Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our file #ENV/011/2013]

On March 11, 2013, the Department of Environment and Conservation received your request for access to the following records:

1) This request is being made under the 'Freedom of Information Act.'

2) I am asking for any and all information relating to the 1992-1995 cleanup of P.C.B. contaminated scrap metal and transformers casings, from a scrap yard in Makinsons, Conception Bay, NL. That was transported to the upper Trinity South waste landfill New Harbour, Trinity Bay.

3) Such information should also include starting and completing date also volume of waste transported.

I am pleased to inform you that your request for access to these records has been granted in part. Access to specific text contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

Section 30(1): “The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.”

We have conducted a thorough search for documents matching the description of those you requested, with a focus on documents related to the removal of scrap metal from the Makinsons site. On April 1, 2013, the Departmental ATIPP Coordinator contacted you to discuss your request at which time you expressed a primary interest in the removal of scrap during 1992-1993. Enclosed are documents that concern those activities, as well as the Stage 1 Site Assessment which also describes the same and provides an overview of the work on the site during 1992 and 1993. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

As required by subsection 7(2) of the Act, we have severed information that is excepted from disclosure and have provided you with as much information as possible.
Section 43 of the Act provides that you may ask the Information and Privacy Commissioner to review this partial refusal of access or you may appeal the refusal to the Supreme Court Trial Division. A request to the information and Privacy Commissioner shall be made in writing within 60 days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
34 Pippy Place
P.O. Box 13004, Stn. A
St. John’s, NL A1B 3V8

Telephone: (709) 729-6309
Facsimile: (709) 729-6500

In the event that you choose to appeal to the Trial Division, you must do so within 30 days of the date of this letter. Section 60 of the Act sets out the process to be followed when filing such an appeal.

If you have any further questions, please feel free to contact the ATIPP Coordinator at telephone (709) 729-7393.

Sincerely,

BILL PARROTT
Deputy Minister
Section 30(1)

1992-11-26

Fracflow Consultants Inc.
36 Pearson Street
St. John’s, NF
A0A 3K0

Section 30(1)

Dear [Name]:

RE: Removal of Scrap Material from the Makinsons Salvage Yard to the New Harbour Barrens Waste Disposal Site

The Terms of Reference (TOR) prepared by FracFlow Consultants Inc. and Beak Engineering Limited for the above named project is consistent with the provincial guidelines and regulations that pertain to waste disposal in this province. Therefore, scrap materials removed from the Makinsons site are hereby authorized for disposal at the New Harbour Barrens Waste Disposal Site.

This letter supersedes this Department’s correspondence to you on September 16, 1992 (from Glenn Troke at my request), regarding scrap disposal for this project. The TOR allows for solvent rinsing of electrical equipment and containers of fluids that may have unacceptably high PCB content. Remaining scrap (such as flat metal surfaces; not containers) will also be cleaned in a practical and acceptable manner, considering the levels of PCB, dioxin and furan contamination found on this site, and in a manner consistent with a newly drafted CCME guideline document.

Yours truly,

C. W. Strong,
Director
Environmental Investigations

CC: Avalon Office
CC: [Redacted]
92.12.10

92.12.23

As an update, this is the first actual remedial work under NCSRIP in this province.

Jack
December 8, 1992

Canada-Newfoundland NCSRP Management Committee
c/o Carl W. Strong, Director
Environmental Investigations Division
Department of Environment & Lands
P.O. Box 8700
St. John's, NF A1B 4J6

Dear Mr. Strong:

RE: Removal of Waste Material at Makinsons, NF

Fracflow Consultants Inc. (FFC) and Beak Engineering Limited (BEAK) invited proposals from 4 firms to perform the above referenced work. With the exception of Laidlaw Environmental Services Ltd., which declined the invitation, 3 proposals were received and carefully evaluated. A summary of each proposal is provided below:

1. Servco Environment Inc.
P.O. Box 13501, Stn. "A"
St. John's, NF A1B 4B8

Cost: $27,845.00
Stand-by rate: $500.00 per hour
Personnel: 6 Labourers and 2 Supervisors
Time: 10 days to complete
2. **Titan Waste Management (1990) Ltd.**
   
   84 Clyde Avenue
   Mount Pearl, NF A1N 4S2
   
   Cost:                $34,000.00
   Stand-by rate:       $250.00 per hour
   Personnel:           8 Labourers and 1 Supervisor
   Time:                14 days to complete

3. **Edward Collins Contracting Ltd.**
   
   P.O. Box 51
   Jeresyside, Newfoundland A0B 2G0
   
   Cost:                $93,400.00
   Stand-by rate:       $300.00 per hour
   Personnel:           15 Labourers, 2 Operators, 2 Supervisors
   Time:                2 to 3 Weeks to complete

Servco Environment Inc. (Servco) can complete the required work for the lowest price and in the shortest time period. Moreover, **FFC/BEAK** interviewed Servco and are satisfied that this company understands the scope of work. Although Servco offers the highest standby rate, **FFC/BEAK** believes that by notifying Servco’s on-site supervisor whether or not work can or cannot proceed before departure to the site, standby rates should be applicable on rare occasions only. Therefore, **FFC/BEAK** recommend that the Management Committee approve the award of this contract to Servco.
Carl Strong  
NCSRP Management Committee  

If you have any questions regarding our evaluation please contact [REDACTED] at Fractflow.

