbs. of wire rope. Because the building does not have continuous 6-inch high curbing, the roll-off is being used to contain the PCB bulk waste. The liner is used to add an additional layer of containment and the roll-off containers will be covered when not being actively filled.

Once the roll-off is filled, arrangements will be made for the roll-off to be picked up by the PCB disposal facility and an empty lined roll-off delivered to Bedford Recycling for further use. Bedford Recycling will receive PCB bulk waste on site only when there is capacity in the roll-off for collection and containment. During the process of dismantling the PCB wire rope from the anchor system, the assemblies received from the Army will be stored inside the building for brief periods of time.

There are no adjacent surface waters or wetlands to the facility. The nearest body of surface water is an unnamed pond approximately 0.3 miles to the northeast of the site. It is presumed that local groundwater flow in the vicinity of the site is generally towards Pleasant Run to the north. The land use of adjoining properties consists of industrial, commercial and residential properties. 4<sup>th</sup> Street, 5<sup>th</sup> Street and residences border the site to the south. The site is bordered to the north by a railroad track and a GM facility. Residences, a portion of the GM facility and rail road track border the east side of the facility. The site

## PCB Commercial Storer Application for Approval to Operate

is bordered to the west by a railroad track and residential and commercial properties.

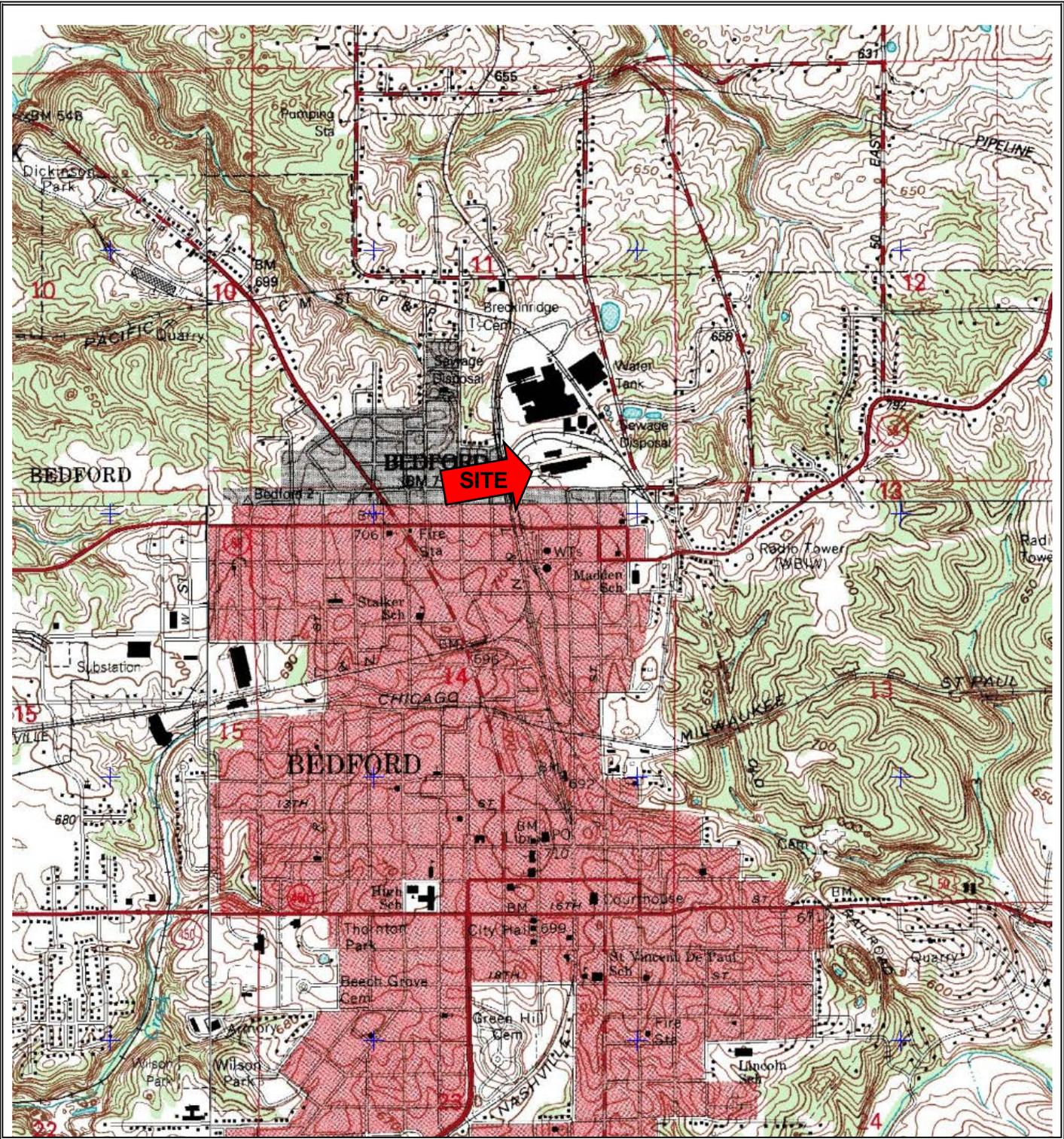
Four underground storage tanks were removed in December 1996 and there is no knowledge of any additional existing underground storage tanks at the site. There are no known wells at the site; potable water is provided from the municipal water supply. There is one floor drain outside of the building on the south side. This drain is not in the vicinity of the area designated for the Sea Mine Anchor disassembly.

