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November 18, 2010

Richard C. Karl  
Director, Superfund Division -- Region 5  
United States Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

RE: Unilateral Administrative Order Docket No. V-W-10-C-950  
Cleveland Trencher Site, Euclid, Ohio  
Replying to the Attention of S-6J

## **SECOND SUPPLEMENTAL INFORMATION AND REQUEST FOR IMMEDIATE REVIEW**

Dear Mr. Karl:

Safe Environmental Corporation of Indiana submitted to the Agency its Contest of Responsibility and Request for Release as a Liable Party on October 20, 2010. It submitted a letter of Supplemental Information on November 11, 2010.

As a result of cell phone records of Tomas Amaya provided to the agency in our November 11, 2010 letter, the EPA contacted Mr. Amaya. Regional Counsel Mr. Kevin Chow spoke with Mr. Amaya and provided Safe Environmental the following information.

When confronted with the phone records, Mr. Amaya now claims that when he went to obtain the License at the Safe Environmental Office specifically on August 31, 2007, that Anthony Paganelli was present in the office and was aware that the License was being given to Tomas Amaya. This new factual description wholly contradicts Mr. Amaya's testimony in his deposition where twice he testified that Mr. Paganelli was not in the office when he obtained the License.

First, he testified that he is confident that Mr. Paganelli was not in the office because he called him in the office "for something else," but Mr. Paganelli did not answer:

Q. What did you do?

A. I went to the office and I asked the -- I told the secretary Tony let me use his Ohio contractor license. Can I have a copy, please, and he gave it to me.

Q. What's his name?

A. I don't know what his name. Some people call him Matt and some people call him Chris.

Q. Did you tell Matt or Chris -- we'll call him Matt, Okay? Did you tell Matt about your conversation with Tony?

A. Yes.

Q. And what did you tell him?

A. I just talked to Tony, I asked him to use -- if he can let me use his Ohio license. He told me yes. And can I have a copy, please, and he gave it to me.

Q. Okay. Did you tell Tony about any details about the Cleveland Trencher job?

A. No.

Q. Why not?

A. Because I was secure, I was 100 percent sure the job going to be done with no problems.

Q. You're saying that you were sure there would be no problems?

A. Yes.

Q. And so that was sufficient for you not to tell him anything about the job?

A. He don't ask me.

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Q. So you went to the office and you spoke with Matt and you said Tony said I can have the license for Ohio, please give it to me. What did he do?

A. Who?

Q. Matt.

A. He make a copy and gave it to me.

Q. And how did that happen? What did he do? Did he go to a filing cabinet? Did he go and talk to Tony? How did that happen?

A. Well, he -- I don't know -- I don't know where the license was. He make a copy and gave it to me.

Q. Did he do that in front of you or did he do it in a back room, what?

A. I remember he was making copy but I don't know -- he gave it to me but I don't know.

Q. Do you know where he got the license from?

A. No.

Q. Had you ever been in the office before?

A. So many times.

Q. You know that there's a board in there with the licenses all over the board, right?

A. Yes.

Q. Okay. Is that where Chris went to get the license?

A. I don't know.

Q. You didn't watch?

A. No. I didn't see it.

Q. What were you doing that you couldn't see that?

A. Maybe I was talking with the other secretary or I don't know.

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Q. So you didn't even -- you didn't -- when you went to the office, you could have asked for Tony who would have been there?

A. No, he wasn't there.

Q. How do you know that?

A. Because I call him -- I call -- I was calling him for something else right at that moment. Oh, I think it was for -- calling him to tell him Chris, something like that but I was calling him and his call was for voicemail or something (A. Dep. 159:22 -- 167:14).

He then testified a second time that Mr. Paganelli was not in the office because he would have been able to see Mr. Paganelli if he were there.

Q. Okay. So when you went in to talk to Chris about getting the Ohio contractor's license from Tony, you also talked to him about getting Tony -- Carlos Bonilla's documents?

A. Yes.

Q. And Chris gave you all that stuff?

A. Yes.

Q. No questions asked?

A. Nope.

Q. Did he go back and talk to Tony and say that --

A. I don't know.

Q. -- Tomas Amaya is out front?

A. I don't know.

Q. Well, did he go in the back room?

A. Well, Tony wasn't there.

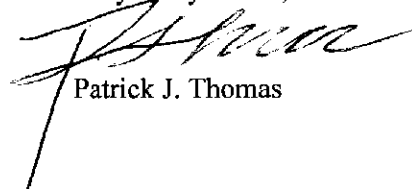
Q. And you know that because you tried to call him on his cell phone and he didn't answer?

A. No, he wasn't there. The office is small. You can see it (A. Dep 259:14 -- 260:10).

Safe Environmental submits that in conjunction with all evidence previously submitted, that Mr. Amaya is incredible and unreliable. It is believed that the Agency's determination of Safe Environmental's liability results solely upon Mr. Amaya's claims. Because Mr. Amaya has either lied under oath or lied to the Agency, that absent any independent evidence of Safe Environmental's liability, which there is none, that Safe Environmental should be released as a liable party.

Safe Environmental respectfully requests that this documentation in conjunction with all other evidence provided is taken into serious consideration by the Agency.

Very Truly Yours,



Patrick J. Thomas

cc: Stephen Wolfe, OSC  
U.S. Environmental Protection Agency  
Mail code ME-W  
25089 Center Ridge Road  
Westlake, Ohio 44145  
Mail Code ME-W

Carol Ropski,  
U. S. Environmental Protection Agency  
Enforcement Services Section #1 SE-5J  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

Kevin Chow  
Associate Regional Counsel  
United States Environmental Protection Agency – Region 5  
77 West Jackson Boulevard, C-14J  
Chicago, IL 60604-3590

CERCLA 106(b) 12-01

# EXHIBIT 53

{00512372; 1; -}

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November 22, 2010

Richard C. Karl  
Director, Superfund Division – Region 5  
United States Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

RE: Unilateral Administrative Order Docket No. V-W-10-C-950  
Cleveland Trencher Site, Euclid, Ohio  
Replying to the Attention of S-6J

## **SETTLEMENT OFFER**

Dear Mr. Karl:

On July 27, 2010, the Agency issued the first amendment of the above-identified Unilateral Administrative Order (“UAO”) naming, *inter alia*, Safe Environmental Corporation of Indiana (“Safe Environmental”) as a respondent and liable party but made no specific findings of fact with respect to Safe Environmental. As you are aware, Asbestek owner Tomas Amaya improperly abated the Cleveland Trencher Site (“Site”) in September 2007 under the tenuous claim that he had “permission” from former Safe Environmental President Anthony Paganelli to “use” Safe Environmental’s Ohio abatement contractor License. As you are further aware, the Agency’s entire basis for holding Safe Environmental liable results solely from this claim and that no independent evidence supports it.

Safe Environmental submitted to the Agency its Contest of Responsibility and Request for Release as a Liable Party on October 20, 2010, identifying substantial evidentiary support that it was not even remotely liable as a de micromis party. In the alternative to straight release, Safe Environmental proposed to settle the matter with the Agency.

On October 21, 2010, Safe Environmental submitted (1) its Notice of Intent to Comply to the extent that it was liable and (2) its Work Plan and Health and Safety Plans.

On November 8, 2010, the Agency notified Safe Environmental that Safe Environmental’s Intent to Comply lacked clarity and the Work Plan and Health and Safety Plans were deficient. The Agency issued a seven-day deadline for Safe Environmental to provide clarity and modify deficiencies. The Agency rejected settlement. The Agency failed to address

the factual content of Safe Environmental's October 20, 2010 Letter and failed to provide its basis for continuing to hold Safe Environmental liable. The Agency reminded Safe Environmental about the potential for penalties, fines and costs.

On November 10, 2010, the Agency extended the deadline for Safe Environmental to provide clarity and modify deficiencies to November 23, 2010.

On November 11, 2010, Safe Environmental submitted to the Agency supplemental information regarding cell phone records for Mr. Amaya that defeated his sworn testimony and provided factual support that Asbestek operated entirely without communication to or authorization from Safe Environmental.

On November 16, 2010, Regional Counsel Mr. Kevin Chow met in person with Mr. Amaya and showed him the cell phone records. Mr. Amaya provided a statement to Mr. Chow that when he obtained the License at the Safe Environmental office in 2007 that Mr. Paganelli was present and authorized it.

On November 18, 2010, Safe Environmental submitted to the Agency a letter directing the Agency's attention to two occasions in Mr. Amaya's deposition where he adamantly insisted that Mr. Paganelli was not present when he obtained the License.

On November 18, 2010, at Safe Environmental's request, Safe Environmental's counsel and Mr. Lovelace travelled to Chicago to meet with Mr. Chow to discuss (1) Mr. Amaya's contradiction; (2) Safe Environmental's lack of liability; (3) potential remediation and removal cost estimates for the Site; and (4) settlement options. At that time, the Agency indicated that it would continue to hold Safe Environmental as a liable party based on Mr. Amaya's statement. The Agency indicated it would not make a settlement offer but that it would respond to any settlement offers from Safe Environmental.

Safe Environmental submits that it does not have even de micromis liability with respect to the UAO and it has taken every effort to communicate facts in support of this position to the Agency. Further, Safe Environmental has communicated thoroughly and often with the Agency through dozens of teleconferences, e-mails, letters and a personal meeting. Safe Environmental invited the Agency to attend the depositions of Mr. Amaya and his partner John Vadas during which the Agency heard Mr. Amaya testify that he may not have been given the permission that the Agency relies on. In its written communications with the Agency, Safe Environmental has waived its rights under the Freedom of Information Act so that the Agency would have the convenience of communicating with other parties in order to conduct its own investigation. Despite this, the Agency continues to maintain that Safe Environmental is a liable party.

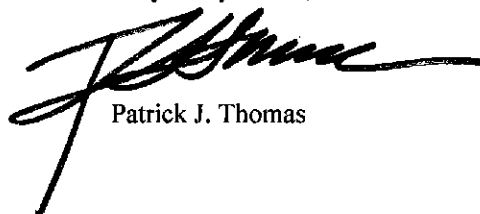
Notwithstanding Safe Environmental's position that it is not a liable party, Safe Environmental recognizes the costs that may be associated with litigation and makes the following settlement proposal as a resolution to this matter. In order to expedite effective remedial actions and minimize litigation pursuant to 42 U.S.C. § 9622(a) and (g), Safe Environmental offers the following settlement:

1. Safe Environmental will pay the Agency the sum of fifty thousand dollars (\$50,000.00);
2. In a form satisfactory to Safe Environmental and to the sole, exclusive discretion and satisfaction of Safe Environmental, the Agency will release Safe Environmental as a liable party and will not initiate future or further proceedings against Safe Environmental, as a liable and/or responsible party from any action initiated by the Agency under CERCLA, including but not limited to CERCLA § 107(a); 42 U.S.C. § 9601 *et seq.*, or 42 U.S.C. § 9607(a) associated with the Cleveland Trencher Site and identified in the UAO;
3. In a form satisfactory to Safe Environmental and to the sole, exclusive discretion and satisfaction of Safe Environmental, pursuant to 42 U.S.C. 9622(f) and (g)(2), the Agency will execute a covenant not to sue Safe Environmental;
4. In a form satisfactory to Safe Environmental and to the sole, exclusive discretion and satisfaction of Safe Environmental, pursuant to 42 U.S.C. 9622(g)(5), the Agency will execute a resolution of liability with Safe Environmental to prevent claims for contribution against Safe Environmental by other responsible parties or parties who have subrogation, indemnification or contribution rights;
5. In a form satisfactory to Safe Environmental and to the sole, exclusive discretion and satisfaction of Safe Environmental, the Agency will agree that Safe Environmental will not be required to waive (1) any claim it has or (2) any action on judgments it obtains against any party in related actions, including but not limited to those claims it has in Richland County, Ohio Common Pleas Court consolidated Case No. 2008-CV-2002; and
6. In a form satisfactory to Safe Environmental and to the sole, exclusive discretion and satisfaction of Safe Environmental, the Agency will acknowledge that Safe Environmental denies entirely having any responsibility or liability at the Site.

Should this settlement proposal be rejected by the Agency, Safe Environmental demands that the reasons for determination be placed in writing and submitted to Safe Environmental pursuant to 42 U.S.C. 9622 (g)(9) as soon as possible.