Yours truly,

[REDACTED]  
Project Manager

[REDACTED]  
Assistant Project Manager
November 26, 1992

Carl:

Please review the revised terms of reference for scrap removal at Melchior. Note: Appendix B is not included here.
TERMS OF REFERENCE FOR
REMOVAL OF SURFACE SCRAP, MAKINSONS SALVAGE YARD,
MAKINSONS, NEWFOUNDLAND
File # 844.168.1

Issued by:
Fracflow Consultants Inc.
St. John’s, NF
&
Beak Engineering Limited
Brampton, Ontario

On behalf of:
Canada-Newfoundland NCSRP Management Committee

Submission Procedures and Deadline:
Three identical proposal documents are to be submitted to the
MAKINSONS PROJECT MANAGER
c/o Fracflow Consultants Inc.
36 Pearson St., St. John’s, NF A1A 3R1
at 1400 hours on
4 December 1992

26 November 1992
1.0 Background and Site Location

Fracflow Consultants Inc. and Beak Engineering Ltd. (FFC/BEEK) have been contracted by the Newfoundland Department of Environment and Lands to investigate, arrange for and supervise the remediation of the site of a salvage yard in Makinsons, Newfoundland under the National Contaminated Sites Remediation Program (NCSRP).

Salvage operations at Makinsons were conducted through the 1970's and 1980's. Chemicals in the water and soil at the former salvage yard are associated with, but not limited to, the handling of PCB-contaminated transformers and capacitors and the burning of insulation from copper wires. In addition to PCB’s, dioxins, furans and heavy metals are present within the salvage yard.

The salvage yard (the site) is located in the community of Makinsons (see insert, Figure 1), which is approximately 70 km west of the city of St. John’s. The salvage yard lies at the southern edge of this community, which stretches for approximately 4 km along Hodgewater Line (Figure 1).

The purpose of this contract is to remove the surface scrap from the salvage yard and some surrounding areas at Makinsons in an orderly, safe and environmentally conscientious manner.

2.0 Description of Site and Scrap Material

2.1 The salvage yard covers a surface area of about 50 metres x 75 metres (Figure 2). Most of the scrap piles in the salvage yard were removed prior to the start of this project, but a blanket of scrap metal remains in the yard at the present time, consisting of electrical transformer casings, wire, 45 gallon steel drums, engine parts, remains of an old shed and other artifacts as shown on attached photographs (Plates 1-8). It is this material that requires proper removal from the site. All surface scrap material will be removed from the site, except scattered small debris (NOTE: the crane adjacent to the salvage yard will not be removed). Further information on the scrap to be removed from the site and the current site
conditions can be obtained from photographs attached to this document (taken June, 1992) and during the site visit (Section 9.0).

2.2 An off-site disposal area is located approximately 150 metres upgradient (Southwest) of the site (the main salvage yard) and scrap material will also be removed from this area (Plate 7 and 8). The material that requires removal from these locations is all of the surface scrap excluding the large disposal bins and their contents. The same conditions apply to the cleaning and removal of surface scrap from this area as described for the salvage yard (excluding item 3.2 below).

3.0 Procedure for Removing Scrap Material

3.1 Two possible methods for the removal of scrap from the site include:

i) Trucks with a complete box, in good condition, and tarp cover;

ii) Trucks designed to vertically lift and carry a disposal container. The container must be in good condition and have a cover.

To be in good condition the container or box must be free of holes, cracks and have a watertight cover.

3.2 The contractor will supply and lay down a layer of protective geotextile material (mat), measuring approximately 4 metres by 10 metres, from the road into the site such that soil containing PCB’s, dioxins and furans does not sorb onto the truck tires. The contractor will place 100 mm of clean (contaminant free), well-graded gravel over the geotextile material. The contractor’s trucks will be backed on to the gravel covered, barrier material for loading at the site. This geotextile material will remain on-site at the end of this work.

Suitable geotextile material for this work is Solmax T-60. This geotextile can be obtained from Solmax Geosynthetics Inc., Mississauga, ON., (ph. 416-542-3602) or Montreal, QUE (ph. 514-449-1234). Comparable fabrics can be recommended by the contractor.
3.3 The removal of scrap material by the contractor will be conducted as two tasks:

Task I: First, remove all scrap material possible by hand-lifting without the use of heavy equipment (wheelbarrows, or similar light equipment may be used where necessary); and

Task II: Second, use a small metal-tracked backhoe (for example a Kabota) on-site to move large and/or heavy pieces of scrap material.

The contractor must ensure that all scrap material removed from the site is properly cleaned prior to placement in the truck box or disposal bin (Section 4.0).

Task II will commence immediately following Task I.

3.4 The contractor will treat all wood on site as soil. Because of the porous nature of wood it is not possible to adequately clean it for landfill disposal. The wood will be disposed of in containers suitable for PCB waste (Section 6.5 and Appendix A), that will be temporarily stored on-site. Wood may need to be cut on site before placement in containers. If so, a minimum numbers of cuts will be used and the wood will be cut over the PCB waste container such that the saw dust falls into the container.