Traffic enters the site from 4<sup>th</sup> Street on the south side and for the purposes of the Sea Mine Anchor project, delivery truck traffic will drive around the south side of the building to the east side where the trucks will be unloaded inside of the building. Truck traffic related to the pickup of roll-offs will enter and exit the building on the south side. Employees working on this project will also enter the site from the south gate and will park along the south side of the building. No other traffic is anticipated during the time of this project. A chain link fence surrounds the property and a building security system monitors all doors to the industrial building. Employees will enter the building on the south side by disarming the security system.

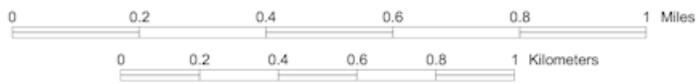
For reference, a topographic map of the site, a Google Earth map and a facility layout are contained on the following pages. Also enclosed with this application is an ALTA/ACSM Land Title Survey drawing.

Additionally, the site is not located below the 100-year flood plain elevation.

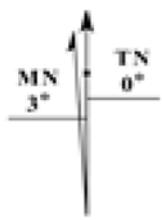
A compliance certification is provided at the beginning of this application to certify that the facility meets the design and construction standards outlined in 40 CFR 761.65(b).



1:24000 scale



**BEDFORD RECYCLING, INC.**  
**1005 4<sup>TH</sup> STREET**  
**BEDFORD, IN 47421**



State: Indiana  
 Topo Map Source: Bedford East  
 Source Scale: 1:24000  
 Map Source Year: 1992

**TOPOGRAPHIC MAP**

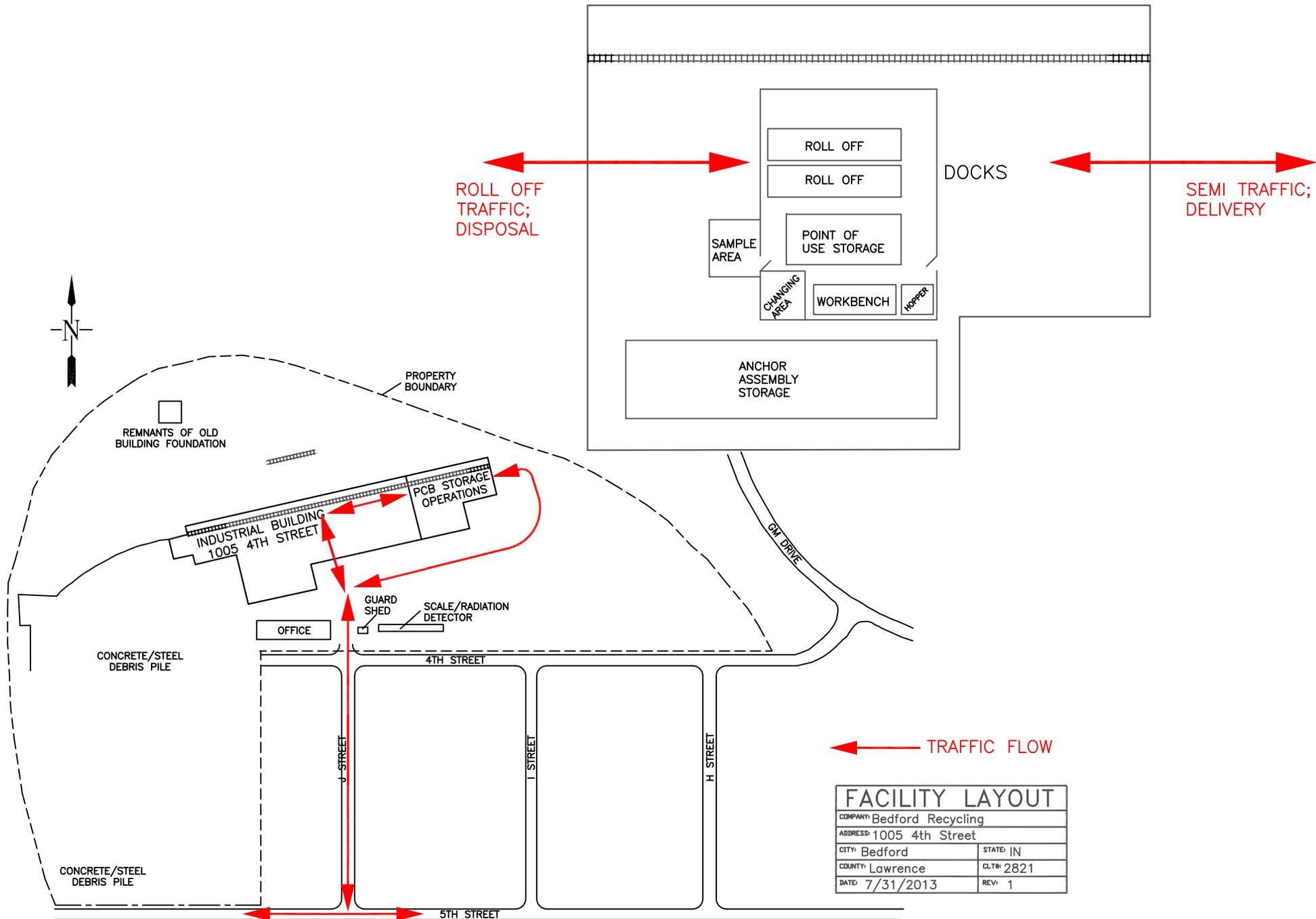
**CORNERSTONE**  
 ENVIRONMENTAL, HEALTH AND SAFETY, INC.