We look forward to your response.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Patrick J. Thomas", with a long, sweeping horizontal stroke extending to the right.

Patrick J. Thomas



cc: Stephen Wolfe, OSC  
U.S. Environmental Protection Agency  
Mail code ME-W  
25089 Center Ridge Road  
Westlake, Ohio 44145  
Mail Code ME-W

Carol Ropski,  
U. S. Environmental Protection Agency  
Enforcement Services Section #1 SE-5J  
77 West Jackson Boulevard  
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Kevin Chow  
Associate Regional Counsel  
United States Environmental Protection Agency – Region 5  
77 West Jackson Boulevard, C-14J  
Chicago, IL 60604-3590

CERCLA 106(b) 12-01

# EXHIBIT 54

{00512372; 1; -}



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

November 22, 2010

REPLY TO THE ATTENTION OF:

C-14J

VIA U.S. MAIL

Patrick J. Thomas, Esq.  
Janik, L.L.P.  
9200 South Hills Boulevard, Suite 300  
Cleveland, OH 44147-3521

Re: Cleveland Trencher Superfund Site, Euclid, OH  
Unilateral Administrative Order  
Docket No. V-W-10-C-950

Dear Mr. Thomas:

This is in response to your letter of November 22, 2010, which I have received by e-mail. On behalf of your client, Safe Environmental Corporation of Indiana ("Safe"), you are offering to settle Safe's involvement in this matter for \$50,000 in payment to the U.S. Environmental Protection Agency, in lieu of performing work at the Cleveland Trencher Superfund Site ("Site"), 20100 St. Clair Ave., Euclid, Ohio, under the above-referenced Unilateral Administrative Order and its amendments.

At this time, EPA cannot accept such offer. Tomas Amaya and John Vadas of Asbestek, Inc. (collectively, "Asbestek") have stated in deposition testimony that Asbestek sought and received oral permission from Anthony Paganelli of Safe to conduct asbestos abatement at the Site under Safe's Ohio contractor's license. Mr. Paganelli has denied this in his affidavits but he has not been deposed. In spite of Safe's efforts to make Asbestek admit it stole the license and covered up such alleged theft, Asbestek repeatedly affirms that permission was given by Mr. Paganelli and consistently denies that the license was stolen. It is EPA's contention based on the testimony and documents thus far that Asbestek received permission from Mr. Paganelli and that subsequent actions by Asbestek are consistent with believing it had authority to proceed under Safe's license. The materials you have submitted in attempting to persuade U.S. EPA that permission was never granted have been insufficient to cause U.S. EPA to alter its position as to Safe's liability or as to the appropriateness of Safe as a respondent to the UAO. EPA considers Safe to be jointly and severally liable with Asbestek and Nationwide Demolition as operators at the time of disposal and/or persons who arranged for disposal under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), with respect to the asbestos contamination at the Site. Safe's offer of settlement is insufficient in light of Safe's liability and the degree of asbestos-related work to be done at the Site, the cost of which is likely to be multiple times that of your offer.

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Thus, tomorrow's due date for Safe's revised notice of intent to comply and revised workplan for the asbestos stands. In the event of non-compliance, EPA will explore its options for enforcement of the UAO. Section VII of the UAO provides for statutory penalties for non-compliance with the UAO. These include penalties of up to \$32,500 per violation per day, punitive damages of up to three times the amount of any costs incurred by the United States due to the violation, and judicial enforcement of the Order.

If you have any questions, please contact me at (312) 353-6181.

Sincerely,



Kevin Chow  
Associate Regional Counsel

cc: Steve Wolfe (ME-W)  
Carol Ropksi (SE-7J)

Opt-Out: \*\*\*\*\*

CERCLA 106(b) 12-01

# EXHIBIT 55

{00512372; 1; -}

# JANIK L.L.P.

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November 23, 2010

Richard C. Karl  
Director, Superfund Division – Region 5  
United States Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

RE: Unilateral Administrative Order Docket No. V-W-10-C-950  
Cleveland Trencher Site, Euclid, Ohio  
Replying to the Attention of S-6J

Dear Mr. Karl:

On October 21, 2010, Safe Environmental submitted (1) its Notice of Intent to Comply to the extent that it was liable and (2) its Work Plan and Health and Safety Plans. In support of its Notice of Intent to Comply, Safe Environmental cited its October 20, 2010 letter which identified substantial evidentiary support that it was not even remotely liable as a de micromis party.

On November 8, 2010, the Agency notified Safe Environmental that Safe Environmental's Intent to Comply lacked clarity and the Work Plan and Health and Safety Plans were deficient. The Agency issued a seven-day deadline for Safe Environmental to provide clarity and modify deficiencies. The Agency (1) failed to address the factual content of Safe Environmental's October 20, 2010 letter, (2) failed to provide its basis for continuing to hold Safe Environmental liable and (3) rejected a settlement proposal. On November 10, 2010, the Agency extended the deadline for Safe Environmental to provide clarity and modify deficiencies to November 23, 2010.

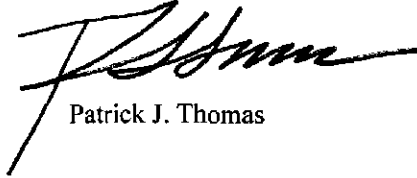
On November 18, 2010, at Safe Environmental's request, Safe Environmental's counsel met with Regional Counsel Mr. Kevin Chow and Stephen Wolfe to discuss potential remediation and removal cost estimates for the Site and whether the Agency would negotiate compliance by Safe Environmental proportionately. Safe Environmental proposed the option of executing a portion of the removal and remediation at the Site. The Agency indicated that Safe Environmental was obligated to comply with and plan for the entire removal and remediation of the site. Safe Environmental's proportionality proposal was rejected. On November 22, 2010, Safe Environmental offered a settlement figure of fifty thousand dollars (\$50,000.00) to the Agency to avoid litigation and be removed from further liability. Safe Environmental's monetary offer was rejected.

Safe Environmental has made every conceivable effort to cooperate and comply with the Agency: (1) it is the only respondent to submit an intent to comply with respect to asbestos remediation and removal; (2) it is the only respondent to submit a Work Plan and Health and Safety Plan that addressed asbestos abatement and removal; (3) it has met with the Agency in person in order to discuss any and all alternatives to assisting the United States government even though Safe Environmental has established that it had no contact in any form with the Site; (4) it has invited the Agency to attend depositions; (5) it has provided the Agency with a comprehensive assessment of actions (or lack thereof) of all respondents at the Site; (6) it has provided thirty-seven (37) exhibits that support the assessment; (7) it has provided the entire transcripts of depositions of Mr. Amaya and Mr. Vadas wherein the Agency's tenuous findings of fact are refuted; (8) it has waived Freedom of Information Act protection so that the Agency was free to conduct any investigation of its own; (9) it provided all known contact information for Mr. Amaya to the Agency upon the Agency's request; (10) it provided evidence of Mr. Amaya's and Asbestek's criminal proceedings in Cuyahoga County and current violations of court order; (11) it has kept in constant phone and e-mail communication with the Agency; (12) it has proposed the option of a proportional removal and remediation which was rejected; and (13) it has offered a monetary settlement which was rejected. The Agency's response to all of these efforts have been rejected and disregarded. Consequently, Safe Environmental is unable to provide a more specific intention to comply than that already submitted. Safe Environmental submits, as it did by the original deadline, that it will comply with the Order to the extent that it is liable.

Safe Environmental disagrees with the Agency's position that Safe Environmental's Work Plan and Health and Safety Plan are deficient. The Agency provided "blank, generic" work plans as a guide for Safe Environmental to reformat its submitted plans. As the Agency admitted, the guides "are examples from other sites; any plan for the Cleveland Trencher Superfund Site must properly address site-specific conditions." During an in-person meeting with the Agency on November 18, 2010, Safe Environmental addressed concerns about site specific conditions, including its proposed assessment that contamination at the Site may be so extensive that demolition and removal of all materials at the Site would be the only possible way to achieve decontamination of the Site. The Agency agreed with this conclusion but indicated that the work plan need only address asbestos remediation and removal. The Agency would not provide its expectations as to how this inconsistent view could be resolved. Further, the Agency would not address Safe Environmental's concerns about asbestos contamination in separate structures that were unrelated to Mr. Amaya's improperly abated portions. The Agency's failure to address specific issues does not allow Safe Environmental to provide a more specific Work Plan and Health and Safety Plan than the plans submitted by the original deadline.

The Agency relies on a single claim of Mr. Amaya in its finding of liability against Safe Environmental. Mr. Amaya, who pled guilty to crimes in Cuyahoga County, Ohio for his actions at the Site, refuted his own claim in his video-taped deposition. Safe Environmental regrets that the Agency has failed to acknowledge Mr. Amaya's admissions and release Safe Environmental as a respondent. Safe Environmental further regrets that the Agency would not provide Safe Environmental with the opportunity for proportional removal and remediation or the opportunity to settle the matter monetarily.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "P. Thomas", with a long horizontal stroke extending to the right.

Patrick J. Thomas

cc: Stephen Wolfe, OSC  
U.S. Environmental Protection Agency  
Mail code ME-W  
25089 Center Ridge Road  
Westlake, Ohio 44145  
Mail Code ME-W

Carol Ropski,  
U. S. Environmental Protection Agency  
Enforcement Services Section #1 SE-5J  
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Kevin Chow  
Associate Regional Counsel  
United States Environmental Protection Agency – Region 5  
77 West Jackson Boulevard, C-14J  
Chicago, IL 60604-3590



CERCLA 106(b) 12-01

# EXHIBIT 56

{00512372; 1; -}



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

November 26, 2010

REPLY TO THE ATTENTION OF:

C-14J

VIA U.S. MAIL

Patrick J. Thomas, Esq.  
Janik LLP  
9200 South Hills Boulevard, Suite 300  
Cleveland, OH 44147-3521

Re: Re: Cleveland Trencher Superfund Site, Euclid, OH  
Unilateral Administrative Order  
Docket No. V-W-10-C-950

Dear Mr. Thomas:

On November 8, 2010, you received a letter signed by On-Scene Coordinator Stephen Wolfe on November 5, 2010, informing you that pursuant to the above-referenced Unilateral Administrative Order and its amendments (collectively, the "UAO"), the U.S. Environmental Protection Agency, Region 5 disapproved the asbestos workplan and health and safety plan submitted on October 21, 2010 on behalf of your client, Safe Environmental Corporation of Indiana ("Safe"), and required the submittal of a revised asbestos workplan and health and safety plan, a revised notice of intent to comply stating what actions Safe intends to take to comply with the UAO, and additional contractor information. The deadline for these revisions as extended by my letter of November 10, 2010, was November 23, 2010. I am in receipt of your letter dated November 23, 2010, and am responding to the statements therein.

You state that EPA "failed to address the factual content" of Safe's October 20, 2010 letter, and "failed to provide its basis for continuing to hold Safe Environmental liable". On the multiple occasions when we have talked (going back for months now), I have explained to you EPA's basis for holding Safe liable, which was reiterated to you in my letter of November 22, 2010. I have also explained to you on multiple occasions that none of the exhibits, materials, or letters that you have supplied EPA pertaining to Asbestek's claim that it received permission from Anthony Paganelli to use Safe's Ohio contractor's license has caused EPA to alter its position on Safe's liability. While you have asserted that Asbestek is lying and that it stole the license and covered up such alleged theft, Asbestek categorically denies your accusations and I have repeatedly explained to you that it is EPA's contention that Asbestek's actions were consistent with a belief that it indeed had permission.

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12/4/10

You state that during the November 18, 2010, in-person meeting between Safe and EPA, Safe “proposed the option of executing a portion of the removal and remediation at the Site”. Neither Mr. Wolfe nor I have any recollection of hearing any such proposal during the meeting, nor do we understand what you mean by “proportional”. You further state that “Safe Environmental’s proportionality proposal was rejected.” Mr. Wolfe and I have no recollection of discussing, much less rejecting, any such proposal. The only “proposal” made during the meeting was your concept of a cash-out settlement, not a proportional work proposal. You requested EPA to provide you a proposed settlement figure, which we were not prepared to give. Instead we informed you that we would inform our management of any specific monetary proposal that you would have, and that we would attempt to respond quickly if we were to receive your monetary proposal in a timely manner. You set forth Safe’s cash settlement offer in a letter of November 22, 2010, which was rejected by EPA in a response to you dated the same day.

