UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1201 ELM STREET, SUITE 500
DALLAS, TEXAS 75270

NOTICE OF POTENTIAL LIABILITY
DEMAND FOR PAYMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
SENT VIA ELECTRONIC MAIL

Ms. Elizabeth Gunter
Senior Counsel
AEP Legal for SWEPCO
400 West 15th Street
Austin, Texas 78700
legunter@aep.com

Re: Notice of Potential Liability and Demand for Payment
F. J. Doyle Salvage Superfund Site
Leonard, Fannin County, Texas, SSID # 061D

Dear Sir/Madam:

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA, commonly known as the federal "Superfund" law), the United States Environmental Protection Agency (EPA) has the authority to respond to a release or threat of a release of hazardous substances, pollutants or contaminants into the environment – that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. EPA has documented that such a release has occurred at the F. J. Doyle Superfund Site in Leonard, Fannin County, Texas (Site). EPA has spent, or is considering spending, public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site. Based on information presently available, EPA has determined that SWEPCO may be a potentially responsible party (PRP) under CERCLA for cleanup of the Site or for costs EPA has incurred in responding to the contamination on the Site.

Explanation of Potential Liability

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), PRPs may be held liable for all costs incurred by the EPA (including interest) in responding to any release or threatened release of hazardous substances at the Site. PRPs include current and former owners and operators of the Site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the Site, and persons who accepted hazardous substances for transport and selected the site to which the hazardous substances were delivered.

Based on the information collected, the EPA has determined that SWEPCO may be liable under Section 107(a) of CERCLA with respect to the Site as a generator who arranged for the disposal, treatment or transportation of hazardous substances at the Site. Specifically, the EPA has reason to believe that SWEPCO arranged for the disposal, treatment, or transportation of electrical transformers containing polychorinated biphenyls (PCBs) to the Site. Enclosure 1 is a copy of the evidence on SWEPCO's involvement with the Site.

Background

To date, the EPA has taken response actions at the Site under the authority of the Superfund Program. Below is a brief description of the actions taken at the Site:

- In May 2015, the Texas Commission on Environmental Quality referred the Site to the EPA.
- In May 2018, the EPA investigated the surface and sub-surface soils to determine the lateral and vertical extent of contamination at the Site and surrounding areas.
- The EPA conducted a removal action at the Site beginning on November 5, 2018, removing and disposing of PCB-contaminated soils and building elements.

Demand for Payment

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, the EPA has already taken certain response actions, which are listed above, and incurred certain costs in response to conditions at the Site. The EPA is seeking to recover from PRPs the response costs and all the interest expended at the Site and authorized to be recovered under Section 107(a) of CERCLA. The total response costs identified through August 31, 2020, for the Site are $3,833,694.38. Under Section 107(a) of CERCLA, EPA hereby makes a demand for payment from you and other PRPs for the above amount plus all interest authorized to be recovered under Section 107(a) of CERCLA. A summary of these costs reported through August 31, 2020, is enclosed as Enclosure 2.

The EPA would like to encourage communication between you, other PRPs and the EPA regarding the Site and this demand for payment. To assist you in your efforts to communicate, please find in Enclosure 3 a list of names and addresses of PRPs to whom this letter is being sent.

Ability to Pay Settlement

While this letter demands that SWEPCO reimburse the EPA for all funds spent at the Site, the EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe, and can document, that you fall within this category, please contact Mr. David Eppler by phone at 214-665-6529 or via email at eppler.david@epa.gov for information on ability to pay settlements. In response, you will receive a package of information about such settlements and a form to fill out with information about your finances, and you will be asked to

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submit financial records including federal tax returns. If the EPA concludes that SWEPCO has a legitimate inability to pay the full amount demanded, the EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Some or all of the costs associated with this notice may be covered by current or past insurance policies issued to SWEPCO. Most insurance policies will require that you timely notify your carrier(s) of a claim against you. To evaluate whether you should notify your insurance carrier(s) of this demand, you may wish to review current and past policies, beginning with the date of SWEPCO's first contact with the F. J. Doyle Site. Coverage depends on many factors, such as the language of the particular policy and state law.

Also, please note that, because the EPA has a potential claim against you, you must include the EPA as a creditor if you file for bankruptcy. The EPA reserves the right to file a proof of claim or an application for reimbursement of administrative expenses.