Google earth



PCB STORAGE OPERATIONS



FACILITY LAYOUT	
COMPANY: Bedford Recycling	
ADDRESS: 1005 4th Street	
CITY: Bedford	STATE: IN
COUNTY: Lawrence	CL# 2821
DATE: 7/31/2013	REV: 1

Prepared by:  
 CORNERSTONE ENVIRONMENTAL,  
 HEALTH and SAFETY, INC.

### **3. CLOSURE PLAN**

#### **3.1 CLOSURE PLAN LOCATION**

The TSCA PCB Closure Plan for this facility is included in this application as Appendix A.

PCB Commercial Storer Application for Approval to Operate

4. CLOSURE COST ESTIMATE

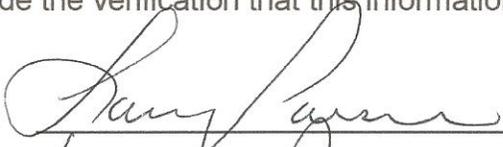
4.1 CLOSURE COSTS

TABLE 1 – CLOSURE COSTS

Activity	Cost
Disposal of 80,000 pounds PCB Bulk Waste @ \$250.00/ton	\$10,000.00
Transportation of 80,000 pounds PCB Bulk Waste @ \$7500/ 40,000 pound load	\$15,000.00
Swipe Samples for PCB's	\$ 1,380.00
Swipe Sampling Labor and Transportation	\$ 2,156.00
TSCA Closure Certification by Registered Professional Engineer	\$ 1,500.00
10% Contingency	\$ 3,004.00
Total Facility Closure Cost Estimate:	\$33,040.00

4.2 CLOSURE COSTS CERTIFICATION

I certify that the closure cost estimate provided in this application meets the requirements outlined in 40 CFR 761.65 (f). Additionally, under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate, and complete. As to the identified section(s) of this document for which I cannot personally verify truth and accuracy, I certify as the company official having supervisory responsibility for the persons who, acting under my direct instructions, made the verification that this information is true, accurate, and complete.

SIGNATURE:   
NAME: LARRY PARSONS  
TITLE: PRESIDENT  
DATE: AUGUST 2, 2013

## **5. FINANCIAL ASSURANCE FOR CLOSURE**

### ***5.1 METHOD OF FINANCIAL ASSURANCE***

A letter of credit has been issued to meet the requirements in 40 CFR 761.65 (g) of financial assurance. This letter and the accompanying reference letter are presented as Appendix B.

## 6. APPENDICES

**PCB Commercial Storer Application for Approval to Operate**

***APPENDIX A - PCB COMMERCIAL STORER CLOSURE PLAN***

# PCB Commercial Storer Closure Plan

Prepared for:  
**Bedford Recycling, Inc.**  
904 Summit Lane  
Bedford, IN

Prepared by:  
**CORNERSTONE**  
ENVIRONMENTAL, HEALTH AND SAFETY, INC.  
880 Lennox Court  
Zionsville, IN 46077

July 2013

Customer #2821

# PCB Commercial Storer Closure Plan

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# PCB Commercial Storer Closure Plan

## 1. INTRODUCTION

### 1.1 FACILITY NAME AND ADDRESS

Bedford Recycling, Inc.  
1005 4<sup>th</sup> Street  
Bedford, IN 47421

EPA ID# IND040292237

### 1.2 OBJECTIVE

This PCB Commercial Storer Closure Plan has been developed to comply with the requirements of 40 CFR 761.65 (e) and describes the process that will be used by Bedford Recycling to perform a final closure of its PCB storage facility. This plan will eliminate the potential for post-closure releases of PCBs which may present an unreasonable risk to human health or the environment.