You state that Safe “disagrees with the Agency’s position that Safe Environmental’s Work Plan and Health and Safety Plan are deficient.” Mr. Wolfe’s letter specifies the reasons why EPA considers the plans deficient, including the lack of an expeditious schedule and a Quality Assurance Project Plan (“QAPP”). Your letter of November 23d does not address these deficiencies, nor does it include a revised workplan that includes such items.

You state that during the November 18<sup>th</sup> meeting:

Safe Environmental addressed concerns about site specific conditions, including its proposed assessment that contamination at the Site may be so extensive that demolition and removal of all materials at the Site would be the only possible way to achieve decontamination at the Site. The Agency agreed with this conclusion but indicated that the work plan need only address asbestos remediation and removal. The Agency would not provide its expectations as to how this inconsistent view could be resolved. Further, the Agency would not address Safe Environmental’s concerns about asbestos contamination in separate structures that were unrelated to Mr. Amaya’s improperly abated portions.

EPA does not believe there was any inconsistency in what EPA said about asbestos conditions at the Site and its expectations about how such conditions are to be addressed. EPA agreed that asbestos contamination at the Site is “extensive”, in that large quantities of construction and demolition debris are present and vulnerable to the elements at the Site and that large quantities of such debris are asbestos-containing materials (“ACM”). In response to your question during the meeting about how any potential non-ACM debris would be dealt with, EPA expressed to you that if EPA were to conduct the work, it might be more cost-effective and more efficient to treat all debris materials as ACM for disposal purposes due to pervasive presence of asbestos, rather than undertake the effort and expense of sampling and segregating all volumes of materials into ACM and non-ACM waste streams for disposal purposes. EPA expressed to you that any potential cost savings from segregating the debris might be minimal. Assuming for purposes of argument that Safe proceeded with conducting asbestos work under the UAO, Safe would be free to either dispose of all debris as ACM or to segregate non-ACM from ACM for disposal purposes; either would be acceptable to EPA.

With regard to the issue raised by Safe during the meeting of standing structures at the Site and whether they would need abatement and/or demolition, Safe never asked EPA a specific question about it. During your caucus, Mr. Wolfe and I discussed the issue. Upon your return from your brief caucus, EPA did not receive any questions about it and the topic appeared to have been dropped, and no other workplan issues were raised after the caucus. If Safe had continued to solicit guidance about the structures after the caucus and before winding down the meeting, EPA would have responded by saying that the UAO specifically identifies asbestos-contaminated building debris and that it would be unlikely that standing structures that pose little or no risk of releases of asbestos to the environment would fall within the scope of the UAO.

You state that EPA's "failure to address specific issues does not allow Safe Environmental to provide a more specific Work Plan and Health and Safety Plan than the plans submitted by the original deadline." As noted above, EPA did address the "specific" but few workplan questions that Safe raised during the meeting. Regardless, the issue of workplan specificity appears to be a moot one for Safe, since Safe has not provided a revised workplan to include any scope of asbestos removal, has not stated that it is standing on its originally submitted workplan, has not stated that it intends to even implement its original workplan, and has not provided a statement that it intends to conduct any work at the Site, "proportional" or otherwise.

You state that Tomas Amaya of Asbestek, Inc. has "refuted his own claim in his video-taped deposition" that he received permission from Anthony Paganelli to use Safe's Ohio contractor's license. To the contrary, Mr. Amaya repeatedly reaffirms his claim during the deposition.

With respect to the issue of Safe's notice of intent to comply (which was due November 23, 2010, and which was required by Mr. Wolfe's letter to be revised as a statement of what actions Safe intends to undertake under the UAO), Safe merely reiterates its statement of October 21, 2010, which is that "it will comply with the Order to the extent it is liable". Safe is a respondent under the UAO. Section V, Paragraph 1 of the UAO requires an irrevocable notice of intent to comply. In that Safe has not revised its notice of intent to comply or otherwise identified what actions it will actually undertake under the UAO, has not set forth an actual proposal for a "proportional removal and remediation" under the UAO, and has neither submitted a revised workplan for the work ("proportional" or otherwise) or a statement that it is standing on its original workplan and intends to implement such, EPA is concluding that as of November 23, 2010, Safe declines to perform any of the response activities identified in Section V, Paragraph 3 of the UAO. Failure to perform response activities identified in the UAO constitutes non-compliance with such UAO.

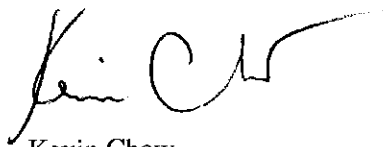
With respect to the workplan and health and safety plan which were required to be revised and resubmitted today to include, among other things, an expeditious schedule and a QAPP, no revised plans were submitted on November 23, 2010. Safe did not provide any further contractor information either, as required by Mr. Wolfe's letter. Thus, Mr. Wolfe's disapproval

of the original plans of October 21, 2010, stands, and Safe is considered by EPA to be in non-compliance with Section V, Paragraph 3.1 and Section V, Paragraph 2 of the UAO.

In the event of non-compliance, Section VII of the UAO provides for statutory penalties for non-compliance with the UAO. These include penalties of up to \$32,500 per violation per day, punitive damages of up to three times the amount of any costs incurred by the United States due to the violation, and judicial enforcement of the Order. EPA will now consider its options for enforcing the UAO.

For any questions, please contact me at (312) 353-6181.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Chow', with a stylized flourish extending to the right.

Kevin Chow  
Associate Regional Counsel

cc: Steve Wolfe (ME-W)  
Carol Ropski (SE-5J)

CERCLA 106(b) 12-01

# EXHIBIT 57

{00512372; 1; -}

**From:** [Patrick Thomas](#)  
**To:** [Chow.Kevin@epamail.epa.gov](mailto:Chow.Kevin@epamail.epa.gov)  
**Bcc:**  
**Subject:** Nationwide Demo. - JLLP #929-8 -- PRIVILEGED COMMUNICATION  
**Date:** Wednesday, June 29, 2011 8:34:00 PM

---

Kevin,

As you are aware, we were informed by the EPA in May 2011 that the cleanup costs at the Cleveland Trencher site ("Site") would be less than previous estimates. Since that time, Safe Environmental has diligently worked with the EPA and other PRPs to consider the complex details necessary to reach a resolution. This includes consideration of the related claims pending in Richland County, Ohio, Court of Common Pleas, which involve a number of PRPs. On June 15, 2011, you indicated that the EPA would need some "agreement in principle" by the end of June or some indication that the parties were making a concerted effort to commit to the cleanup. I am confident that the record will reflect Safe Environmental's strong commitment to seeking a resolution.

On June 15, we requested that Mr. Wolfe attend a Site inspection with Safe Environmental on June 23. Mr. Wolfe agreed to meet us on June 27 as this was the only date available to him. On June 27, Rick Lovelace of Safe Environmental, Mike Bartos of Hygieneering Corporation, John Savage and Emory Wolfe of Precision Environmental and I, all on behalf of Safe Environmental, met with Mr. Wolfe at the Site. Mr. Wolfe provided assistance to us in our determination of EPA requirements associated with friable asbestos cleanup. During the Site inspection, Mr. Wolfe indicated that the EPA would not likely commence its cleanup efforts until August 15. At no time did Mr. Wolfe indicate that the EPA sought to commence cleanup through its own contractors in early July. Had he done so, I would have immediately addressed with you on June 27 our need for adequate time to achieve a resolution.

Please let the following memorialize our conversations today.

In our first conversation today, you provided the following information. Mr. Wolfe met with an EPA contractor at the Site yesterday, June 28, and, without consultation with you, determined that (1) on July 5, EPA contractors would enter the Site to establish water and electrical lines; (2) on July 11, EPA contractors would begin mobilization at the Site; and (3) on July 18, EPA contractors would commence cleanup. You also indicated that Safe Environmental would be required to submit a Work Plan no later than tomorrow, June 30. Prior to this conversation, Safe Environmental had not been instructed that a Work Plan was due by the end of June. This accelerated, hitherto undisclosed schedule has frustrated our efforts to achieve a resolution as we received our written estimates only yesterday, June 28. Additionally, as you know, we are

simultaneously attempting to work on arrangements with the insurer of Nationwide Demolition and Asbestek. Consequently, I requested of you that the EPA reconsider its June 30 deadline for a Work Plan and its efforts to commence cleanup in early July. I also requested that the EPA provide information regarding the unknown location and size of a buried asbestos pit identified in the UAO, as this information would affect our estimates and therefore any desired agreements between the parties. As of this communication, we lack this necessary information.

In our second conversation today, you provided information relating to costs associated with the EPA's initiated action. As you provided a correction on some of the costs in our subsequent conversation, I have identified the costs below. I also requested that the EPA extend its current schedule by two weeks to give the parties the opportunity to take necessary steps based on the recent estimates and to work out arrangements with Nationwide's and Asbestek's insurer.

In our third conversation today, you provided the following information.

1. The EPA will not extend its deadlines and it plans to commence action on July 5.
2. The costs associated with EPA work the week of July 5 will involve establishing electrical lines and water lines and will incur direct costs of \$20,000 and indirect costs of 66% of that amount, or \$13,200, for a week's total of \$33,200. Should we comply and commence work after this week, we will be able to use the utilities but will owe the EPA these costs in addition to any costs associated with the cleanup.
3. The costs associated with EPA work the week of July 11 will involve mobilizing two work trailers at a cost of \$500.00 each per month plus \$1000.00 each for set up costs for a total weekly cost of \$2,250.00 for the week of July 11, and \$250.00 per week thereafter.
4. The EPA will commence cleanup on July 18. At any time, we may take over the cleanup but will be responsible to the EPA for its incurred costs plus costs relating to our own efforts.
5. **June 30 is now our INTENT TO COMPLY deadline.** At no time prior to this discussion were we informed that June 30 was the deadline for compliance. You stated that you would attempt to gain an extension of this deadline to July 8, but this extension, if granted, will not change the EPA's scheduled start date of July 5.
6. You have acknowledged that Safe Environmental may submit a



Work Plan prior to a notice of Intent to Comply but that the Work Plan will not be binding absent an intent to comply. You also indicated that as it is not binding, the EPA, if it finds the Work Plan acceptable, will label it "approvable" pending submission of an intent to comply.

7. The EPA will not consider a monetary settlement from Safe Environmental.

Whether or not the EPA commences any work, we would be responsible for oversight costs, should we perform part of all of the cleanup, as follows:

1. \$115/hour for the oversight of an EPA contractor;
2. \$40/hour for Mr. Wolfe; and
3. \$75/hour for Mr. Chow.

While you could not give a predictably reliable figure, these three individuals could or would be present at the Site as often as needed for the duration of the cleanup and would be involved in a final inspection of the Site.

Whether or not the EPA commences any work, all PRPs are subject to "past costs" associated with Mr. Wolfe's involvement in the site. You indicated that Mr. Chow's charges for oversight work are not retroactive, such that Mr. Chow's work on this project prior to cleanup is not a "past cost."

Please let me know if I have not accurately described our conversations.

As you know, we have put extensive effort into a possible resolution to this matter. Our learning for the first time today, especially in light of our site inspection with Mr. Wolfe on Monday, (1) that the EPA seeks to commence work on July 5 and (2) that our intent to comply deadline is now June 30, has compromised our efforts. Please consider this an appeal for an extension of the EPA's schedule so that Safe Environmental may have the necessary time to work out a resolution. I am confident that you are aware from our many discussions that there are a number of parties and complex issues involved in this attempted resolution.

Please understand that I have no authority to bind my client and make this appeal in order to attempt a resolution on behalf of Safe Environmental. As you are aware, Safe Environmental maintains that it is less than a de minimis contributor and that it had absolutely no

involvement in any activity at the Cleveland Trencher Site.