Resources and Information for Small Businesses

In January of 2002, President Bush signed into law the Superfund Small Business Liability Relief and Brownfields Revitalization Act. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may obtain a copy of the law at http://www.gpo.gov/fdsys/pkg/PLAW-107publ118/pdf/PLAW-107publ118.pdf and review the EPA guidance regarding these exemptions at http://cfpub.epa.gov/compliance/resources/policies/cleanup/superfund/

The EPA has also created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at http://www.epa.gov/compliance/compliance-assistance-centers. In addition, the EPA Small Business Ombudsman may be contacted at http://www.epa.gov/resources-small-businesses/forms/contact-us-about-resources-small-businesses. Finally, the EPA has developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act ("SBREFA") and information on resources for small businesses, which is included with Enclosure 4 with this letter and available on the Agency's website at http://www.epa.gov/compliance/small-business-resources-information-sheet.

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Your Response

Please send a written response to this cost recovery demand, within thirty (30) days of receipt of this letter, to:

Mr. David Eppler (SEDAE)
Enforcement Officer
Superfund and Emergency Management Division, Cost Recovery Section
U.S. EPA, Region 6
1201 Elm St, Suite 500
Dallas, Texas 75270
Telephone: (214) 665-6529
Email: eppler.david@epa.gov

If a response from you is not received within thirty (30) days, the EPA will assume that you have declined to reimburse the Superfund for the Site response costs, and the EPA will evaluate its enforcement options pursuant to CERCLA accordingly.

If you have questions regarding the response actions taken at the Site, please contact Mr. David Eppler at 214-665-6529. If you or your attorney have legal questions, please direct them to Mr. Leonard Schilling, Superfund Attorney, at 214-665-7166 or schilling.leonard@epa.gov.

Thank you for your prompt attention to this matter.

Sincerely yours,

WREN STENGER

Digitally signed by WREN STENGER
DN: c=US, o=U.S. Government, ou=Environmental Protection Agency, cn=WREN STENGER, 0.9.2342.19200300.100.1.1=68001003651787
Date: 2020.11.16 13:59:12 -06'00'

Wren Stenger
Director
Superfund and Emergency Management Division

Enclosures:

1 Evidence of Liability
2 EPA Costs
3 List of Potentially Responsible Parties
4 Small Business Resource Information Sheet

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ENCLOSURE 1

EVIDENCE OF LIABILITY
F. J. DOYLE SALVAGE SUPERFUND SITE

CHRONOLOGY OF FRANK J. DOYLE & SONS TRANSFORMERS

- A PCB Inspection was conducted on 8/30/83. At the time of the inspection, the facility had 150 transformers, 100 empty casings transformer parts and 1-500 gallon and 1-900 gallon storage tanks. No PCB records of transactions were kept. Five samples were collected (2 from oil tanks and 3 soil samples from various areas of the site). One oil sample, from a 500 gallon tank, contained 82 ppm PCB and one soil sample from the SW. corner of the lot, contained 61 ppm PCB. Based on pictures taken during the time of the inspection, visible oil stains were seen at the site. In addition, no fence was around the facility. The facility had been in operation since about 1979.

- On January 25, 1984 a Civil Complaint was issued to the facility for failure to mark the 500 gallon tank, failure to prepare and implement an SPCC plan and failure to keep batch records for the 500 gallon tank. The total proposed penalty was $3,000. This matter was settled with a CA/CO on May 3, 1985, where the Respondent paid a final penalty of $50.00, based on inability to pay.

- On September 28, 1990 the EPA Emergency Response Branch (ERB) Technical Assistance Team (TAT) performed a site assessment at the facility in response to a citizens complaint concerning the improper handling and salvage of transformers. This complaint originally came into the EPA TSCA program and it was referred to ERB. The purpose of the 9/28/90 site visit was to perform PCB screening of oil and soil using CHLOR-N-OIL (TM) AND CHLOR-N-SOIL (TM) test kits. TAT observed 1-500 gallon tank, 1-900 gallon tank and 14-55 gallon drums that were being used for storage of transformer oil. Both tanks and all the 55 gallon drums were filled to capacity with transformer oil. Stored onsite were approximately 200-300 transformers to be salvaged. Two oil samples and three soil samples were collected and screened. One soil sample of a stained area at the northeast corner of the site and two oil samples from the 900 gallon storage tank and a 55 gallon drum all tested positive for PCBs above 50 ppm.