3.5 The contractor will dispose of any fluids found inside closed containers in clean, sealed containers suitable for PCB waste (Section 6.5 and Appendix A).

3.6 The contractor's truck drivers will receive from the landfill operator written verification that each load was disposed of in the New Harbour Barrens Waste Disposal Site (waste disposal site). The contractor will ensure that all scrap material is backfilled or covered at the Disposal Site by the end of each delivery day. The contractor will be responsible for paying the tipping fee at the waste disposal site.
3.7 An on-site FFC/BEAK representative will be present at all times to provide direct liaison with the contractor’s on-site supervisor and identify any necessary changes in the cleaning procedures. The FFC/BEAK representative will inform the contractor’s on-site supervisor when work can or cannot proceed because of site and weather conditions or health and safety hazards/violations. Work can also be stopped if snow cover hampers operations or during periods of wet weather.

4.0 Cleaning Procedures and Waste Management

The cleaning procedures for the scrap material in Task I and II are:

4.1 The contractor will test the inside of all drums, containers and mineral oil equipment for total PCB content either by a swab test or field screening test that can identify <50 and >50 ppm concentrations of PCB’s. The swabs can be provided and analyzed by the Environmental Protection Service Laboratory, North West Atlantic Fisheries Centre (NOTE: the contractor will not be responsible for the supplies and analytical costs associated with swab tests, but the expected number of analyses must be stated in the proposal). The contractor will ensure that adequate notice is given to the laboratory to expedite the return of the results. The contractor will also be responsible for performing any swab tests at the site, transferring the swabs to the laboratory, receiving and recording the results. Information about the swab tests can be obtained by calling Art Cook (ph. 772-5488) at the Environmental Protection Laboratory.

Examples of field screening tests that can be performed at the site are the Chlor-n-soil\textsuperscript{TM} and Chlor-n-oil\textsuperscript{TM} tests, which are available from Dexcel Corporation. Other suitable field tests to screen for PCB’s may be recommended by the contractor.

4.2 If the concentration of total PCB’s < 50 ppm, the contractor will clean the scrap material by following steps 4.3 through 4.5 and will dispose of the scrap at the designated disposal site.
4.3 If the total PCB concentration of an empty drum, container or any piece of mineral oil equipment is >50 ppm, then:

(i) The contractor will flatten the drums or containers with the backhoe bucket and place them in PCB waste containers to be stored on site;

(ii) The contractor will clean the contaminated mineral oil equipment by the following method:

- First, according to steps 4.3 and 4.4.
- Second, in accordance with the CCME document "Guidelines for the Management of Wastes Containing PCBs". The contractor will wash the containers by triple rinsing with an appropriate solvent. The contractor will fill the container with enough solvent to coat all surfaces of the container when it is tipped or rotated. A solvent volume of 10% of the total container volume has been found to be a useful amount for this rinsing procedure. The contractor will dispose of the solvent as PCB waste in suitable PCB liquid waste containers that will be stored on site. The solvent and the PCB containers will be supplied by the contractor.

- After triple rinsing, the contractor will place the mineral oil equipment on an elevated grid/mesh to dry. The grid/mesh will have a drip pan to collect any remaining solvent.

- Once dry, the contractor will place the mineral oil equipment in the truck box/disposal container for shipment to the waste disposal site.

4.4 For all scrap material, the contractor will place a metal stand on the ground, adjacent to the location of the scrap, lift the scrap from the ground and place it on the stand.

4.5 The contractor will brush the surface dirt off the scrap by hand using a metal brush. If the piece of scrap is not touching the ground and is free from visible soil
particles (and is not a drum, container or a piece of mineral oil equipment) the scrap may be placed directly in the truck box or disposal container.

4.6 The contractor will place the scrap in the truck box or disposal container.

The contractor must consider the following points concerning equipment cleaning procedures and movement on-site:

4.7 Areas of the site that have (or are suspected to have) high concentrations of PCB's, dioxins/furans or trace metals will be flagged-off (by FFC/BEAK) such that personnel and equipment do not move regularly over those areas (Figure 3). In general, the movement of equipment across the site should be kept to a minimum to reduce the amount of chemical transport over the site.

4.8 The contractor will pressure wash equipment prone to exposure by hazardous substances (including backhoe bucket, chains, shovels, wheelbarrow) at the washing station, located at the site, before any equipment can be removed from the site. The wash fluids will be allowed to infiltrate into the ground at the washing station.

4.9 The contractor will pressure wash the truck box, or disposal container at the end of the job such that all surfaces of the inside of the truck box or container are exposed to the direct spray from the nozzle. The pressure washing will be done with a hot water, steam cleaner that will be supplied and operated by the contractor. The wash fluids will be containerized, moved to the washing station and dumped at the ground surface so that the trucks or containers do not have to move across the site.