I appreciate your time and attention to this matter.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax

CERCLA 106(b) 12-01

# EXHIBIT 58

{00512372; 1; -}

**From:** [Patrick Thomas](#)  
**To:** ["Chow.Kevin@epamail.epa.gov"](mailto:Chow.Kevin@epamail.epa.gov)  
**Cc:** ["Wolfe.Stephen@epamail.epa.gov"](mailto:Wolfe.Stephen@epamail.epa.gov)  
**Subject:** RE: Nationwide Demo. - JLLP #929-8 -- PRIVILEGED COMMUNICATION  
**Date:** Thursday, June 30, 2011 12:44:46 PM

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Kevin,

Per our conversation this afternoon, you have provided the following information:

1. The EPA has agreed to extend the Intent to Comply to July 8. A modified intent to comply prior to July 8 will be accepted and may be well taken by the EPA such that the EPA will not immobilize on July 11. A bona fide intent to comply submitted today, June 30, or even tomorrow, July 1, would not guarantee that the EPA will refrain from entering the site on July 5.
2. The EPA has agreed to extend the Work Plan deadline to July 8. A Work Plan submitted prior to the intent to comply is not binding and will be reviewed by the EPA and a response will be provided to us.
3. Past costs are costs the EPA has incurred since day zero. You will provide the past costs to us when you return to the office on July 5. These costs are unknown and could be in the \$50,000 to \$100,000 area, but you acknowledged that you are not aware of the number at this time.
4. EPA has access agreements with all three owners that will allow us to lawfully gain access to the site for any cleanup performed. You will provide us with the agreements by July 5.
5. You will provide us with the buried asbestos pit size and location as soon as possible.
6. You have agreed to review our costs estimates to let us know if we have overlooked or miscalculated costs. Please see below.

Cleanup costs	responsibility of Safe
Environmental and/or other PRPs	

Work Plan	responsibility of Safe
Environmental and/or other PRPs	

Direct and indirect costs for week of July 5 (if performed by EPA)	
\$20,000 + 66% (13,200) =	\$33,200

Direct and indirect costs for week of July 11 (if performed by  
EPA) Mobilization of two trailers at \$2000 per trailer) \$ 4,000

Oversight costs  
EPA contractor \$115/hr (approximate)  
Wolfe \$40/hr (approximate)  
Chow \$75/hr (approximate)

Past costs you will provide these  
costs from day zero on July 5.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax

CERCLA 106(b) 12-01

# EXHIBIT 59

{00512372; 1; -}

**From:** [Patrick Thomas](#)  
**To:** ["Chow.Kevin@epamail.epa.gov"](mailto:Chow.Kevin@epamail.epa.gov)  
**Cc:** ["Wolfe.Stephen@epamail.epa.gov"](mailto:Wolfe.Stephen@epamail.epa.gov)  
**Subject:** Nationwide Demo -- JLLP #929-8 -- PRIVILEGED COMMUNICATION  
**Date:** Thursday, June 30, 2011 5:33:00 PM

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Kevin,

Pursuant to our conversation this afternoon, it is our intention to submit a Work Plan to the EPA tomorrow, July 1, 2011 at the close of business. Per our understanding from the EPA, this Work Plan will not be binding upon Safe Environmental. Further, the Work Plan is not intended to be construed as an intent to comply or an admission of liability, nor is it a commitment to performance at Cleveland Trencher. The EPA will review the Work Plan and either acknowledge that the Work Plan is "approvable" or otherwise identify limitations.

As we discussed, my client lacks three important pieces of information. First, we need to know the "past costs" which you have agreed to provide on July 5, 2011. Secondly, it is necessary for us to have information regarding the buried asbestos pit, its size and whether the EPA considers the pit part of our clean-up requirements. My understanding is that Mr. Wolfe is working to obtain that information for us and we hope to receive it as soon as possible. Third, we have been informed by Nationwide's and Asbestek's insurer that they will not be in a position to consider contribution to our efforts until July 1.

The EPA has agreed to extend the deadlines for the Intent to Comply, the Work Plan and the schedule until July 8. Notwithstanding these extensions, the EPA intends to enter the site and begin preparations on July 5.

It is our position that the EPA's decision to commence operations on July 5 is unreasonable, arbitrary and capricious and substantially interferes with our ability to resolve this matter in a manner that is most beneficial to the EPA, the PRPs and the general public. It further results in the accrual of unnecessary, exorbitant costs that ultimately may be funded by taxpayers because the decision threatens to limit our ability to reach a resolution. Safe Environmental maintains that it is prepared to successfully defend the EPA's unilateral determination that Safe Environmental is a liable party, evidence in support of this position which was submitted to the EPA on October 20, 2010 and November 18, 2010. As Safe Environmental is aware of the costs associated with litigation of this matter, coupled with the lack of statutory opportunity to challenge the EPA's determination of liability by suit at this time, Safe Environmental has undertaken great effort to resolve this issue. The EPA's refusal to alter its recent, previously unidentified start date of July 5 is unreasonable in light of the efforts taken by Safe Environmental,



which is not responsible for the current conditions at Cleveland Trencher.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax



CERCLA 106(b) 12-01

# EXHIBIT 60

{00512372; 1; -}

**From:** [Patrick Thomas](#)  
**To:** ["Chow.Kevin@epamail.epa.gov"](mailto:Chow.Kevin@epamail.epa.gov)  
**Cc:** ["Wolfe.Stephen@epamail.epa.gov"](mailto:Wolfe.Stephen@epamail.epa.gov)  
**Bcc:**  
**Subject:** Nationwide Demo. - JLLP #929-8 -- PRIVILEGED COMMUNICATION  
**Date:** Friday, July 01, 2011 12:30:00 PM  
**Attachments:** [MSC Precision Work Order and Health and Safety Plan \(00476077\).PDF](#)

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**THIS COMMUNICATION IS SUBJECT TO EVID. R. 408**

Kevin,

Please find attached the Work Order and Health and Safety Plan ("Plan") submitted to the EPA on behalf of Safe Environmental pursuant to United States Environmental Protection Agency, Region V, Administrative Order Docket No. V-W-10-C-950. Per your authority and agreement and our written communications of June 30, 2011, this submitted Plan is not binding upon Safe Environmental. Further, the Plan is not intended to be construed as an intent to comply or an admission of liability, nor is it a commitment by Safe Environmental to performance at Cleveland Trencher. It is our understanding that the EPA will review the Plan and either acknowledge that the Plan is "approvable" or otherwise identify limitations. I look forward to the EPA's response to the Plan.

Safe Environmental maintains that it is not a liable party to any condition at Cleveland Trencher, and submission of the Plan is not an admission of liability nor is it to be construed as an admission in any form.

I await the EPA's response regarding (1) "past costs" and (2) the location, size and EPA requirements with respect to the pit of buried asbestos pursuant to our June 29 and 30, 2011 communications.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax

CERCLA 106(b) 12-01

# EXHIBIT 61

{00512372; 1; -}

**From:** [Kevin Chow](#)  
**To:** [Patrick Thomas](#)  
**Cc:** [Stephen Wolfe](#)  
**Subject:** Re: Nationwide Demo. - JLLP #929-8 -- PRIVILEGED COMMUNICATION  
**Date:** Tuesday, July 05, 2011 3:26:16 PM  
**Attachments:** [Attachment 6\\_CT Asbestos Survey.pdf](#)  
[Cleveland Trencher Access.PDF](#)  
[SIGNED ACCESS FROM GARY THOMAS.pdf](#)  
[Piscazzi Trust Consent for Access.pdf](#)

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Pat,

EPA past costs as calculated through April 30, 2011 are about \$106,000. This consists of about \$49,000 in payroll, \$16,000 in contractors, and \$41,000 in indirect costs.

Still no word from Ohio on further details on the "asbestos pit". Steve and myself are not exactly sure where the original reference came from. We also have a call in to Cleveland Department of Air Quality, Mike Samec, to see if he knows anything. You can try calling him too at (216) 420-7682. Attached is a report from John Pardee that you may have already seen; nothing is mentioned specifically about an "asbestos pit". (See attached file: Attachment 6\_CT Asbestos Survey.pdf)

On access, I believe you may have to obtain access agreements from the alleged owners. Upon taking a closer look at the agreements, it appears the access agreements that EPA has are for EPA access only, and were obtained from Cleveland Trencher, Gary Thomas, and the Piscazzi Trust, due to each of them having an "indicia of ownership". Each of them had disputed whether they were an owner, but I argued each of them has a potential interest and sought agreements from all 3. I've attached the agreements here as pdfs for your reference. You should note that Mr. Metin Aydin, shareholder and officer in Cleveland Trencher, died a few months ago. You may be able to obtain a signature for Cleveland Trencher from Mr. Aydin's widow and attorney, Pauline Aydin. I can work with you on that. At any rate, you and I should talk in greater detail about this issue.  
(See attached file: Cleveland Trencher\_Aydin Access.PDF)(See attached file: SIGNED ACCESS FROM GARY THOMAS.pdf)(See attached file: Piscazzi Trust Consent for Access.pdf)

Steve has done a cursory review of the workplan. I will need to consult further with him before conveying to you our thoughts.

More EPA comments and responses to your recent emails and inquiries are forthcoming.

Kevin  
(312) 353-6181

CERCLA 106(b) 12-01

# EXHIBIT 62

{00512372; 1; -}



**From:** [Patrick Thomas](mailto:Patrick.Thomas@epa.gov)  
**To:** ["Chow.Kevin@epa.gov"](mailto:Chow.Kevin@epa.gov)  
**Cc:** ["wolfe.stephen@epa.gov"](mailto:wolfe.stephen@epa.gov)  
**Bcc:** [Patrick Thomas](mailto:Patrick.Thomas@epa.gov)  
**Subject:** Nationwide Demo. - JLLP #929-8 -- PRIVILEGED COMMUNICATION  
**Date:** Friday, July 08, 2011 8:29:20 AM

---

Formal letter to follow by U.S. Mail:

## **JANIK L.L.P.**

**Attorneys at Law**

**9200 South Hills Boulevard ~ Suite 300 ~ Cleveland, Ohio 44147-3521**  
**(440) 838-7600 ~ Facsimile (440) 838-7601**  
**Email ~ [patrick.thomas@janiklaw.com](mailto:patrick.thomas@janiklaw.com)**

**Direct Dial:**  
**(440) 740-3036**

July 8, 2011

Richard C. Karl  
Director, Superfund Division – Region 5  
United States Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

RE: Unilateral Administrative Order Docket No. V-W-10-C-950  
Cleveland Trencher Site, Euclid, Ohio  
Replying to the Attention of S-6J

Dear Mr. Karl:

**Safe Environmental hereby submits its Notice of Intent to Comply with the United States Environmental Protection Agency's ("EPA") Unilateral Administrative Order Docket No. V-W-10-C-950 ("Order").** Safe Environmental will contract with Precision Environmental, 5500 Old Brecksville Road, Independence, Ohio 44131 ("Precision") to perform cleanup of friable asbestos at Cleveland Trencher, 20100 St. Clair Avenue, Cleveland, Ohio 44117 ("Site").

**It is our understanding that upon submission of this Intent to Comply, that the EPA will refrain from any further action at the Site such that additional, unnecessary costs are not incurred.**

On July 1, 2011, we submitted a Work Plan and Safety Plan ("Plan") to the EPA for review. The EPA has identified a number of specifics that the Plan requires for approval. Mr. Chow has authorized that the final Plan may be submitted in a reasonable amount of time after July 8 to allow Precision to amend the Plan so that it is approved. We expect to receive the amended Work Plan within the next three business days and will forward for review. It is our intention to submit the Plan with (1) perimeter air sampling especially at the support zone; (2) delineation of work zone; and (3) further explanation of what will be

performed at and around office building as requested by Mr. Stephen Wolfe.

The scheduled start date is approximately August 15, 2011. We expect the cleanup to take three to four weeks. We require this period of time in order to obtain access agreements, prepare our contract with Precision, and obtain Ohio Department of Health Notification Forms.

As you are aware, Safe Environmental has engaged in a number of discussions with EPA regional counsel Kevin Chow. It is our understanding that the EPA will approve a Plan from Safe Environmental that addresses the cleanup of friable asbestos contamination at the Site. Safe Environmental will not address the issue of chemical contamination relating to barrels, tanks or transformers ("chemical contamination") but will specifically address asbestos cleanup. It is our understanding that the EPA will separate any costs incurred by the EPA or others relating to the chemical contamination from costs incurred relating to asbestos issues.