- On October 12, 1990 a PCB inspection, in addition to further sampling by the TAT, were conducted at the site. Of the 14-55 gallon drums that were present at the site on 9/28/90, only one drum contained oil. Both of the 900 and the 500 gallon tanks had been drained of oil and were in the process of being refilled. Again the TAT screened oil samples from transformers and the tanks. Fourteen samples were screened and five samples of the fourteen were sent for analysis. Two sweep samples were taken from the transformer dismantling building at unbiased locations. Two wipe

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samples were collected from the kiln located in the dismantling building for PCB and dioxin analysis. Offsite grab surface samples were collected at the Doyle residence, Ex. 6 Personal Privacy (PP) drainage pathways adjacent to the site and drainage pathways in the school yard. A background grab surface soil sample was collected from the school practice field. All samples were collected for PCB analysis and two samples Ex. 6 Personal Privacy (PP) and school yard) were collected for dioxin analysis. Offsite wipe samples were collected at the Doyle residence, Ex. 6 Personal Privacy (PP) and at the school building for dioxin analysis.

All samples analyzed for dioxin were non detect. Three sample sites contained PCBs greater than 50 ppm. Those were the Salvage Yard- North grid (89 ppm), Salvage Yard- South Grid (71 ppm) and the drainage pathway south of the site (280 ppm).

It was determined during this inspection that Mr. Doyle bought used transformers from only four sources, which were Southwestern Electric Power Co. (SWEPCO), City of Garland, Texas, Louisiana Power & Light and Public Service of Oklahoma. He had a heat cleaning oven for drying and removing transformer core residue to simplify removal of copper. The oven had a Texas Air Control Board permit. All of the scrap metal was sold to McKinney Metals. All transformer oil was sold to Scoggins Oil Co., Sallisaw, Okla.

- On 7/26/90 a PCB Inspection was conducted at McKinney Metals, McKinney, Texas. Based on the inspection findings, it was determined that Frank Doyle is the primary supplier of transformer cans and burned windings. Frank Doyle did not supply certifications or test results with this equipment. A sample was taken at the prepared ferrous and shearing area, where earlier that day several empty transformer cans had arrived from Frank Doyle. This sample contained 86.3 ppm PCB.

- On April 19, 1991 the TAT went back to the site to collect further samples from the drainage ditch. Four composite and one grab sample was taken for PCB analysis. Three of the samples contained PCBs in excess of 50 ppm (58 ppm, 271 ppm and 166 ppm). The ERB referred this case back to TSCA in July, 1991.

- On September 7, 1994 a PCB Inspection was conducted at the facility. At the time of the inspection, the facility had 11 drums of brass material, 91 drums of scrap metal, 751 empty transformers and 3 oil storage tanks (2-500 gallon and 1-275 gallon)at the facility. The transformers are now mainly purchased from Louisiana Power & Light and SWEPCO. The oil is still sold to John Scoggins and the scrap metal is sold to McKinney Metals. Four samples were taken during the inspection for PCB analysis. One soil sample taken from outside the fence in a drainage pathway between the fence and the road across the street from the school contained 11.8 ppm PCB.

- On January 25, 1995 a letter was sent to Mr. Doyle informing him of the PCB contamination at his site and soliciting his intentions in regards to characterization and, if appropriate, cleanup.

- On February 15, 1995 Worldwide Reclamation, contractor for Mr. Doyle, obtains surface samples of the site. This contractor does not consult with EPA before obtaining samples. All sample results were non-detect.

- On March 9, 1995 EPA conducts a site visit to meet with Mr. Doyle and Worldwide Reclamation to discuss further sampling of the site.

- On May 23-24, 1995 Worldwide Reclamation conducts sampling at the site. The number of samples taken during this time was restricted based on Mr. Doyle's financial status.

- On June 21, 1995 a meeting is held at the Frank Doyle site to discuss the sampling results and to discuss the need for a timely remediation response. Mr. Doyle was given until 6/27/95 to decide whether he was going to take responsibility for the cleanup.

- On June 27, 1995, based on a phone conversation with Mr. Doyle, he stated that he could not take responsibility for remediation efforts based on inability-to-pay.

Southwestern Electric Power Company

A Member of the Central and South West System

August 29, 1994

Mr. Frank J. Doyle
P. O. Box 312
Leonard, TX 75452

Dear Mr. Doyle:

Enclosed is an original, fully executed copy of Contract #3188 for our scrap transformer salvage.

If you have any questions, please call me at (318) 673-3417. We look forward to continuing work with you.