4.10 The location of the washing station will be designated by FFC/BEAK personnel (Figure 3).

4.11 The contractor will properly label all PCB waste containers stored on site as PCB waste and describe the general contents of each container in an inventory which will be provided to FFC/BEAK.
5.0 Health and Safety Plan

5.1 During the cleaning and removal process, personnel on-site will be required to follow FFC/BEAK's Health and Safety Plan (HASP) for Makinsons. Other regulations with which the contractor and FFC/BEAK must conform in this regard include: "The Storage of PCB Waste Regulations", "The Dangerous Goods Transportation Act", as amended "The Disposal of Waste Material", the CCME "Guidelines for the Management of Wastes Containing Polychlorinated Biphenyls (PCBs)" and "The Canadian Environmental Protection Act". A copy of the Health and Safety Plan is available for viewing at the Department of Environment and Lands, Environmental Investigations Division. The successful contractor will be provided with a copy of the HASP for this project and will be required to completely understand and follow this document.

5.2 The HASP for the Makinsons project requires that personal protective equipment (PPE) be worn by all field personnel when there is a probability of contact with hazardous substances that may affect their health.

For the surface scrap removal work a minimum of Level C PPE, without air-purifying respirators (see section 5.3), will be worn by all field personnel when:

- working inside the fenced enclosure at the salvage yard or at the off-site disposal area identified in Section 2.2;

Level C PPE with air-purifying respirators will be worn by all field personnel when:

- working in close contact with the soils, water or vegetation inside the fenced area of the salvage yard or at the off-site disposal areas (for example: removing soil from scrap, washing scrap or removing partly buried scrap);

5.3 Standard Level C PPE clothing for this project will include a minimum of full-length rain suits, safety goggles, chemically resistant (rubber), gauntlet-length gloves,
hard hat (when heavy equipment is operating) and chemically-resistant (rubber), steel-toed/steel-shanked safety boots. This equipment will minimize direct skin contact with dust, soil and groundwater which may contain toxic or harmful substances. In addition to the level C protection: contact lenses must not be worn on-site as chemical substances may sorb to the lenses and cause eye irritation and/or damage, and facial hair (i.e., beards) is not permitted on personnel working at the site.

The contractor must ensure that all exterior clothing worn on-site is either left on-site or rinsed with clean water before leaving the salvage yard. The contractor must ensure that all cleaning procedures for the PPE are followed as outlined in the HASP.

6.0 Provided by the Contractor

6.1 The contractor will provide and operate all equipment necessary to move the scrap on-site and off-site to the Waste Disposal Site.

6.2 The contractor will supply and operate all equipment necessary to clean the scrap material including the hot water wash steam cleaner.

6.3 The contractor will supply all personnel necessary to operate the equipment and perform the outlined work.

6.4 The contractor will ensure there is enough water and a suitable solvent on-site for scrap cleaning purposes and personal hygiene. The water must not to be supplied by local sources.

6.5 The contractor will provide clean, liquid tight disposal containers in good condition complete with lid for: i) contaminated wood, drums or containers and ii) fluids found in the drums or containers and contaminated solvent. Specifications for the type of drums suitable for both liquid and solid PCB waste are found in Appendix A. The condition of the bins, their cleanliness and suitability as PCB waste containers will be checked and tested by FFC/BEAK personnel prior to their use.
Approximately 200 PCB solid waste containers are currently stored at the Department of Works, Services and Transportation Depot in Whitbourne. These containers can be used for this contract after they have undergone the necessary reconditioning such that they meet the above requirements. The following information should be noted concerning the PCB waste containers at Whitbourne:

- the PCB waste containers, will require new bolts, new neoprene gaskets and must not be dented;
- the contractor must recondition them to the satisfaction of FFC/BEAK;
- they are available free of charge to the successful contractor;
- it is the contractor’s responsibility to supply or arrange for transportation of the containers (they are designed to be forklift moveable);
- the containers left at the Whitbourne Depot must be stacked in an orderly fashion, as they were found.

6.6 The contractor will supply the protective geotextile material (for example Solmax T-60, see Section 3.2). The contractor may indicate other suitable material with specifications, costs and supplier indicated.

6.7 All required Personal Protective Equipment as indicated in the Health and Safety Plan for Makinsons will be provided by the contractor.

The respirators can be full face or half-face with dual cartridges. The cartridges for the respirators will have a retainer, filter and cartridge. The organic vapour cartridge will be rated for organic vapours, pesticides, dusts, mists and paint, lacquer, enamel mists (for example: R21 cartridge from Safety Supply Canada). The filter will be designed to fit with the cartridge (for example: R15 filter from Safety Supply Canada). Full length rain suits, rubber boots and rubber gloves are suitable chemically resistant clothing.
6.8 The contractor will supply and conduct any field screening tests for PCB's (see Section 4.1) and in the case of the swab tests, will coordinate and arrange for laboratory analyses (see Section 4.1).

7.0 Contract Requirements

All contractors will be required to sign a standard service contract with FFC/BEAK. The service contract will include the scope of the services and technical specifications (as outlined in this Terms of Reference), the general contractor's responsibility and the responsibilities of the two parties if there is a change in scope or in conditions of the work, or suspensions or delays in the work. The service agreement also covers the following matters: contract termination, health and safety for the project, protection of the environment, insurance, mutual indemnification, compliance with regulations and confidentiality.