Safe Environmental maintains that it is not a liable party to any condition at Cleveland Trencher, and submission of the Intent to Comply is not an admission of liability nor is it to be construed as an admission in any form. Safe Environmental intends to seek reimbursement from the EPA of costs that it expends in complying with the Order.

Please do not hesitate to contact me with any questions or concerns.

Very Truly Yours,

*Patrick J. Thomas*

Patrick J. Thomas

cc: Stephen Wolfe, OSC  
U.S. Environmental Protection Agency  
Mail code ME-W  
25089 Center Ridge Road  
Westlake, Ohio 44145  
Mail Code ME-W

Carol Ropski,  
U. S. Environmental Protection Agency  
Enforcement Services Section #1 SE-5J  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

Kevin Chow  
Associate Regional Counsel  
United States Environmental Protection Agency – Region 5  
77 West Jackson Boulevard, C-14J  
Chicago, IL 60604-3590

# ***JANIK L.L.P.***

Attorneys At Law

250 Civic Center Drive  
Suite 500  
Columbus, OH 43215  
(614) 835-0000

9200 South Hills Boulevard · Suite 300  
Cleveland, OH 44147-3521  
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100 Wilshire Building · Suite 950  
100 Wilshire Boulevard  
Santa Monica, CA 90401  
(310) 394-8600

Direct Dial:  
(440) 740-3036

July 8, 2011

Richard C. Karl  
Director, Superfund Division – Region 5  
United States Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

RE: Unilateral Administrative Order Docket No. V-W-10-C-950  
Cleveland Trencher Site, Euclid, Ohio  
Replying to the Attention of S-6J

Dear Mr. Karl:

**Safe Environmental hereby submits its Notice of Intent to Comply with the United States Environmental Protection Agency's ("EPA") Unilateral Administrative Order Docket No. V-W-10-C-950 ("Order").** Safe Environmental will contract with Precision Environmental, 5500 Old Brecksville Road, Independence, Ohio 44131 ("Precision") to perform cleanup of friable asbestos at Cleveland Trencher, 20100 St. Clair Avenue, Cleveland, Ohio 44117 ("Site").

**It is our understanding that upon submission of this Intent to Comply, that the EPA will refrain from any further action at the Site such that additional, unnecessary costs are not incurred.**

On July 1, 2011, we submitted a Work Plan and Safety Plan ("Plan") to the EPA for review. The EPA has identified a number of specifics that the Plan requires for approval. Mr. Chow has authorized that the final Plan may be submitted in a reasonable amount of time after July 8 to allow Precision to amend the Plan so that it is approved. We expect to receive the amended Work Plan within the next three business days and will forward for review. It is our intention to submit the Plan with (1) perimeter air sampling especially at the support zone; (2) delineation of work zone; and (3) further explanation of what will be performed at and around office building as requested by Mr. Stephen Wolfe.

The scheduled start date is approximately August 15, 2011. We expect the cleanup to take three to four weeks. We require this period of time in order to obtain access agreements, prepare our contract with Precision, and obtain Ohio Department of Health Notification Forms.

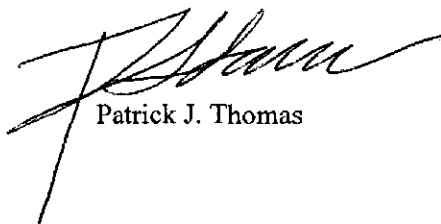


As you are aware, Safe Environmental has engaged in a number of discussions with EPA regional counsel Kevin Chow. It is our understanding that the EPA will approve a Plan from Safe Environmental that addresses the cleanup of friable asbestos contamination at the Site. Safe Environmental will not address the issue of chemical contamination relating to barrels, tanks or transformers ("chemical contamination") but will specifically address asbestos cleanup. It is our understanding that the EPA will separate any costs incurred by the EPA or others relating to the chemical contamination from costs incurred relating to asbestos issues.

Safe Environmental maintains that it is not a liable party to any condition at Cleveland Trencher, and submission of the Intent to Comply is not an admission of liability nor is it to be construed as an admission in any form. Safe Environmental intends to seek reimbursement from the EPA of costs that it expends in complying with the Order.

Please do not hesitate to contact me with any questions or concerns.

Very Truly Yours,



Patrick J. Thomas

cc: Stephen Wolfe, OSC  
U.S. Environmental Protection Agency  
Mail code ME-W  
25089 Center Ridge Road  
Westlake, Ohio 44145  
Mail Code ME-W

Carol Ropski,  
U. S. Environmental Protection Agency  
Enforcement Services Section #1 SE-5J  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

Kevin Chow  
Associate Regional Counsel  
United States Environmental Protection Agency – Region 5  
77 West Jackson Boulevard, C-14J  
Chicago, IL 60604-3590

CERCLA 106(b) 12-01

# EXHIBIT 63

{00512372; 1; -}

**From:** [Patrick Thomas](#)  
**To:** [Kevin Chow](#)  
**Cc:** ["Stephen Wolfe"](#)  
**Subject:** Nationwide Demo. - JLLP #929-8 -- PRIVILEGED COMMUNICATION  
**Date:** Wednesday, July 13, 2011 2:20:00 PM  
**Attachments:** [MSC - Work Plan - 7-13-11 \(v. 11-0522\).pdf](#)

---

Kevin,

Please find attached Safe Environmental's final Work Plan prepared by Precision Environmental. Per your authorization, perimeter and air sampling/clearance information will be provided no later than July 15. If you have any questions or concerns, please do not hesitate to contact me.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax

CERCLA 106(b) 12-01

# EXHIBIT 64

{00512372; 1; -}

**From:** [Patrick Thomas](#)  
**To:** ["Kevin Chow"](#)  
**Cc:** ["Stephen Wolfe"](#)  
**Subject:** RE: Nationwide Demo. – JLLP #929-8 -- PRIVILEGED COMMUNICATION  
**Date:** Thursday, July 14, 2011 3:24:00 PM  
**Attachments:** [MSC - PERMIT - \[REDACTED\] - \[REDACTED\] \(07-13-2011\).PDF](#)

---

Kevin,

Please find attached Safe Environmental's Asbestos Air Sampling Monitoring Plan. I have been told that the Plan will also be forwarded to me on official letter head; as I know you will be out of the office tomorrow, I wanted to get this to you. If you have any questions or concerns, please do not hesitate to contact me.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax

---

**From:** Patrick Thomas  
**Sent:** Wednesday, July 13, 2011 2:21 PM  
**To:** Kevin Chow  
**Cc:** 'Stephen Wolfe'  
**Subject:** Nationwide Demo. – JLLP #929-8 -- PRIVILEGED COMMUNICATION

Kevin,

Please find attached Safe Environmental's final Work Plan prepared by Precision Environmental. Per your authorization, perimeter and air sampling/clearance information will be provided no later than July 15. If you have any questions or concerns, please do not hesitate to contact me.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax

**From:** [Patrick Thomas](#)  
**To:** ["Kevin Chow"](#)  
**Cc:** ["Stephen Wolfe"](#)  
**Subject:** RE: Nationwide Demo. – JLLP #929-8 -- PRIVILEGED COMMUNICATION  
**Date:** Friday, July 15, 2011 9:10:00 AM  
**Attachments:** [MSC - FINAL PL - \[REDACTED\] \(00478902\).PDF](#)

---

Kevin,

Please find Air Sampling Monitoring Plan on official letterhead as promised. I believe this completes our submission requirements.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax

---

**From:** Patrick Thomas  
**Sent:** Thursday, July 14, 2011 3:25 PM  
**To:** 'Kevin Chow'  
**Cc:** 'Stephen Wolfe'  
**Subject:** RE: Nationwide Demo. – JLLP #929-8 -- PRIVILEGED COMMUNICATION

Kevin,

Please find attached Safe Environmental's Asbestos Air Sampling Monitoring Plan. I have been told that the Plan will also be forwarded to me on official letter head; as I know you will be out of the office tomorrow, I wanted to get this to you. If you have any questions or concerns, please do not hesitate to contact me.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax

---

**From:** Patrick Thomas  
**Sent:** Wednesday, July 13, 2011 2:21 PM  
**To:** Kevin Chow  
**Cc:** 'Stephen Wolfe'

**Subject:** Nationwide Demo. – JLLP #929-8 -- PRIVILEGED COMMUNICATION

Kevin,

Please find attached Safe Environmental's final Work Plan prepared by Precision Environmental. Per your authorization, perimeter and air sampling/clearance information will be provided no later than July 15. If you have any questions or concerns, please do not hesitate to contact me.

Regards,

Patrick J. Thomas  
Janik L.L.P.  
9200 South Hills Blvd.  
Cleveland, OH 44147  
440.740.3036 Direct  
440.838.7600 Firm  
440.838.7601 Fax

CERCLA 106(b) 12-01

# EXHIBIT 65

{00512372; 1; -}



**CLEVELAND TRENCH**

**ASBESTOS ABATEMENT**  
**&**  
**HAZARDOUS/REGULATED CLEANUP**

**EUCLID, OHIO**

**HEALTH & SAFETY SUBMITTALS**

Submitted June 30, 2011  
Revised July 26, 2011

# **HEALTH & SAFETY PLAN**

## **Table of contents**

<b>Site Specific Work Plan and Health and Safety Plan</b>	<b>Section 1</b>
<b>Emergency Plan and Phone List</b>	<b>Section 2</b>
<b>Transportation and Disposal</b>	<b>Section 3</b>
<b>Supervisor Qualifications</b>	<b>Section 4</b>
<b>Worker Qualifications</b>	<b>Section 5</b>
<b>Respiratory Protection Program</b>	<b>Section 6</b>
<b>Asbestos Abatement Program</b>	<b>Section 7</b>
<b>License, Worker's Compensation, Insurance</b>	<b>Section 8</b>
<b>Product Data and Material Safety Data Sheets</b>	<b>Section 9</b>
<b>Project Notifications</b>	<b>Section 10</b>
<b>Clearance Sampling Plan</b>	<b>Section 11</b>

## **Section 1**

### **Site Specific Work Plan**

**Site Specific Work Plan and Health and Safety Plan**

**Asbestos Abatement and Hazardous/Regulated Waste Cleanup**

**Cleveland Trencher  
Euclid, OH**

**Scope of Work (Asbestos)** The project involves removal and disposal of asbestos-containing pipe insulation, hanging roof materials, debris piles, and decontamination of interior building structures, and exterior concrete slabs, located throughout the project site.

**Worker Training, Personnel Protection & Safety** All personnel working on this project will be as certified as an asbestos worker (including equipment operator) and/or an asbestos supervisors by the Ohio Department of Health and will have received the mandatory associated EPA training for each classification. Each worker shall also have 40-hour Hazardous Waste Operations Training (HAZWOPER). Each worker and supervisor is current in the required medical surveillance program. Each individual employee will be fit tested to ensure a proper fit of his or her respirator. Records of training, medical surveillance, and fit testing shall be kept on site and made available for inspection throughout the project.

All Precision Environmental personnel will be issued hard hats, work boots, and safety glasses to be worn at all times during the project. All personnel shall wear Tyvek suits, and, depending on the initial exposure assessments, half-mask respirators equipped with HEPA filters. All employees shall dispose of coveralls in dirty room, and shower and clean respirator prior to exiting the work area.

Ground Fault Circuit Interrupters (GFCI's) will be used according to 29 CFR 1926.404(b)(1)(ii).

In accordance with OSHA 29 CFR 1926.59, Hazard Communication, Precision Environmental Co. shall have on site a list of Hazardous chemicals to be used on site, a corresponding MSDS (Material Safety Data Sheet) for each chemical, and a copy of Precision Environmental's Written Hazard Communication Program.

**Permits & Notifications** Copies of all permits and notifications shall be forwarded to the owner's representative prior to commencing work.

**Air Monitoring** Precision shall collect all required OSHA personal air samples on 25% of the work force during asbestos abatement operations. A complete record of all personal air monitoring and results will be furnished to the owner's representative. Written reports of all air monitoring tests shall be posted at the job site or a central location on a regular basis.