Sincerely,

Ronald L. Cosby
Mgr. Transformer & Meter Services

RLC/ci

Enclosure

cc: Mike Jones

428 Travis

Form 121

INTER-OFFICE MEMO
SOUTHWESTERN ELECTRIC POWER COMPANY

To John Floss
Env. Services - A.H.H.
Ron Cosby

Date 10/26

By

- Please answer direct and send me copy.
- Please approve and forward.
- Please approve and return to me.
- Please complete and return to me.
- Please file.
- For your information.
- Please take charge of this.
- Please note and forward.
- Please note and return to me.
- Please prepare reply for my signature.
- Please sign/initial and return to me.
- Your comments please.
- Returning.
- ✓ Completed per your request.
- Requisition _____ P. O. _____

REMARKS:

OVER

000002

SWEPCO CONTRACT NO. 3188

Miscellaneous--Rev. 7/27/94

This Agreement made and entered into by and between SOUTHWESTERN ELECTRIC POWER COMPANY, a Delaware Corporation, party of the first part, hereinafter called "COMPANY," and Frank J. Doyle Corporation_____ (Name of organization), a_scrap metal recycler__(Type of Organization), authorized to do business in Texas_____ (State), domiciled at Ex. 6 Personal Privacy (PP) _____(Street), Leonard, Texas 75452_____(City, State, and Zip Code), party of the second part, operating as a Contractor, hereinafter called the "CONTRACTOR."

WITNESSETH THAT: for and in consideration of the premises and the mutual agreement and undertakings of the parties hereto, the CONTRACTOR agrees to the following terms and conditions:

(1) The CONTRACTOR agrees to furnish all labor, tools, and equipment, and to pay all expenses necessary for performing miscellaneous work to include
purchasing of scrap transformers to be loaded on trailers furnished by F. J. Doyle_____
_____
_____
or similar jobs as authorized by the Manager of Electric Systems, G. O. Section Manager, or their designated representative.

(2) The CONTRACTOR shall secure all permits and licenses imposed by law, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of his work. The CONTRACTOR shall also contract other contractors and utilities working in the area where the work is being done and attempt to coordinate his work with theirs.

(3) The CONTRACTOR shall not obligate the COMPANY to make any payments to another party, nor make any promises or representations of any nature to another party for, or in behalf of, the COMPANY without the written approval of the COMPANY.

(4) The CONTRACTOR agrees to provide and install all barricades, warning signs, flashers, etc., that may be required to protect and/or warn the public of open ditches or any other hazard created by the performance of his work.

(5) To the maximum extent permitted by law and in consideration of the benefits received under this contract, CONTRACTOR agrees that, as between itself and COMPANY, on behalf of itself and its insurers, it will defend, indemnify and hold COMPANY and COMPANY'S insurers, affiliates, directors, officers, employees, and agents (collectively "COMPANY") harmless from and against any and all claims, loss, liability, costs, damage, expenses (including but not limited to, reasonable attorney's fees and court costs) and obligations arising out of (a) any breach by CONTRACTOR of any of its representations, warranties, covenants or other agreements under this contract or (b) any personal injury or death of persons (including but not limited to injuries or death of employees, or agents of COMPANY, CONTRACTOR, or any SUBCONTRACTOR) or damage to or destruction of any property resulting from any occurrence, including but not limited to environmental damage in any way related to or arising out of the performance of the contract. In this respect, CONTRACTOR agrees to indemnify and hold COMPANY harmless from any acts or omissions, alleged or found to constitute negligence or other fault, caused directly or indirectly or solely by the COMPANY, its directors, officers, employees, or agents or jointly by the COMPANY, its directors, officers, employees, or agents and the CONTRACTOR, its agents, representatives, employees or SUBCONTRACTORS; or solely by the CONTRACTOR, its agents, representatives, employees or

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SUBCONTRACTORS. The CONTRACTOR agrees that it is the specific intent of CONTRACTOR to indemnify the COMPANY from the negligent acts or omissions of the COMPANY representatives, agents, employees, officers or directors, and whether caused directly or indirectly by the negligence of the COMPANY, its officers, agents, directors, representatives and/or employees; providing nothing herein shall create an obligation of CONTRACTOR to indemnify and hold harmless COMPANY from any claim, loss, liability, costs, damage or expense resulting from the willful and wanton negligence of COMPANY.