# PCB Commercial Storer Closure Plan

## 2. STORAGE AND INVENTORY

### 2.1 *MAXIMUM QUANTITY OF PCB WASTE*

The estimated maximum capacity of the building used as the storage area for PCB bulk wastes is 3 million pounds. This includes the entire capacity of the storage building; however, it is planned that only a small portion of the entire building will be used for PCB storage activities.

The owner states that the anticipated maximum inventory of PCB bulk wastes on site at one time is 80,000 pounds.

### 2.2 *OTHER WASTES HANDLED AT THE FACILITY*

The PCB bulk waste stored at this facility will be generated from the demilitarization and recycling of Anchoring Systems for the MK56 Sea Mines. A total of 3,846 Anchoring Systems will be processed under this project. The primary activity involved is manual disassembly of the Anchoring Systems and segregation of components for disposal or recycle. This operation will occur in a 79,000 ft<sup>2</sup> building of which the PCB waste storage will occupy only a portion. All additional waste and recycle streams generated will be segregated from the PCB bulk waste and sent off-site for further processing or disposal.

## **PCB Commercial Storer Closure Plan**

### **3. REMOVAL OF PCB WASTES**

#### **3.1 PCB BULK WASTE REMOVAL PLAN**

During the entire dismantling project, PCB bulk wastes that are generated will be collected in a steel, plastic-lined properly sized roll-off container provided by A-Line E.D.S who will then remove it when full and replace it with an empty roll-off container. A-Line E.D.S. will receive the PCB bulk waste before it is shipped to its ultimate destination, Envirosafe Services of Idaho, Inc. where it will be disposed of in a licensed PCB landfill. It is estimated that each roll-off container will hold 40,000 pounds of PCB bulk waste. The maximum amount of PCB bulk waste that is anticipated to be on site at the initiation of closure is 80,000 pounds. This remaining PCB bulk waste will be managed in the same fashion as all other PCB bulk waste generated during the project.

#### **3.2 DISPOSAL FACILITY INFORMATION**

Envirosafe Services of Idaho, Inc.  
Highway #78  
Missile Base Road  
Grand View, Idaho 83624

EPA Permit ID# IDD073114654

## PCB Commercial Storer Closure Plan

### 4. DECONTAMINATION AND SAMPLING OF PCB WASTE RESIDUES

#### 4.1 DECONTAMINATION OF WORK AREA

Bedford Recycling will hang plastic sheeting in the industrial building to enclose the area where the anchoring system dismantling will occur. Plastic sheeting under plywood will also be installed on the flooring in this same work area. This plastic sheeting and plywood will remain in place for the duration of the dismantling project. Upon the completion of the project, all plastic sheeting and plywood will be removed and disposed of in the roll-off intended for the PCB coated wire rope.

Hand tools, the work bench, transfer hopper and fork truck will be decontaminated according to 40 CFR 761.79(c)(2)(i). Surfaces of this equipment will be swabbed with Kerosene by a third party contractor. The contractor employees will use the PPE as outlined in the enclosed Health and Safety Plan. All disposable PPE and rags used during the decontamination process will be bagged and disposed of in the roll-off intended for the PCB coated wire rope as mentioned in Section 4.3. Any solvent not used during the decontamination process will be removed from the site by the third party contractor. A report will be prepared by the third party contractor documenting the decontamination process and will be maintained by Bedford Recycling for a period of 3 years following the completion of the project.

The floor area at the entrance to the partitioned off work area will be double washed/rinsed at the conclusion of the project and will be sampled as described in Section 4.2. The double wash/rinse will involve scrubbing the area with Kerosene and wiping up the solvent. The area will then be wiped with a moistened pad and wiped up with a dry pad. This scrubbing with solvent and wiping with moistened and dry pads will then be repeated.