***\*\*Note Perimeter air sampling plan by RCS Environmental attached in separate document***

**Asbestos Work Area Preparation & Removal Procedures** All work area preparation and removal procedures described herein shall be supervised by a Competent Person. HEPA vacuums shall be utilized for all work procedures to collect small particles/debris resulting from asbestos removal and/or decontamination operations. Prior to commencing all asbestos removal work, Precision Environmental Co. shall post asbestos warning signs and danger tape as required by OSHA's Asbestos Standard for the Construction Industry, 29 CFR 1926.1101.

*All asbestos-containing pipe insulation, to be removed per the specification's scope shall be removed using wet methods, and glovebag or wrap and cut methods. Pipe insulation shall be accessed with either aerial boom lifts or scissors lifts using appropriate personal fall protection.*

*All asbestos-containing debris piles, hanging roof materials, and building decontamination to be removed per the specification's scope shall be removed using wet methods. Debris piles including one inch of soil underneath (where debris is on soil) shall be removed with skid steer loaders. Non-porous surfaces i.e. concrete slab shall be washed and left on site. Hanging roof material shall be accessed with either aerial boom lifts or scissors lifts using appropriate personal fall protection. **All concrete slab surfaces shall be cleaned, washed, and cleared to no visible remaining gross debris.***

***\*\*Note - North end office building shall have all windows and doors sealed with polyethylene sheeting from the inside and the entrance boarded up.***

***Disposal*** - All asbestos containing waste materials shall be double bagged in 6-mil asbestos bags, or double wrapped in 6-mil poly sheeting, or placed in double lined dumpsters, shall bear asbestos labeling, generator information and shall be transported by and to an EPA approved asbestos landfill. Waste shipment records shall be maintained and copies shall be submitted upon removal of asbestos waste from the project site, and after arrival at the landfill. All DOT regulations shall be strictly adhered to.

**Hazardous/Regulated Waste Removal** Based on previous analytical and project site knowledge there are numerous containerized and drummed paints, coatings, oils, cleaners. The site is overgrown with vegetation and has potential chemical contact and inhalation hazards. PPE will include hard-hat, work boots, chemical resistant gloves, tychem suits, and safety glasses. Should drums need to be opened personnel shall wear half face or full face air-purifying respirators with combination chemical cartridges.

***Characterization*** Previous Analytical, Field observations and subsequent verification will be used to characterize and classify listed containers and complete appropriate TSD facility profiles. Information used for characterization includes generator knowledge, obvious odors, obvious labels, visual inspection of color and texture, pH, MSDS sheets, and previous analysis. Additional analysis (as necessary) to complete a full characterization will be completed prior to the commencement of work. Completed profiles will be presented to the owner for review and signature. Signed profiles will be submitted to TSD's for disposal approvals.

***Containerized Materials*** A number of containers (including 2 or 3 small above ground storage tanks) have been identified for removal. These containers were found to contain oil, oily water, grease, non-hazardous solid grease, sodium hydroxide, paint/thinners (pumpable), and paint/thinners (solid). Some of this material will be considered hazardous waste under RCRA, based on its characteristics and/or composition.

Each container will be evaluated for structural integrity. If any container is not in DOT shippable condition, the container will be repaired (replace lid, ring, bung/s), consolidated, over packed or repackaged.

All containers will be collected in a staging area in preparation for transportation off-site. The facility shall also be walked to verify that any containers previously unidentified or overlooked are collected. Similar materials, especially oils, may be bulked together into the same drum to facilitate shipping. Empty containers from this process will be labeled in preparation for shipment to a drum or metal scrap recycler.

***Electrical Transformers*** Several pole-mounted electrical transformers have been identified on-site. These transformers have been identified as non- TSCA. These will be sent to a transformer recycler for appropriate handling. The recycler will verify the PCB levels prior to processing the transformers.

***Decontamination and Disposal*** Any hand tools and non-disposable PPE that may come in direct contact with hazardous waste will be washed, if necessary in the *Contamination Reduction Zone*, with a mild detergent and water then rinsed with clean water. All wash/rinse waters along with any clothes, brushes, and/or paper produces used for cleaning/drying will be collected in appropriate containers for disposal. All used disposable PPE will be collected and discarded into appropriate containers.

Each container will be properly labeled/marked as required and appropriate shipping papers, manifest, and LDR's will be prepared for each container. Containers will be loaded into licensed transportation vehicles and transported to TSD's for final disposal.

At the completion of the project, the client/representative shall receive copies of all relevant paperwork related to transportation and disposal.. Client will have the option to inspect the site and approve prior to contractor's demobilization.

#### **Decontamination Zones/Center**

The objective of decontamination procedures is to minimize the risk of exposure to hazard substances by limiting the spread of contamination from the work area. Decontamination will be accomplished in accordance with 29 CFR 1910.120 and 29 CFR 1926.1101. The work area will be divided into 3 controlled zones. The zones will be known as the Exclusion Zone (contaminated zone), Contamination Reduction Zone or CRZ (decontamination zone), and the Support Zone (clean zone).

##### ***Exclusion (Hot) Zone (active work areas)***

The exclusion zone is the work area where actual abatement operations are taking place. The perimeter of the exclusion zone shall be demarcated. Access restricted to only those personnel who have received certified training and are wearing the proper level of protection. Entry and exit in the exclusion zone must be made through the CRZ.

##### ***Contamination Reduction (Warm) Zone (decon trailer north end inside fence)***

The purpose of the Contamination Reduction Zone (CRZ) is to limit the spread of contaminated material from the exclusion zone to the support zone. All equipment and PPE will be decontaminated in this area prior to entry into the support zone. This is effectively accomplished by the decontamination shower.

In compliance with 29 CFR 1926.1101 a three chambered personnel decontamination center shall be constructed at the entrance/exit of the work areas or a decon trailer provided. The personnel decontamination center shall consist of a clean room, shower and equipment room of sufficient size to accommodate the work crew as well as load-out activities.

### ***Support (Cold) Zone (north end outside fence)***

The support zone is the clean area outside the exclusion zone and the CRZ. No materials, tools, PPE, or personnel are permitted to enter this area without first passing through the CRZ.

### ***Equipment Decontamination***

Skid steer loaders, asbestos dumpsters, and other equipment that cannot be decontaminated through the personnel decontamination center shall be decontaminated prior to exiting or being removed from the work zones. This shall be done by rinsing the equipment over bermed polyethylene sheeting. All rinse water shall be collected and filtered prior to disposal.

### **Utilities**

Upon mobilization to the project site, Precision shall establish necessary utilities needed for performance of the work. Water shall be obtained from adjacent hydrant(s) or utilization of water tanks. All necessary electrical service shall be obtained utilizing portable generators.

### **Fall Protection**

Workers shall be properly trained in fall hazard recognition and in the use of all equipment that exposes an employee to a fall from height. Employees shall be trained in the use and inspection of personal fall protection. All workers will use personal fall protection in accordance with OSHA requirements when accessing unprotected surfaces. All employees shall be monitored for compliance by the competent person.

### **Housekeeping (work area safety)**

During the course of this project form and scrap lumber with protruding nails, and all other debris and rubble, shall be kept cleared from work areas, passageways, and stairs, in and around buildings or other structures. Employees shall be advised to the hazards of wet walking surfaces when performing gross asbestos and debris removal.

### **Poison Ivy-Related Plants**

Poison ivy, poison oak and poison sumac have poisonous sap (urushiol) in their roots, stems, leaves and fruits. The urushiol may be deposited on the skin by direct contact with the plant or by contact with contaminated objects, such as clothing, shoes, tools, and animals. Employees shall be advised to wear long-sleeved shirts and long pants, tucked into boots and wear cloth or leather gloves.

### **Insects and animals**

Workers shall be protected from biting and stinging insects, by wearing long pants, socks, and long-sleeved shirts. Insect repellents that contain DEET shall be available to employees.

Employees shall be instructed to avoid dead and live animals as they can spread diseases such as Rat Bite Fever and Rabies. Employees shall be instructed to wash hands regularly, and to get medical attention immediately if bitten/scratched.

## **Heat Stress**

Heat stress can be a serious health hazard for employees required to work while exposed to the sun or other heat sources. Supervisors and foremen should look continuously for symptoms and signs of heat stress-related disorders in employees.

### **Symptoms and Signs of Heat Stress**

<u>Disorder</u>	<u>Symptoms</u>	<u>Signs</u>
<b>Heat Exhaustion</b>	Weakness Fatigue Blurred vision Dizziness Headache	High pulse rate Extreme sweating Pale face Insecure gait Normal to slightly elevated temperature
<b>Heatstroke</b>	Chills Restlessness Irritability	Red face Hot dry skin (usual) Disorientation High temperature ( <sup>3</sup> 104F) Erratic behavior Shivering Collapse Convulsions Unconsciousness

### **Precision shall provide trained persons to render first aid as follows:**

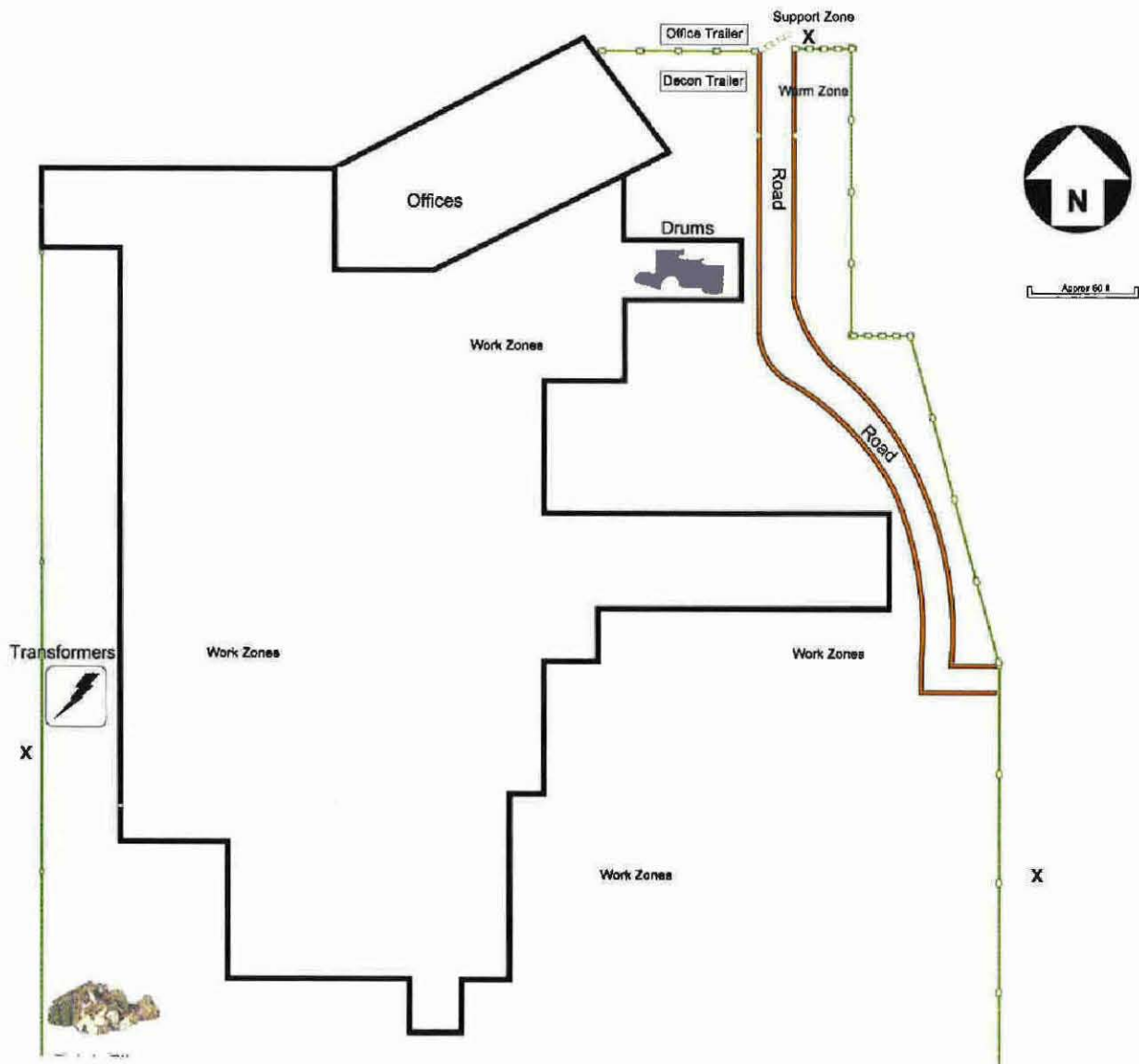
1. To give first aid for heat exhaustion, lay the person down flat in a cool environment, loosen his or her clothing, and give him or her plenty of water to drink.
2. To give first aid for heat stroke, immediately start aggressive cooling of the person and get him or her to a hospital.