A copy of the standard service agreement is attached to this Terms of Reference in Appendix B.

8.0 Cost Estimate

Interested companies will provide costs based on a fixed lump sum basis, but standby rates should be provided. Standby time is defined as time that the contractor is on-site and under a stop work order issued by the FFC/BEAK representative, which for example could be caused by inclement weather or unforeseen problems. If the contractor is requested to stop work for the remainder of a work day after less than 3 hours work on site, the contractor may charge standby time for "3 hours worked on site". However, if work is terminated for a period of time exceeding 1 day, because of inclement weather for instance, standby time is not applicable.

Standby time is not applicable if the stop work order has been issued because of any violation of the health and safety procedures or if the contractor is not in compliance with these Terms of Reference (see Appendix B, service contract).
The contractor will provide the cost per analysis for the PCB swab and quick tests.

9.0 Site Visit

An FFC/BEAK representative will be available at the Makinsons Site on December 1, 1992 10:00 to 3:00 pm, 1992 to view the site with interested parties. All contractors interested in submitting a proposal for the work must visit the site to ensure that the extent of work involved is fully understood.

10.0 Contractor Qualifications and Proposal Requirements

The contractor will submit the lump sum price for the work in terms of a proposal which will include:

10.1 The method and equipment that the contractor plans to use to remove the scrap material. For example:
   i) truck and box to be left on site and fully loaded;
   ii) disposal container left on site and to remain until full;
   iii) other method.

10.2 The number of people and the amount and type of equipment involved in the scrap removal operation.

10.3 The contractor’s source of the PCB solid waste containers;

10.4 Specify whether or not swab tests will be used (see item 4.1) and/or the brand name, type and supplier for the solvent, field PCB tests, geotextile and PPE. Include the specifications for the geotextile, solvent, PCB tests or PPE if different than that specified within the Terms of Reference.

10.5 A description of previous projects of this nature undertaken by the contractor; especially those involving hazardous substances and PPE.
10.6 Health and Safety training that the contractor's personnel have received.

10.7 The lump sum price for the work described in the above sections, the estimated amount of time required to complete the work.

10.8 The standby rates for the contractor.

10.9 The contractor will outline the portion of the project that will be carried out by the firm using local resources. Each proposal must contain the maximum feasible local content and a realistic estimate of local costs in the totals provided.

10.10 The proposals for this work must be submitted before 2:00 pm, December 4, 1992 to the office of Fracflow Consultants Inc. The proposals will be labelled "SURFACE SCRAP REMOVAL, MAKINSONS - FILE NO.844 168.1".

10.11 The successful contractor will be notified by December 7, 1992.

11.0 Schedules

11.1 The contractor will complete the work by December 21, 1992 provided that weather and site conditions remain suitable. Completion of this work may have to be delayed until spring, 1993.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
After our telephone conversation last evening, Section 4.0 has been revised and reorganized.

Please review and comment.

Thanks.
contractor's on-site supervisor when work can or cannot proceed because of site and weather conditions or health and safety hazards/violations. Work can also be stopped if snow cover hampers operations or during periods of wet weather.

4.0 Cleaning Procedures and Waste Management

The FFC/BEAK representative will identify all waste materials to the contractor that represent one of two types: (A) general scrap; and (B) drums, containers and mineral oil equipment. The cleaning procedures for these materials in Tasks I and II are as follows:

4.1 For any Type A or Type B waste material, the contractor will place a metal stand on the ground, adjacent to the location of the waste material, lift the waste material from the ground and place it on the stand.

4.2 The contractor will brush the surface dirt off all Type A and Type B waste material by hand, using a metal brush. Type A waste material can then be placed directly into the truck box or disposal container for shipment to the waste disposal site. Type B waste material will be handled according items 4.3, 4.4 and 4.5.

4.3 The contractor will test the inside of all Type B waste material for PCB's either by a swab test or field screening test. The field screening test will be used to identify <50 and >50 ppm concentrations of PCB's in any liquid present in Type B materials. The swab test will be used to identify <10 and >10 μg/100 cm² concentrations of PCB’s in any Type B materials found to be dry or emptied in accordance with §5.6.

Examples of screening tests that can be performed at the site are the Chlor-n-soil™ and Chlor-n-oil™ tests, which are available from Dexcel Corporation. Other suitable field tests to screen for PCB’s may be recommended by the contractor. The swabs can be provided and analyzed by the Environmental Protection Service Laboratory, North West Atlantic Fisheries Centre (NOTE: the contractor will not be responsible for the supplies and analytical costs associated with swab tests, but the expected number of analyses must be stated in the proposal). The contractor will ensure that adequate notice is given to the laboratory to expedite the return of the results. The contractor will also be responsible for performing any swab
tests at the site, transferring the swabs to the laboratory, receiving and recording the results. Information about the swab tests can be obtained by calling Art Cook (ph. 772-5488) at the Environmental Protection Laboratory.

4.4 For any Type B waste materials where either the concentration of PCB's measured by field screening (liquid test) is <50 ppm or the concentration of PCB's measured by swab testing (dry test) is <10 µg/cm², the contractor will place these materials into the truck box or disposal container for shipment to the waste disposal site.