(6) In the event and to the extent that a claim is made by an employee of CONTRACTOR or any SUBCONTRACTOR against COMPANY or against any of COMPANY'S corporate affiliates, directors, officers, employees, agents or independent contractors, the intent of the preceding paragraph is that CONTRACTOR shall and hereby agrees to indemnify COMPANY, its corporate affiliates, directors, officers, employees, and agents to the same extent as if the claim was made by a nonemployee of CONTRACTOR or SUBCONTRACTOR. Accordingly, in addition to other provisions herein and in order to render the parties' intent of this indemnification covenant fully enforceable, CONTRACTOR, to the limited extent of an indemnification claim hereunder, expressly and without reservation waives any defense or immunity it may have under any applicable workers' compensation laws or any other statute of judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity.

(7) In the event that CONTRACTOR or CONTRACTOR'S insurance company fails to undertake the defense of any suit or claim arising out of this contract and for which CONTRACTOR owes the duty of indemnification, or undertakes any such defense on a delayed, conditional, restricted or qualified basis, and the COMPANY, in its sole discretion, thus finds it necessary to employ attorneys, investigators, expert witnesses and do such other things as are reasonably necessary to investigate and/or defend the claim or suit, then, in such event, CONTRACTOR obligates itself to pay any and all such costs and expenses, including court costs as may have been reasonably incurred by the COMPANY.

(8) The CONTRACTOR further agrees to save the COMPANY harmless from the payment of any contribution under the State Unemployment Compensation Act, and CONTRACTOR agrees that if it is subject to the State Unemployment Compensation Act, it will make whatever contributions are required under and by virtue of the provision of said Act to the proper authorities. CONTRACTOR shall furnish the COMPANY with proof that the Social Security has been paid and that all of its employees have been paid.

(9) The CONTRACTOR shall furnish evidence that the following insurance requirements have been complied with:

KIND	LIMITS OF LIABILITY
(A) Public Liability	$500,000
(B) Motor Vehicle Liability	$500,000

(10) Should CONTRACTOR fail to prosecute the work to the satisfaction of the COMPANY or to comply with any of the provisions of this agreement, the COMPANY may terminate this agreement upon twenty-four (24) hours' written notice to the CONTRACTOR.

(11) Payment by the COMPANY to the CONTRACTOR for work herein provided to be done shall be upon the following basis:
See Exhibit "1", attached.

(12) It is understood and agreed by and between the parties hereto that the CONTRACTOR herein is an independent CONTRACTOR and not an agent or employee of the COMPANY, that the CONTRACTOR shall employ, direct, control, supervise, manage, discharge and pay his own employees; that the COMPANY shall have no control of, or supervision over, the employees of the CONTRACTOR; that the CONTRACTOR is responsible to the COMPANY only for the furnishing of the proper tools and equipment, adequate crew supervision, and doing of the work called for in the contract in a good and workmanlike manner, and in accordance with the terms of the contract and to the satisfaction of the COMPANY.

(13) Approval by the COMPANY as required by sections of the Agreement shall be interpreted to mean approval by the COMPANY'S Manager of Electric Systems, G. O. Section Manager, or his designated representative.

(14) The CONTRACTOR specifically warrants and agrees CONTRACTOR will be solely and exclusively responsible for compensating any of CONTRACTOR'S employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and that no claims or liens of any type will be filed against any property owned by SWEPCO arising out of or incidental to the performance of any services performed pursuant to this contract. In the event a lien is filed, the CONTRACTOR agrees, upon written notice from SWEPCO, to immediately obtain a bond at its expense so as to bond the property free and clear from the said lien and hold SWEPCO harmless from any losses that may result from the filing or enforcement of said lien.

(15) The CONTRACTOR covenants, represents, and warrants:

(a) That all applicable provisions of Executive Order No. 11,246, dated September 24, 1965, the Rules and Regulations promulgated thereunder by the Office of Federal Contract Compliance of the United States Department of Labor, and all applicable requirements of the Equal Employment Opportunities Subchapter of the Civil Rights Act of 1964 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 will be fully met and observed in respect to the performance of services covered by this contract;

(b) That it has taken affirmative action to ensure that applicants for employment by it and its employees are dealt with without regard to race, color, religion, sex, or national origin.

(16) This contract shall cover :

a 24-month period from September 1, 1994 through August 31, 1996.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be executed in duplicate by their proper officers this the 10 day of AUGUST, 19 94.