### **Precision shall protect employees from heat stress by:**

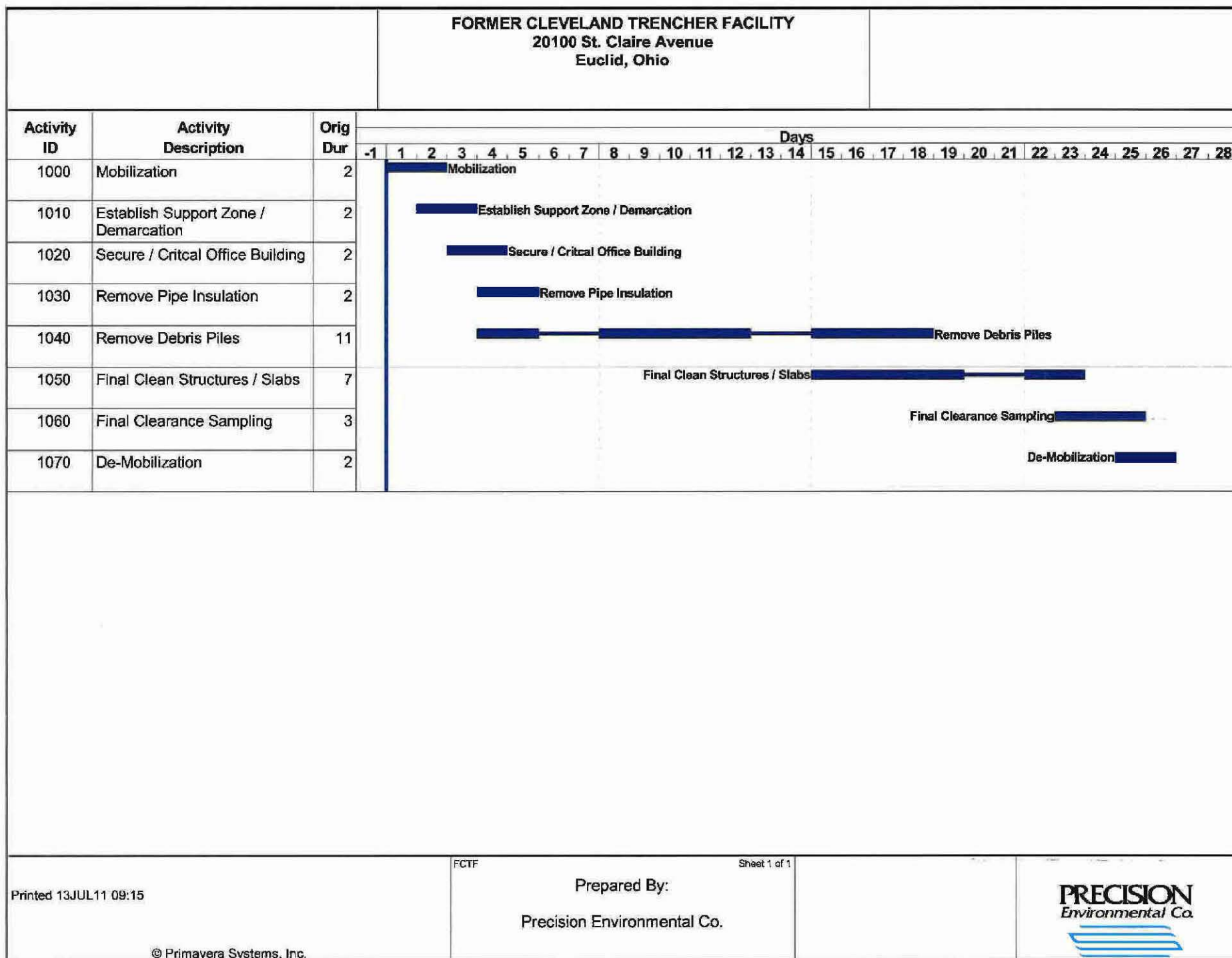
1. Providing cool, potable water
2. Providing frequent cool-down breaks
3. Timing the heaviest work load for during the coolest part of the workday
4. Encouraging workers to drink water and to cool down
5. Looking for signs and symptoms of heat stress
6. Providing training on heat stress including prevention, recognition, and first aid



Cleveland Trencher  
20100 St. Clair  
Euclid, Ohio







## **Section 2**

### **Emergency Plan and Phone List**



**Precision Environmental Company**  
**Emergency Response Procedures**  
**Cleveland Trencher**  
**Euclid, Ohio**

**Purpose**

Dealing effectively with any type of emergency situation requires prompt notification, coordinated mobilization, quick implementation of specific duties and assignments, and the optimum use of job site and community emergency response resources. During the course of asbestos abatement and cleanup at Cleveland Trencher, there may also arise situations or emergencies, which may require modification or breach of the work area.

**I. Fire**

- A. The Euclid Fire Department must be notified immediately in the event of a fire by dialing **911**. This policy holds true regardless of the size of the fire or the ease with which it may be extinguished. A second call to the fire department telling them the fire has been extinguished is far better than notification after the fire is out of control.
- B. Emergency exits shall be established and clearly marked with duct tape, arrows or other effective designations to permit easy location from anywhere within work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These exits may be the worker decontamination enclosure, the waste pass-out airlock and/or other alternative exits satisfactory to fire official.
- C. Steps to take in a fire emergency:
  - 1. Any person discovering a fire should quickly and carefully remove anyone who is injured or in immediate danger. This person must be careful not to risk injury to himself, since his health and safety is more important than reporting the fire.
  - 2. The nearest telephone or radio should be used to report the fire. The individual reporting the fire shall provide the following information: that there is a fire; what is on fire; the specific location of the fire; and the name, telephone number and location of the person reporting the fire.

3. Extinguishment of the fire should be attempted only if there is portable fire fighting equipment available and the fire is in its incipient, that is, initial or beginning state and can be safely controlled or extinguished with this equipment. If the size of the fire presents an immediate danger to life or health, evacuation, not fire fighting, should be the primary objective.
4. Fire extinguishers will be located at designated areas on the job site. In the event of a fire, emergency exits shall be used or breached.
5. Evacuation: When evacuation is deemed necessary, there should be no hesitation in requiring personnel to immediately vacate the area. ***Emergency exits and other means of egress from each area shall be noted prior to the start of the job and communicated to all employees.*** An assembly area shall be designated and all personnel required to report there immediately for a roll call to assure that all are present and accounted for. Once out of the building, no one will be allowed to re-enter until the emergency is declared over.

## **II. Employee Injury**

- A. Should an incident occur which results in an injury to an employee, an immediate assessment of the severity should be made.
- B. No attempts at rescue or first aid should be made until the scene has been surveyed and it is determined that it is safe to enter the area. Particular attention should be given to the possibility of electrical shock, asphyxiating or oxygen deficient atmospheres, overhead hazards, and fall hazards.
- C. Designated first aid personnel shall be summoned to the scene. If it is necessary to call an ambulance the person placing the call should be prepared to provide such information as: the location of the accident, type of accident (fall from elevation, heart attack, etc.), the condition of the injured, and where to enter site.
- D. An individual shall be directed to meet the ambulance at a previously designated location.
- E. The area shall be kept clear of all-unnecessary personnel and equipment that could hinder the emergency response effort.
- F. The site entrance shall be secured to prevent any unauthorized entrance by those not directly involved in the emergency response effort.

- G. In case of an injury requiring emergency treatment, the treatment shall not be delayed for decontamination purposes. Breach of containment at emergency exits shall be done if necessary. Emergency personnel will be advised of containment conditions.

### **III. Emergency Phone Numbers**

Emergency phone numbers shall be posted at a pre-determined location. Numbers will also be posted at the Precision Field Office.

### **IV. Power Failure**

In the event of a power failure, all work shall be halted, workers shall exit containments and containments shall be sealed until such time that power can be restored.

**Cleveland Trencher**  
**Euclid, Ohio**  
**Emergency Phone Numbers**

<u>Emergency Assistance</u>	<u>Phone #</u>
FIRE & EMS:	911
POLICE	911
HOSPITALS: <b>Concentra Medical Center</b> 5500 S. Marginal Road Cleveland, Ohio 44103	(216) 426-9020

(When calling Emergency Services, advise dispatcher if employee was working in containment)

**Precision Environmental Contacts - 5500 Old Brecksville Road, Independence, Ohio (216) 642-6040**

	<u>Mobile</u>	<u>Other</u>
Kenny Yates – Supervisor and First Aid/CPR	(216) 2142562	
Emory Wolf - Superintendent	(216) 214-2474	
Marc Garland – Safety Director	(216) 214-5173	(440) 209-0194
John Savage - Vice President	(216) 214-0401	

**Additional Emergency Phone Numbers:**

Chemtrec		(800) 424-9300
TSCA Hotline		(800) 424-9065
		(202) 544-1404
ATSDR	Day	(404) 329-2888
	Night.	(404) 566-7777
ATF (Explosives)		(800) 424-9555
National Response Center		(800) 424-8802
Pesticide Information Service		(800) 845-7633
EPA Region 5		(312) 353-2000
RCRA Hotline		(800) 424-9346
CMA Chemical Referral Center		(800) 262-8200
National Poison Control		(800) 942-5969
U. S. DOT	Days Only	(202) 366-0656





Directions to 5500 S Marginal Rd, Cleveland,  
OH 44103  
7.3 mi – about 11 mins



### **Section 3**

#### **Transportation and Disposal**

2011



2011

## Construction and Demolition Debris Facility License

License Expires December 31, 2011

**Facility:** Minerva Enterprises (CID:54288)  
9000 Minerva Rd  
Waynesburg, OH 44688

This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the consent of the Board of Health or the Director of the Ohio Environmental Protection Agency.

**Licensing Authority: Stark Co - CDDL**

### Conditions of Licensure

The Licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3714., 3734., 6111., and 3704.
2. All applicable requirements of Ohio Administrative Code Chapters 3745-37 and 3745-400.
3. Plans, other authorizing documents and administrative and judicial orders applicable to this facility and as approved by the Ohio Environmental Protection Agency and/or the licensing authority.
4. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health District, or an authorized representative, to enter upon the licensee's premises at any reasonable time during the construction and/or operation of the facility for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall not be deemed to be unreasonable or unlawful under Ohio Revised Code Sec. 3714.08.

The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the construction and demolition debris facility to which the license pertains in a sanitary manner so as not to create a nuisance, create a fire hazard, cause or contribute to water pollution, or create a health hazard. This license shall not be construed to constitute a defense to any civil or criminal action brought by the State of Ohio or any duly authorized representative thereof to enforce the provisions of Chapters 3714., 3734., 3767., 6111., or 3704. of the Ohio Revised Code, or the regulations issued thereunder.

Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations and ordinances.

☒ If Checked, Additional Conditions Apply to This License (See Back, or Attachment)

Health Commissioner

December 29, 2010  
Date Issued



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)  
01/11/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>The Fedeli Group</b> P.O. Box 318003 5005 Rockside Road Independence, OH 44131-8003 <b>Rob Snyder, CPCU</b>	216-328-8080 216-328-8081	CONTACT NAME: <b>Pat Cowan</b> PHONE (A/C, Ho, Ext): <b>216-643-2749</b> E-MAIL: <b>pcowan@thefedeligroup.com</b> ADDRESS: PRODUCER CUSTOMER ID #: <b>MINER-3</b>	FAX (A/C, No): <b>216-328-8081</b>
INSURED <b>Minerva Enterprises, LLC</b> 9000 Minerva Road Waynesburg, OH 44688	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Zurich American Insurance Co.</b>		<b>16535</b>
	INSURER B: <b>Steadfast Insurance Company</b>		<b>26387</b>
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBN INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Includes <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GLO903222004	01/10/11	01/10/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP903222104	01/10/11	01/10/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		SEO903222204	01/10/11	01/10/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	GLO903222004 OHIO STOP GAP LIABILITY	01/10/11	01/10/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Legal Pollution Liability		PLC903322704 INCL ASBESTOS/LEAD OPS	01/10/11	01/10/12	Limit: 6,000,000 Ded: 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

PREC-12

Precision Environmental Co  
Attn: Jill Keppler  
5500 Old Brecksville Road  
Independence, OH 44131

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Pat Cowan*

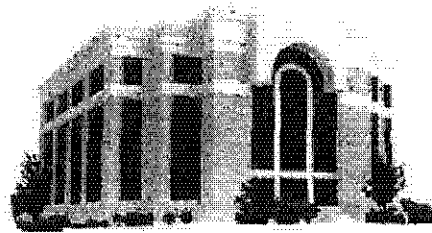
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ACORD 25 (2009/09)

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EAB CERCLA 106(b) 12-01 000842

*Health Commissioner:*  
William J. Franks, M.P.H.  
*Medical Director:*  
Grant A. Mason, Jr., M.D.  
*President-Board of Health:*  
James Recchio, Jr.