#### 4.2 SAMPLING OF WORK AREA

Employees involved with the dismantling of the anchoring systems are required to wear PPE as outlined in the enclosed Health and Safety Plan. This PPE will be donned immediately upon entering the established work area and doffed just prior to exiting the area. Therefore, pre- and post-cleanup sampling will occur on the concrete floor of the building at the entrance to the work area that is partitioned off by plastic sheeting. This area is shown on the enclosed facility layout and covers a 36 square foot area (6 feet x 6 feet). Additionally, sampling will occur on the concrete floor in the PPE changing area prior to the set up of plastic sheeting and plywood and after the sheeting and plywood have been removed to confirm that the sheeting/plywood protected the area from PCB contamination. This sampling area will also cover a 36 square foot area. Lastly, sampling will occur in the roll-off storage area. A third party contractor that is experienced in PCB sampling will perform this work. This sampling will occur

## PCB Commercial Storer Closure Plan

prior to any anchoring systems being delivered to the site and again after the completion of the dismantling project and the double wash/rinse of the floor at the entrance to the work area that was protected by plastic sheeting.

Seven samples will be collected during each sampling event for each of the two sample areas for a total of 14 samples collected pre-cleanup and 14 samples collected post-cleanup. Of these seven samples, there will be four floor samples, one adjacent sample, one open vial sample and lastly one sample where the sampling material is removed from the vial but not wiped on any portion of the floor. This sampling plan will be used for quality control. Each sampling point will be identified during the pre-cleanup sampling and these exact points will be re-sampled during the post-cleanup sampling. Wipe sampling of the roll off storage area will be performed in compliance with 40 CFR 761 Subpart P and the determination on number of samples to be taken will be detailed in the closure sampling plan to be approved by IDEM and EPA Region 5 as outlined below prior to any sampling occurring. As referenced in Section 4.1, Bedford Recycling will follow the self-implementing decontamination procedure allowed at 40 CFR 761.79(c)(2) for the tools, work bench, transfer hopper and fork truck and no confirmatory sampling is required under this procedure.

Prior to sampling being performed, a scope of work will be prepared by the third party contractor that outlines the sampling requirements and methodology to be used. This will include details on sampling methods, chain of custody, safety and PPE and will be submitted to IDEM and EPA Region 5 for approval prior to conducting the sampling. Personnel involved with the sampling will generate records of the work being performed and will document any deviations that may occur from the original scope of work. These measures will be used for quality assurance.

Method 3500B/3540C or Method 3500B/3550B from EPA's SW-846 Test Methods for Evaluating Solid Waste will be used for chemical extraction of PCBs from individual samples, and Method 8082 from SW-846 will be used to analyze the extracts for PCBs. Details on the sampling methods will be provided in the third party contractor scope of work. The data will be reviewed to confirm that all calculations were properly generated and that the data are correctly associated with the proper samples. The results will be compared to the limit specified below.

**Table 1 – Closure Criteria for PCB Swipe Samples**

Type of Surface	Closure Criteria
Concrete Floors	10 µg/100 cm <sup>2</sup> for reuse without restriction for assessment purposes

## PCB Commercial Storer Closure Plan

### ***4.3 DISPOSAL OF WASTE GENERATED FROM DECONTAMINATION AND SAMPLING***

Personal protective equipment, disposable clean-up supplies and disposable sampling equipment generated from this work will be placed in the roll-off container used to collect the PCB bulk waste and disposed of in a PCB licensed landfill.

# PCB Commercial Storer Closure Plan

## 5. SCHEDULE FOR CLOSURE

### 5.1 TIME ALLOWED FOR CLOSURE

Closure activities are expected to begin no later than 30 days after receiving the final volume of PCB waste at the facility and notification will be made to the Regional Administrator no later than 60 days prior to that date.

Within 90 days after receiving the final volume of PCB waste the waste will be removed from the facility in compliance with this closure plan and within 180 days after receiving the final volume of PCB waste the closure activities will be completed.

Certification by an independent registered professional engineer that the facility has been closed according to the closure plan will be submitted to the Regional Administrator within 60 days of closure.

### 5.2 CLOSURE SCHEDULE

**Table 2 – Closure Schedule**

<b>Task</b>	<b>Estimated Time Period</b>
Notification to Regional Administrator of Intent to Close	Day 0
Final PCB Waste Receipt	Day 30
All PCB Waste is Removed from Facility	Day 120
Complete Closure of Facility	Day 210
Submission to Regional Administrator of Closure Certification by Owner and Registered Professional Engineer	Day 270

## PCB Commercial Storer Closure Plan

### 6. CERTIFICATION OF CLOSURE

#### 6.1 CLOSURE CERTIFICATION

Within 60 days of closure completion, a certification that the facility was closed in accordance with this closure plan will be sent via registered mail to the Region Administrator. This certification will be signed by the facility owner and an independent registered professional engineer.