4.5 For any Type B waste materials where either the concentration of PCB's measured by field screening (liquid test) is >50 ppm or the concentration of PCB's measured by swab testing (dry test) is >10 µg/cm², then the contractor will clean the Type B waste materials in accordance with the CCME document "Guidelines for the Management of Wastes Containing PCBs":

a. The contractor will wash the containers by triple rinsing with an appropriate solvent (NOTE: use either varsol, turpentine, No. 1 fuel oil or kerosene). The contractor will fill the container with enough solvent to coat all surfaces of the container when it is tipped or rotated. A solvent volume of 10% of the total container volume has been found to be a useful amount for this rinsing procedure.

b. The contractor will dispose of the solvent as PCB waste in suitable PCB liquid waste containers that will be stored on site. The solvent and the PCB containers will be supplied by the contractor.

c. After triple rinsing, the contractor will place the mineral oil equipment on an elevated grid/mesh to dry. The grid/mesh will have a drip pan to collect any remaining solvent.

d. Once dry, the contractor will flatten the Type B waste material with a backhoe bucket, where possible, and place the material into the truck box or waste disposal container for shipment to the waste disposal site.
The contractor must consider the following points concerning equipment cleaning procedures and movement on-site:

4.6 Areas of the site that have (or are suspected to have) high concentrations of PCB’s, dioxins/furans or trace metals will be flagged-off (by FFC/BEAK) such that personnel and equipment do not move regularly over those areas (Figure 3). In general, the movement of equipment across the site should be kept to a minimum to reduce the amount of chemical transport over the site.

4.7 The contractor will pressure wash equipment prone to exposure by hazardous substances (including backhoe bucket, chains, shovels, wheelbarrow) at the washing station, located at the site, before any equipment can be removed from the site. The wash fluids will be allowed to infiltrate into the ground at the washing station.

4.8 The contractor will pressure wash the truck box, or disposal container at the end of the job such that all surfaces of the inside of the truck box or container are exposed to the direct spray from the nozzle. The pressure washing will be done with a hot water, steam cleaner that will be supplied and operated by the contractor. The wash fluids will be containerized, moved to the washing station and dumped at the ground surface so that the trucks or containers do not have to move across the site.

4.9 The location of the washing station will be designated by FFC/BEAK personnel (Figure 3).

4.10 The contractor will properly label all PCB waste containers stored on site as PCB waste and describe the general contents of each container in an inventory which will be provided to FFC/BEAK.

5.0 Health and Safety Plan

5.1 During the cleaning and removal process, personnel on-site will be required to follow FFC/BEAK’s Health and Safety Plan (HASP) for Makinsons. A copy of the
DATE: Dec 8/92  TIME: 3:00 pm
TOTAL PAGES INCLUDING THIS ONE: 4
TO: Carl String FAX NUMBER: 729-1930
OF: Environment & Lands
FROM: [Redacted]
PROJECT: [Redacted]
COMMENTS:

Please see attached summary of serum interview.

[Redacted]
RE: SERVCO Interview for Removal of Waste Removal at Makinsons

TIME: December 7, 1992, approx. 3:30-4:30
PLACE: Toby Matthews office of Environmental Investigations Division

ATTENDED BY: [redacted]

- Fracflow Consultants Inc.
- Environmental Investigations Division
- Servco Environment Inc.

Point 1: Method Servco will use for scrap removal

- Will use containers obtained from Whitbourne that are operated by a fork truck. A tarp will be used to cover the container.
- A smaller track backhoe will be used similar to or will be a Kabota.
- Budgeted for a small track backhoe and boom truck in the proposal. The boom truck will be used to transport the heavier scrap from the upper salvage area to the main salvage yard for cleaning then disposal.
- Weather dependant, lighter work may proceed the heavier work or vice versa, depending on snow cover.
- Discussed a progression method to move through the yard.
- [redacted] will be handling all testing.
- Approximately 75 swab test to be conducted, this will be co-ordinated with the Environmental Protection Laboratory with respect to supplies and analysis.
- Sampling will be started immediately.
- Environment and Lands will pay for the supplies and analyses. The contractor will coordinate all activities with the Laboratory and will be responsible for picking up all laboratory supplies and delivering swab samples to the laboratory for analyses.

Point 2: 6 Labours and 2 Supervisors

- 6 people will be conducting labour work with one supervisor overseeing them and liaising with FFC/BEAK representative.
- The second supervisor as stated in the proposal will be responsible for testing and it is our understanding that this is really a technical position.

Point 3: Local Hiring

- 3-4 local people will be hired by Servco.
- The names of possible people will be provided by FFC/BEAK to Servco. Some of
these people have worked for FFC/BEAK in the past at the Makinsons site and
has experience with the use of health and safety equipment.

we will arrange to hire these people.

if necessary Servco will contact local manpower for possible hiring.