## STARK COUNTY HEALTH DEPARTMENT

*Board Members:*  
Lori Mertes, M.D.  
Cary Feller  
Philip Francis  
Karen Hiltbrand  
Connie Holmes  
Daphne Potteman  
Terrence Seeberger

# RESOLUTION #9-2010

### A RESOLUTION TO ADD REQUIREMENTS OR AGENDA TO THE CONSTRUCTION AND DEMOLITION DEBRIS FACILITY LICENSES OF NAMED FACILITIES FOR THE 2011 LICENSING YEAR.

WHEREAS, 3745-37-03(D) of the Ohio Administrative Code provides that, "The licensing authority of a construction and demolition debris facility may impose such special terms and conditions as are appropriate or necessary to ensure that the facility will comply with Chapter 3714, of the Revised Code and Chapter 3745-400 of the Administrative Code, and to protect public health and safety and the environment."

WHEREAS, 3714.06 of the Ohio Revised Code provides that, "Any such license may be issued with such terms and conditions as the board or the director, as appropriate, finds necessary to ensure that the facility will comply with this chapter and the rules adopted under it and to protect the public health and safety and the environment."

WHEREAS, facility license reviews that were conducted by the Environmental Division of the Stark County Health Department during November, 2010 indicated that the following conditions and terms are necessary to insure compliance and/or to protect public health and safety and the environment for each facility as specified.

BE IT THEREFORE RESOLVED THAT, the Stark County Board of Health attaches these terms and conditions to the Construction and Demolition Debris Facility Licenses as:

#### Minerva Enterprises LLC

##### 1. Surface Water Analysis

Analyze all sedimentation ponds for those constituents listed below every 6 months (2 times a year) and submit the results to the Stark County Health Department.

pH	Specific Conductance	Turbidity
Temperature	Total Dissolved Solids (TDS)	Nitrate-Nitrite
Phosphorous, Total	Biological Oxygen Demand	Nitrogen as Ammonia
Chlorides	Chemical Oxygen Demand	Sulfates
Total Organic Carbon	Depth/Pond Level	Flow Rate

Metals (Arsenic, Barium, Cadmium, Calcium, Chromium, Copper, Iron, Lead, Magnesium, Manganese, Mercury, Nickel, Potassium, Selenium, Silver, Sodium, Zinc)

3951 Convenience Circle, N.W. • Canton, Ohio 44718-2660 • (330) 493-9904 • Fax (330) 493-9920  
[www.starkhealth.org](http://www.starkhealth.org)

This agency is an equal provider of services and an equal opportunity employer - Civil Rights Act of 1964

## 2. Topographical Map

By September 30, 2011, Minerva Enterprises LLC., shall submit a current topographical drawing showing the approved limits of waste placement with a contour interval no greater than two feet.

### Stark C&D Landfill

#### 1. Surface Water Analysis

Analyze all sedimentation ponds for those constituents listed below every 6 months (2 times a year) and submit the results to the Stark County Health Department.

pH	Specific Conductance	Turbidity
Temperature	Total Dissolved Solids (TDS)	Nitrate-Nitrite
Phosphorous, Total	Biological Oxygen Demand	Nitrogen as Ammonia
Chlorides	Chemical Oxygen Demand	Sulfates
Total Organic Carbon	Depth/Pond Level	Flow Rate

Metals (Arsenic, Barium, Cadmium, Calcium, Chromium, Copper, Iron, Lead, Magnesium, Manganese, Mercury, Nickel, Potassium, Selenium, Silver, Sodium, Zinc)

#### 2. Topographical Map


By September 30, 2011, Stark C&D Landfill, shall submit a current topographical drawing showing the approved limits of waste placement with a contour interval no greater than two feet.

**BE IT FURTHER RESOLVED**, that the Board of Health, of the Stark County Combined General Health District, adopts this measure to be effective on and after Wednesday, December 8, 2010.

**ADOPTED: December 8, 2010**

**By a majority of the members  
of the Board of Health of the  
Stark County Combined General  
Health District**

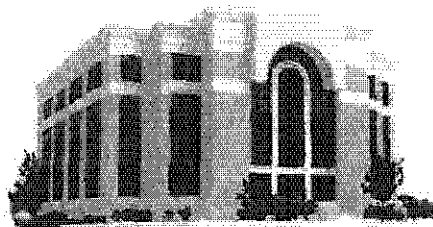
**STARK COUNTY COMBINED  
BOARD OF HEALTH**

  
\_\_\_\_\_  
VICE PRESIDENT

  
\_\_\_\_\_  
SECRETARY



*Health Commissioner:*  
William J. Franks, M.P.H.  
*Medical Director:*  
Maureen Ahmann, D.O.  
*President-Board of Health:*  
James Recchio, Jr.



## STARK COUNTY HEALTH DEPARTMENT

*Board Members:*  
P.S. Murthy, M.D.  
Cary Feller  
Philip Francis  
Karen Hiltbrand  
Connie Holmes  
Daphne Fetterman  
Terrence Seeberger

December 29, 2010

Steve Chandler  
Minerva Enterprises, LLC  
P.O. Box 709  
Waynesburg, OH 44688

Dear Mr. Chandler:

On September 30, 2010, this office received an application for a 2011 Construction and Demolition Debris Facility License. Upon review, the application is complete. Therefore, your 2011 Construction and Demolition Debris Facility License is granted. This license is effective for the current approved active licensed disposal area only. The license is subject to special terms and conditions as stated in the enclosed copy of Stark County Board of Health Resolution #9-2010.

A motion to attach these special terms and conditions was passed by a majority of the members of the Board of Health of the Stark County Combined General Health District, and are effective on and after December 8, 2010. These special terms and conditions are hereby attached as provided by 3745-37-03(D) of the Ohio Administrative Code and 3714.06 of the Ohio Revised Code.

This action is final and may be appealed to the Environmental Board of Review pursuant to sections 3714.10 of the Ohio Revised Code. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations, and ordinances.

Feel free to contact Kirk Norris at (330) 493-9904, ext. 214 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "William J. Franks".

William Franks, MPH  
Health Commissioner

W/ enclosure

3951 Convenience Circle, N.W. ● Canton, Ohio 44718-2660 ● (330) 493-9904 ● Fax (330) 493-9920  
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**The following Contains Minerva Enterprises, LLC's (Minerva) Asbestos Disposal Permit as part of Minerva's Air Permits Group.**

**For Asbestos Disposal Permit Verification Purposes Only, the Primary 3 Pages of The Asbestos Permit are attached below. [Pages 17,18 & 19 of the 25 page permit]**

**Should you desire Minerva Enterprises, LLC's entire Air Permits Including Asbestos Please email me at: [stevehandler40@aol.com](mailto:stevehandler40@aol.com).**

**Minerva's Asbestos Permit is referred to as F001-Asbestos Disposal**



**State of Ohio Environmental Protection Agency  
Division of Air Pollution Control**

**FINAL**

**Air Pollution Permit-to-Install and Operate  
for  
Minerva Enterprises, LLC**

Facility ID: 1576001700  
Permit Number: P0104984  
Permit Type: OAC Chapter 3745-31 Modification  
Issued: 1/5/2010  
Effective: 1/5/2010  
Expiration: 1/5/2020

Minerva Enterprises LLC- Asbestos Permit Copy Summary Pages

Page 1 of 5



***Taken From Page 19 of 25 Below Outlines Minerva's:***

**Asbestos Material Acceptance Permit Description**

- f. The facility can accept for disposal any regulated asbestos-containing material as defined in the National Emission Standards for Hazardous Air Pollutants (NESHAP) for Asbestos, 40 CFR Part 61, Subpart M, Section 141 and OAC rule 3745-20, or any subsequent revisions to either rule. Regulated asbestos-containing material is defined to include:
  - i. friable asbestos material;
  - ii. Category I nonfriable asbestos-containing material that has become friable;
  - iii. Category I nonfriable asbestos-containing material that will be or has been subjected to sanding, grinding, cutting, or abrading; or
  - iv. Category II nonfriable asbestos-containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

**Exact Copy of Page 17 of 25 Below Outlines Minerva's: Annual Permit Limit  
& Begins Asbestos Specific F003 Asbestos Disposal**

**Permit**



State of Ohio Environmental Protection Agency  
Division of Air Pollution Control

Final Permit-to-Install and Operate  
Permit Number: P0104984  
Facility ID: 1576001700  
Effective Date: 1/5/2010

**3. F003, Asbestos Disposal**

**Operations, Property and/or Equipment Description:**

Construction and Demolition Waste Landfill Approved to Accept NESHAP-regulated Asbestos-containing Waste Materials

- a) This permit document constitutes a permit to install issued in accordance with ORC 3704.03(F) and a permit to operate issued in accordance with ORC 3704.03(G).

- (1) For the purpose of a permit to install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

- (2) For the purpose of a permit to operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

- b) Applicable Emissions Limitations and/or Control Requirements

- (1) The specific operations(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	40 CFR 61.154(a) and (e) and OAC rule 3745-20-06  This PTIO supercedes PTI 15- 1292 Modification NESHAP 40 FCR Part 61, Subpart M	Permittee shall not create any visible emissions
b.	The permittee has agreed to limit the volume of material accepted.	A maximum of 1,000,000 tons per year of C & D material containing RACM may be accepted.



State of Ohio Environmental Protection Agency  
Division of Air Pollution Control

Final Permit-to-Install and Operate  
Permit Number: P0104984  
Facility ID: 1578001700  
Effective Date: 1/5/2010

**(2) Additional Terms and Conditions**

- a. The landfill, approved to accept asbestos-containing waste materials shall maintain the following work practice standards.
  - b. There shall be no visible emissions from asbestos-containing waste materials during on-site transportation, transfer, unloading, deposition, compacting operations, or from any inactive asbestos waste disposal sites.
  - c. Deposition and burial operations shall be conducted in a careful manner that prevents asbestos-containing waste materials from being broken up or dispersed before the materials are buried.
  - d. The permittee shall inspect each load of asbestos-containing material delivered to the facility. The inspection shall consist of a visual examination to ensure that each shipment of asbestos-containing waste materials is received in intact, leak-tight containers labeled with appropriate hazard warning labels, the name of the waste generator, and the location of waste generation. The inspection also shall determine whether the waste shipment records accompany the consignment and accurately describe the waste material and quantity.
    - i. If on the basis of the inspection, the waste material is found to be improperly received, the load shall be disposed of in accordance with the procedures in the "Asbestos Spill Contingency Plan," and the discrepancy shall be noted on the waste shipment record.
- [40 CFR 61.154(a) and (e)] and [OAC rule 3745-20-06]
- e. The permittee shall develop, implement, and maintain an "Asbestos Disposal Operating Procedure and Spill Contingency Plan" consisting of:
    - i. authorized personnel training;
    - ii. inspection and disposal operating procedures;
    - iii. non-conforming load response procedures;
    - iv. inventory and maintenance procedures for safety and emissions control equipment;
    - v. record keeping procedures; and
    - vi. emergency notification procedures.

Authorized personnel shall be knowledgeable in the procedures, and the Plan shall be available for inspection at this facility at all times. Emissions control equipment shall be available for wetting and containing asbestos in

Page 18 of 25