#### 6.2 CLOSURE REPORT

Along with the certification, a closure report will be submitted to the Regional Administrator that will include the following:

- A chronological summary of closure activities
- A description of the wastes removed during closure
- The quantity of waste removed during closure
- A summary of the sampling and analysis methodology
- Copies of analytical results
- Photographs
- A request for release from the financial assurance requirement

**PCB Commercial Storer Application for Approval to Operate**

***APPENDIX B - FINANCIAL ASSURANCE DOCUMENTATION***

July 27, 2012

Dr. Susan Hedman  
Regional Administrator  
US EPA Region 5  
Ralph Metcalfe Federal Building  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

Re: Letter of Credit # S502228  
PCB Commercial Storage Application  
Bedford Recycling, Inc.  
1005 4<sup>th</sup> Street  
Bedford, IN 47421  
EPA ID#: IND040292237

Dear Dr. Hedman:

Please find enclosed Letter of Credit No. S502228 issued by Fifth Third Bank on July 5, 2012. This letter of credit was issued for the account of Bedford Recycling whose primary address is 904 Summit Lane, Bedford, IN 47421. The address of the facility where the request is being made for approval to operate as a PCB commercial storer is 1005 4<sup>th</sup> Street, Bedford, IN 47421. The EPA ID# for this facility is IND040292237. The amount of funds assured by this letter of credit is \$33,040.00 and correlates to the costs identified in the Closure Plan for this facility.

Also enclosed is an originally signed duplicate of the standby trust agreement as referenced in the letter of credit.

Please contact me directly with any questions you may have regarding the content of this letter of credit.

Sincerely,

A handwritten signature in cursive script that reads "Pam Dickerson for".

Larry Parsons  
President

cc: Karen Kirchner, US EPA Region 5  
George Ritchotte, IDEM  
Pam Dickerson, Cornerstone Environmental Health and Safety, Inc.

Enclosure



LETTER OF CREDIT NO. S502228

PAGE 1

ISSUING BANK:  
FIFTH THIRD BANK

BENEFICIARY:  
US EPA REGION 5  
RALPH METCALFE FEDERAL BUILDING  
77 WEST JACKSON BLVD.  
CHICAGO, IL 60604-3590  
ATTN: DR. SUSAN HEDMAN, REGIONAL  
ADMINISTRATOR

APPLICANT:  
BEDFORD RECYCLING, INC.  
904 SUMMIT LANE  
BEDFORD, IN 47421

LETTER OF CREDIT NO: S502228  
ISSUE DATE: JULY 05, 2012  
EXPIRATION DATE: JUNE 30, 2013  
EXPIRATION PLACE: AT OUR COUNTERS  
AMOUNT: 33,040.00 USD THIRTY THREE THOUSAND FORTY 00/100

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. S502228 IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF BEDFORD RECYCLING, INC., 904 SUMMIT LANE, BEDFORD, IN 47421, UP TO THE AGGREGATE AMOUNT OF THIRTY THREE THOUSAND FORTY DOLLARS AND 00/100 U.S. DOLLARS (\$33,040.00), AVAILABLE UPON PRESENTATION OF:

1. YOUR SIGHT DRAFT, BEARING THE CLAUSE "DRAWN UNDER LETTER OF CREDIT NO. S502228 OF FIFTH THIRD BANK DATED JULY 05, 2012", AND
2. YOUR SIGNED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF THE TOXIC SUBSTANCES CONTROL ACT AS AMENDED."

THIS LETTER OF CREDIT IS EFFECTIVE AS OF JULY 05, 2012, AND SHALL EXPIRE ON JUNE 30, 2013, BUT IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR A PERIOD OF ONE YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST ONE HUNDRED TWENTY (120) DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU BY CERTIFIED MAIL OR OVERNIGHT COURIER THAT WE ELECT NOT TO



LETTER OF CREDIT NO. S502228

PAGE 2

EXTEND THIS LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE. IN THE EVENT YOU ARE SO NOTIFIED, ANY UNUSED PORTION OF THE LETTER OF CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF YOUR SIGHT DRAFT, DATED AFTER THE DATE OF RECEIPT BY YOU OF OUR NOTICE OF NON-RENEWAL, AS SHOWN ON THE SIGNED RETURN RECEIPTS.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, AND BY PRESENTATION AT OUR OFFICE LOCATED AT: FIFTH THIRD BANK, TRADE SERVICES, 5050 KINGSLEY DRIVE, MD 1MOCBR, CINCINNATI, OH 45263, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF BEDFORD RECYCLING, INC. IN ACCORDANCE WITH YOUR INSTRUCTIONS.

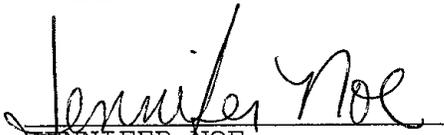
PARTIAL DRAWINGS ARE ALLOWED.  
MULTIPLE DRAWINGS ARE ALLOWED.