Point 4: Budget for Reconditioning Containers

- Servco estimated they will need approx. 25 containers.
- Of the 25 containers selected they will only need to be refitted with new nuts, bolts, seals and will be painted.
- Budgeted for $1500 for 2 days work, cost $1500.
- Reconditioning will be performed at Dildo.
- May recondition up to 40 just in case they are needed.
- The containers will be moved to Servco's yard for re-conditioning.
- Any containers that are moved in the search for good containers will be placed back in there original space as specified in the "Terms of Reference" dated 27
- Containers left grey in colour, unless there is a client preference.

Point 5: Completion Date

- If contract is awarded by Dec. 8/92, mobilization will begin on Wednesday with
  respect to reconditioning containers & testing.
- Should be on site by Friday Dec. 11/92 depending on the weather and the
  shipping time of the geo-textile.

Point 6: Stand-by Rate

- Requested breakdown for stand-by cost of labour and equipment.
  Working day 8:00 am to 4:5:00 pm.
  If notified by 7:00 am by FFC/BEAK representative that work will not proceed that
day, then no stand-by time is warranted.
  If arrive on site and poor weather conditions are encountered, then 3 hours stand-
by time will be awarded.
  If on site and work for two hours, then only 1 hour standby is applicable, etc.
  A letter will be written (or the contract will be clarified) by FFC/BEAK with respect
to this issue and signed by both parties to prevent further confusion.
<table>
<thead>
<tr>
<th>DATE</th>
<th>PRE-AUDIT</th>
<th>TOTAL PAYMENT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2/13</td>
<td>22</td>
<td>53,193</td>
</tr>
</tbody>
</table>

**Goose Flow Consultants Inc.**

36 Pearson Street

ST John's

**Enyo Londo**

ATTACH INVOICES AND SUPPORTING DOCUMENTATION TO LEFT CORNER IN THE SPACE PROVIDED.

ATATTACHMENTS INCLUDED

<table>
<thead>
<tr>
<th>PAYMENT PROCURING SECTION</th>
<th>GOVERNMENT OF NEWFOUNDLAND AND LABRADOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>9293</td>
<td>1/2/13</td>
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</table>

CERTIFIED THAT THE FOLLOWING CHECKS HAVE BEEN PERFORMED ON THE ATTACHED DOCUMENTS COMPRISING THE TOTAL AMOUNT PAYABLE HEREON.

ERRORS AND OMISSIONS ACCIDENTAL.

PAYMENT ON PURCHASE ORDER OR OTHER SPENDING AUTHORITY.

RECEIPTS AND VOUCHERS HAVE BEEN ANNOTATED IN THE ACCOUNTING OFFICE.

CERTIFIED IN ACCORDANCE WITH SECTION 35.1 AND 35.2 OF THE FINANCIAL ADMINISTRATION ACT.

S: Joan 9/2/201

S: John 9/2/201

S: Deputy Minister 9/2/201
ATTACHMENT I

FFC Project # 120.1/120.2

INVOICE No. EiD18  
EID FILE  # GANDER 813.011.11  
# MAKINSONS 844.168.1  

January 22, 1993

To:  
Canada-Newfoundland NCSRPM Management Committee  
oc/o Carl W. Strong, Director  
Environmental Investigations Division  
Department of Environment and Lands  
Confederation Building  
P.O. Box 8700  
St. John's, Nfld. A1B 4J6

GST EXEMPT # R107442683  
Professional Services for the period December 1 to December 31, 1992

A.1 LABOUR  

<table>
<thead>
<tr>
<th>FFC STAFF</th>
<th>HOURS</th>
<th>RATE ($/hr)</th>
<th>COST</th>
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<tbody>
<tr>
<td></td>
<td>84.50</td>
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<td></td>
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<td></td>
<td>6.75</td>
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<td>1.50</td>
<td>49.00</td>
<td>$73.50</td>
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FFC Labour Sub-total $5,086.25

25-Jan-93, Page 1
### Beak Engineering Expenses

**GENERAL**

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<th>Item</th>
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<tbody>
<tr>
<td>Communications</td>
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<tr>
<td>Facsimile</td>
<td>$25.50</td>
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<tr>
<td>Computer</td>
<td>$369.67</td>
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<tr>
<td>Shipping</td>
<td>$53.15</td>
</tr>
<tr>
<td>Reproductions</td>
<td>$13.60</td>
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<tr>
<td><strong>Sub-total</strong></td>
<td><strong>$492.74</strong></td>
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</table>

**BEAK Expense Sub-total**

**$492.74**

**Total Expenses**

**$1,634.37**

Total payable for GANDER

**$8,803.12**

---

**B.1 Labour**

<table>
<thead>
<tr>
<th>FFC STAFF</th>
<th>HOURS</th>
<th>RATE ($/hr)</th>
<th>COST $</th>
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<td>145.00</td>
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**FFC Labour Sub-total**

**$9,265.25**
## REMEDIATION

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<td>Shipping</td>
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<td>Health &amp; safety, air monitoring equipment</td>
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<tr>
<td>Rental cellular telephone</td>
<td>$147.44</td>
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<tr>
<td>Film &amp; Developing</td>
<td>$17.45</td>
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<tr>
<td>Miscellaneous field supplies (flagging tape, wooden pegs, etc.)</td>
<td>$12.55</td>
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<tr>
<td>Transportation (Vehicle rental, mileage, gas)</td>
<td>$575.01</td>
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<tr>
<td>Scrap removal contract with Servco</td>
<td>$29,095.00</td>
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<tr>
<td><strong>Sub-total</strong></td>
<td><strong>$29,982.85</strong></td>
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## DOMESTIC WELL WATER SAMPLING