CONTRACTOR

WITNESS:

Ex. 6 Personal Privacy (PP)

BY F.J. DOYLE 8/10/94
DATE

OWNER
TITLE

WITNESS:

SOUTHWESTERN ELECTRIC POWER COMPANY

Director of Engineering Services 8/19/94
DATE

Vice President-Operations & Engineering 8/22/94
DATE

CHECKED & APPROVED:

Manager of Transformers & Meter Services

Insurance

Environmental

EXHIBIT "1"

SCRAP TRANSFORMERS

1.5 kVA to 50 kVA	$1.25/kVA
75 kVA to 167 kVA	$1.00/kVA
200 kVA to 1000 kVA	$ .40/kVA

The Company agrees to load transformers for Contractor at Company's facility. Contractor takes immediate possession of transformers when they are loaded.

SCREENING SITE INSPECTION REPORT

Doyle, Frank J. Transformer Site; aka:
Frank J. Doyle Transformer

Leonard, Texas

TXD980865109

SIGNATURE PAGE

James D. Thompson
Texas Natural Resource Conservation Commission
Site Investigation Manager

29 June 1998
Date

Stephanie Pogue
Texas Natural Resource Conservation Commission
PA/SI Program QA/QC Officer

9-10-98
Date

Allan M. Seils
Texas Natural Resource Conservation Commission
PA/SI Program Manager

9/11/98
Date

Wesley G. Newberry
Texas Natural Resource Conservation Commission
PA/SI Program Technical Director

9-14-98
Date

William Kirchner
U.S. Environmental Protection Agency

Date

SSI Report

Doyle, Frank J. Transformer Site; aka: Frank J. Doyle Transformer Leonard, Fannin County, Texas TXD980865109

Prepared in cooperation with the

U.S. Environmental Protection Agency

Prepared by

Texas Natural Resource Conservation Commission
Site Assessment Section
Site Discovery and Assessment Program Staff
Austin, Texas

September 1998

The preparation of this report was financed through grants from the U.S. Environmental Protection Agency.

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APPENDICES

Appendix A - Site Photographs

Appendix B - Field Log Book

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National Brand
43-571
Made in USA

Field Log Book for SSI
Frank J. Doyle Transformer Site

TXD
Screening Site Inspection

12:30pm — Day 01 — Arrived at City Hall and met Gary Hazelwood, R4 Field Investigator to conduct site reconnaissance.

12:40pm — Day 01 — Conducted safety brief for reconnaissance.

Field Team Members:	Title	Phone No.
1. R4 James D. Thompson	Field Investigator	(817) 467-6450
2. R5 Gary Hazelwood	Field Investigator	(903) 535-5168
3. C/O Abbi Power	Field Investigator	(512) 239-2533
4. C/O Ray Newby	Field Investigator	(512) 239-4132

Off Site Reconnaissance — Frank J. Doyle — Waxahachie
Drinking Water Wells

Waxahachie — Day 01
01/12/98 13:00pm — Met Charles Cooper, Public Works Director, City of Waxahachie, at City Hall. Went to Ex. 9 Wells located at the intersection of Ex. 9 Wells. Well enclosed in a pump house. Hose from well head can be used to collect sample. Requested hose be connected to purge the well for 15 minutes tomorrow. No problems sampling well anticipated.

13:15 — Went to Ex. 9 Wells well located along Ex. 9 Wells for City Hall. Again will in a pump house. Plastic 3/4" pipe from well head can be used for sample collection point. Both wells can be sampled prior to chlorination.

James D. Thompson 1/12/98

1/12/98 - Day 01 (continued)

On-Site Reconnaissance

13:30 - Arrived at the F.J. Doyle Transformer Site and contacted Frank Doyle and [Ex. 6 Personal Privacy (PP)] Introduced team members and stated purpose of the inspection. Conducted interview with Mr. Frank and [Ex. 6 Personal Privacy (PP)]

- facility was used as a horse barn prior to Mr. Frank Doyle beginning salvage operations late 1975 to early 1976.
- Former transformer suppliers were Public Service of Oklahoma, Texas Power & Light
- only supplier now is SWEPCO.
- all transformers are received already drained and only residuals are collected. all transformers are tested prior to receipt from the suppliers.
- sizes range from 1/2 KVA to 500 KVA average size is 25-50 KVA
- approximately 100 transformers were noted on-site stored outside and around perimeter fence. Gate locked.