THIS ORIGINAL LETTER OF CREDIT, ALONG WITH ANY SUBSEQUENT AMENDMENTS, MUST BE PRESENTED TO THE BANK FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION.

THE BANK SHALL NOT BE CALLED UPON TO DETERMINE QUESTIONS OF FACT OR LAW AT ISSUE BETWEEN THE APPLICANT AND THE BENEFICIARY OF THIS LETTER OF CREDIT.

WE CERTIFY THAT THE WORDING OF THIS LETTER OF CREDIT IS SUBSTANTIALLY SIMILAR TO THE WORDING IN 40 CFR 761.65(G)(4) AS SUCH REGULATIONS WERE CONSTITUTED ON THE DATE SHOWN IMMEDIATELY BELOW.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

  
\_\_\_\_\_  
JENNIFER NOE  
OFFICER

  
\_\_\_\_\_  
KIM DUSKIN  
TRADE SERVICES REPRESENTATIVE

## TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of July 25, 2012 by and between Bedford Recycling, an Indiana corporation, the "Grantor," and Fifth Third Bank, a National Bank, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a polychlorinated biphenyl (PCB) commercial storage facility shall provide assurance that funds will be available when needed for closure and/or post closure care of the facility.

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein.

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee.

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator, who enters into this Agreement and any successors or assigns of the Grantor,

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA, the Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall take payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5 . Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in

accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution un-invested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund; furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of nor more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee, shall not be required to send a notice of nonpayment

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

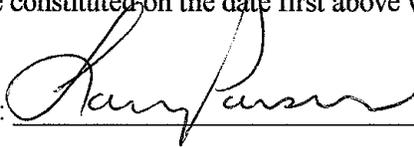
Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

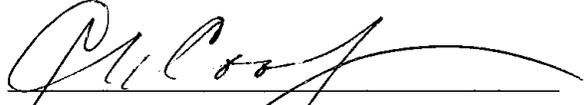
Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Indiana.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation of the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is substantially similar to the wording in 40 CFR 761.65(g)(1) as such regulations were constituted on the date first above written.

Grantor: 

Attest: President  
Title Company Bedford Recycling

Trustee: 

Attest: Vice President  
Title Company: Fifth Third Bank

## **Trust Agreement Schedule A**

Pursuant to Section 2 of this Agreement, below is the required information on the facility for which financial assurance is being provided through the Trust established by this Agreement:

EPA Identification Number: IND040292237

Facility Name: Bedford Recycling, Inc.

Address: 1005 4<sup>th</sup> Street, Bedford, IN 47421

Closure Cost Estimate: \$33,040.00

## **Trust Agreement Schedule B**

Pursuant to Section 3 of this Agreement, below is the required information on the "The Fund" consisting of an Irrevocable Standby Letter of Credit facility for which financial assurance is being provided through the Trust established by this Agreement:

LETTER OF CREDIT NO. S502228

ISSUING BANK FIFTH  
THIRD BANK

BENEFICIARY: US EPA REGION 5  
RALPH METCALFE  
FEDERAL BUILDING 77 WEST JACKSON BLVD. CHICAGO, IL 60604-3590  
ATTN: DR. SUSAN HEDMAN, REGIONAL ADMINISTRATOR

APPLICANT: BEDFORD RECYCLING, INC. 904 SUMMIT LANE BEDFORD, IN 47421

LETTER OF CREDIT NO: S502228 ISSUE DATE: JULY 05, 2012 EXPIRATION  
DATE: JUNE 30, 2013 EXPIRATION PLACE: AT OUR COUNTERS AMOUNT:  
33,040.00 USD THIRTY THREE THOUSAND FORTY 00/100



**PCB Commercial Storer Application for Approval to Operate**

***APPENDIX C - HEALTH AND SAFETY PLAN***

# **Bedford Recycling Sea Mine Anchor Disassembly Project PCB Health and Safety Plan**

## **Introduction**

This project-specific PCB Health and Safety Plan (HASP) provides health and safety guidance to all personnel involved in the dismantling of the Anchoring Systems for the MK56 Sea Mines at the Bedford Recycling facility located at 1005 4<sup>th</sup> Street, Bedford, Indiana related to potential exposure to organic cleaning solvent and PCB containing materials . Before conducting any hands-on work related to this project site management will provide personnel with organic solvent and PCB awareness training covering the information in this HASP.

## **Emergency Information**

In the event of any health or safety incident or issue, the designated site supervisor will immediately be notified. If any treatment beyond basic first aid is required the supervisor will contact one of the two local hospitals identified below.