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<td>Shipping samples to Fenwick</td>
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<td>Major ion analyses (Mount Pearl)</td>
<td>$44.00</td>
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<tr>
<td>Ice for chilling samples</td>
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<td>Rental vehicle</td>
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<tr>
<td><strong>Sub-total</strong></td>
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**FFC Expense Sub-total**  

**$33,801.44**

***** Beak Engineering *****

## GENERAL

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<td>Reproductions</td>
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<tr>
<td>Communications</td>
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<td>Supplies</td>
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<td><strong>Sub-total</strong></td>
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25-Jan-93, Page 5
January 22, 1993

Canada-Newfoundland NCSRP Management Committee
c/o Carl W. Strong, Director
Environmental Investigations Division
Department of Environment and Lands
P. O. Box 8700
St. John's, NF A1B 4J8

Dear Mr. Strong:

RE: DECEMBER 1992 INVOICE AND PROGRESS REPORT

Attached is an invoice for expenses incurred by Fracflow Consultants Inc. (FFC) and Beak Engineering Limited (BEAK), for work on the Gander and Makinsons projects between December 1 and December 30, 1992 (attachment 1). In addition, a second invoice is provided for inclusion with your Department's submission to Environment Canada for reimbursement of fifty percent (50%) of its eligible costs on the Makinsons NCSRP project. At this time, we would like to take this opportunity to summarize the consortium’s main activities during the December 1992 billing period for both the Gander and Makinsons Projects below.
completed until 15 January 1993. Therefore, with the approval of the Management Committee, the contract was awarded to EDC because of its lower proposed cost.

- Trenching at Gander was completed by EDC with FFC/BEAK supervision between 16 and 19 December, 1992. To minimize the environmental impact of the excavating, a series of small test pits were excavated, spaced approximately 20 m apart. With reference to the Terms of Reference (TOR), 3 test pits were excavated along trench 3 (Figure 2, TOR) and no evidence of hydrocarbons was observed, suggesting that hydrocarbons have not migrated southward beyond the small pond. Therefore, trenches 1 and 2, planned for sites downgrade from trench 3, were not excavated. At trench 4 (Figure 2, TOR), 2 test pits were excavated and trace odours of heating fuel and/or diesel and minor hydrocarbon sheens were detected in 1 test pit.

The absence of hydrocarbons in excavations south of the small pond suggests that the plume is much smaller than originally suspected and possibly concentrated near the Trans Canada Highway (TCH). The scope of work was modified during field work to include a series of excavations adjacent to the TCH to delineate the source and extent of known gasoline and its connection with suspected heating oil and/or diesel in the subsurface. Seven (7) test pits were excavated in close proximity to boreholes BH-1, BH-2 and BH-3: Strong gasoline odours were detected adjacent to BH-2 while the other 6 test pits showed no obvious signs of hydrocarbons.

Finally, the sewer line excavation at trench 5 was started but not completed because boudery ground conditions and an inexperienced backhoe operator greatly increased the risk of breaking the concrete sewer line at that time (and the Town of Gander did not have replacement pipe on hand). This excavation was delayed until the Spring of 1993 at which time the Town and EDC will be better prepared to perform the work and able to cope with a possible line rupture.
Carl W. Strong  
NCSR Management Committee  

January 22, 1993  
File #844.168.1/813.011.11

- 5 -

Fracflow  
Consultants  
Inc.

beak engineering  
limited

- 8 -

Section 30(1)

- 9 -

Purchase of 30 tons of road gravel from Dave's Concrete;  
Boo truck and track backhoe rental from Pentagon Construction;  
A local contractor, [REDACTED], was hired for waste disposal at the New  
Harbour Barraca Landfill;  
Servco hired six local men for eight days work.

The above synopsis of FFC/BEAK's activities this past month highlights the important  
project accomplishments. Should you have any questions regarding our progress on  
these projects to date, or on the attached invoices, please contact Glenn Burey at FFC.

Yours truly,

[REDACTED]

Project Manager

[REDACTED]

Assistant Project Manager
ATTACHMENT II

FFC Project # 120.1/120.2

INVOICE No. EID18
January 22, 1993

EID FILE  GANDER.MICH
#  MAKINSONS 844.168.1

To:

Contaminants and Assessments Branch
5th Floor, Queen Square
45 Alderney Drive
Dartmouth, Nova Scotia
B2Y 2N6

GST EXEMPT #R107442883

RE: Newfoundland Department of Environment and Lands
Eligible NCSRP Extraordinary Costs
for the Period December 1 to December 31, 1992

1. PROFESSIONAL FEES

Expenses incurred by Fracflow Consultants Inc. (FFC) and
and Beak Engineering Limited (BEAK) on the Makinsons Project
for the period December 1 to December 31, 1992:

Monthly cost to the Makinsons Project  $44,390.10

25-Jan-93, Page 7
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