Dunn Memorial Hospital  
1600 23<sup>rd</sup> Street  
Bedford, Indiana  
(812) 275-3331  
Distance from worksite: 2.1 miles (10 minutes)

IU Health Bedford Hospital  
2900 16<sup>th</sup> Street  
Bedford, Indiana  
(812) 275-1200  
Distance from worksite: 3.3 miles (7 minutes)

Bedford Recycling Management will be contacted in the event of any worksite health or safety issue or concern and can be reached at:

Michael Parsons  
(812) 278-0386

## **Emergency Contingency Plan**

Emergency action procedures will be implemented as follows in the event of severe weather, fire, hazardous spill or other dangerous situation. The walkie talkie radio system will be used to announce evacuation of the building. Cell phones will be used to communicate the need to take shelter in the event of severe weather. Employees must not leave the property until an all clear is issued and they have been accounted for by

their supervisor. All employees will meet in the employee parking area after the all clear has been issued. Emergency gathering points are:

- Tornado or other severe weather: Take cover in the old rail bed section of the building
- Fire and Hazardous Spill Evacuation: Exit building at closest exit and proceed to the main truck gate

### **Dismantling and Storage of the MK56 Sea Mine Anchors**

Based on information provided by the Army, it is anticipated that employees involved with the dismantling of the MK56 Sea Mine Anchors will experience little to no exposure to PCBs. It is possible that the PCB containing paint on the wire rope portion of the anchor assembly will not be exposed during the dismantling process. However, the following safety precautions are in place assuming that the coated wire rope will be exposed.

Employees will wear the following PPE anytime they are present in the designated dismantling work area:

- Disposable coveralls
- Disposable footwear covers
- Disposable PCB-resistant (neoprene) gloves
- Safety glasses with side shields

If it is determined by visual observation that the paint is exposed, brittle and becomes airborne during the dismantling process, a respirator program compliant with 29 CFR §1910.134 will be implemented and employees will be properly evaluated, trained and fitted with respirators with appropriate cartridges for particulate exposure to PCBs.

The anchor assemblies will be delivered by truck to the loading dock located on the east side of the building and unloaded by dedicated fork truck to either the anchor assembly storage area or directly to the point of use storage space within the dismantling work area. The fork truck will enter the dismantling work area through an appropriately sized opening where freezer strip type material will be hung to act as a barrier. These strips will be disposed of in the PCB roll-offs along with the rest of the materials used to construct the dismantling area.

The wire rope is coiled on a reel as part of the anchoring system and the dismantling will involve removing the reel from the assembly with appropriate hand tools. The rope itself will remain coiled on the reel and it is anticipated there will be no need to handle the rope, minimizing the disruption of the PCB containing coating. This work will occur on a metal work bench and the reel will be immediately placed in a self-dumping hopper

at the end of the bench. The dedicated fork truck will be used to move and empty the hopper into the roll-off. The roll-off will be covered with visqueen whenever it is not being actively used to collect the wire rope.

At the end of each work shift, hand tools and the work bench will be wiped down with kerosene which will be kept in a one gallon can in the work area and the rags discarded in the waste collection roll-off. An MSDS for the kerosene will be posted in the work area for reference. Exposure levels to the kerosene will be minimal during this process however the following information will be communicated to all employees at the worksite to ensure that safe practices are being followed:

- **Kerosene General Safety Information**
  - Moderate fire hazard - Combustible Liquid with a flashpoint of 100-150°F
    - Keep away from heat, sparks and open flames
  - Burning may result in hazardous levels of combustion products and inadequate oxygen levels
  - Avoid breathing vapors or mists
  - May cause dizziness and/or drowsiness
  - May cause eye and skin irritation
  - Ingestion may result in aspiration and fluid in the lungs
- **First Aid**
  - Eyes – Flush with water for 15 minutes and seek medical attention.
  - Skin – Remove contaminated clothing and wash contaminated areas thoroughly with soap and water. Obtain medical attention if irritation or rash develops.
  - Ingestion – DO NOT INDUCE VOMITING Do not give liquids and obtain immediate medical attention.
  - Inhalation – Remove effected person to fresh air and seek medical attention.

PPE will be removed in the changing area and when no longer suitable for use, collected in a plastic bag for disposal in the roll-off.

### **Closure of the Dismantling Work Area**

Third party contractors will be used for the closure of the dismantling work area. Activities will include decontamination of the tools and the work bench using kerosene as the decontamination solvent and double washing/rinsing and swipe sampling of the area immediately beyond the enclosed work area. These contractors will be informed of the hazards associated with kerosene as identified previously. It is anticipated that

personnel involved with these activities would experience little to no exposure to PCBs. However, the following PPE will be used during these activities:

- Tychem SL suit
- Disposable footwear covers
- Neoprene gloves
- Safety glasses with side shields
- Respirator with organics cartridges

After use, disposable PPE will be collected in a plastic bag and disposed of along with remaining PCB-coated wire ropes.