Operations Procedures:

1. Transformers received in N. off-load area and stored along fence prior to processing.
2. Transformer lifted by fork lift to inside shop.
3. Oil drained by hand/electric pump to collection drums.
4. Copper / aluminum core removed and placed on drain tray to drip dry. Collected oil pumped to collection drum (satellite storage container), usually 55-gal drum.
5. Metal base/casing removed and copper core placed in oven and baked. Smoke comes from wood stove.
6. Baked core collected in bins for recycling.

James DeJon 1/12/98

SOUTHWESTERN ELECTRIC POWER COMPANY
A Member of the Central and South West System

FOR COMPANY BUSINESS ONLY

SUBJECT: SCRAP TRANSFORMERS DATE: MAY 6, 1991

COMPANY WIDE

FROM: A. M. SMOAK 417 (EXT.) G. O. ENGR. (DEPT.) RM. 424 (LOCATION/ROOM)

TO: MIKE JONES PURCHASING (DEPT.) RM. 1015M (LOCATION/ROOM)

Please prepare a bid request for scrap transformers generated by SWEPCO. The present contract with F. J. Doyle scrap metal expires May 31, 1991.

I am including a revised copy of the bid letter from 1989, a suggested bidders list and a blank contract (M 91) to be included with each bid request. I recommend that the contract be for one year with an option to extend for an additional year. Once the successful bidder is selected, an environmental audit of that facility might be required to ensure that materials are handled in an environmentally sound manner. Note that Yaffee Iron & Metal Company, Inc. was not included on the bidders list because of problems found during an environmental assessment visit in 1989 by Bruce Wright.

am Smoak

jsg

Enclosures

c: J. C. ALLEN
BRIAN BOND
CHRISTY GREEN
J. WARD MARTAINDALE

5/8/91

I ASKED MALCOM TO CHECK WHETHER THEY WERE STILL INTERESTED IN HAVING ME VISIT ROLLINS OR ANY OTHER SITES IN AREA IN THE LAST WEEK OF MAY — IF SO I'D MAKE TRAVEL ARRANGEMENTS. HE SAID HE THOUGHT SO BUT WOULD CHECK WITH WARD.

BW

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ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 050289

PRODUCER

J.L. Green Insurance AGency
3914 Wesley St.
Greenville, Texas 75401

214-455-7784

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Old American County Mutual
COMPANY LETTER B	Ohio Casualty Insurance Company
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

F. J. Doyle
P.O. Box 312
Leonard, Texas 75454

COVERAGES

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	EACH OCCURRENCE	AGGREGATE
B	GENERAL LIABILITY [ ] COMPREHENSIVE FORM [X] PREMISES/OPERATIONS [ ] UNDERGROUND EXPLOSION & COLLAPSE HAZARD [ ] PRODUCTS/COMPLETED OPERATIONS [ ] CONTRACTUAL [ ] INDEPENDENT CONTRACTORS [ ] BROAD FORM PROPERTY DAMAGE [ ] PERSONAL INJURY	Application	5-1-89	5-1-90	BODILY INJURY	$	$
					PROPERTY DAMAGE	$	$
					BI & PD COMBINED	$ 500	$ 500
					PERSONAL INJURY		$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS (PRIV. PASS.) [X] ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] GARAGE LIABILITY	BP 100334	3.10-89	3-10-90	BODILY INJURY (PER PERSON)	$	
					BODILY INJURY (PER ACCIDENT)	$	
					PROPERTY DAMAGE	$	
					BI & PD COMBINED	$ 500	
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				BI & PD COMBINED	$	$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
						$ (EACH ACCIDENT)	
						$ (DISEASE-POLICY LIMIT)	
						$ (DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

SWEPCO
P.O. Box 21106
Shreveport, Louisiana 71156

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

J.L. Green Insurance AGency

000056

ACORD 25 (8/84)

© IIR/ACORD CORPORATION 1984

SWEPCO CONTRACT NO. 2527
Miscellaneous

This Agreement made and entered into by and between SOUTHWESTERN ELECTRIC POWER COMPANY, a DELAWARE CORPORATION, party of the first part, hereinafter called "COMPANY", and FRANK J. DOYLE (Name of Organization) a Corporation (Type of Organization) authorized to do scrap metal recycling (Type of Business) in Texas (State), domiciled at Ex. 6 Personal Privacy (PP) (Street) Leonard (City), Texas (State), 75452 (Zip), party of the second part, operating as a Contractor, hereinafter called the "CONTRACTOR".

WITNESSETH THAT: for and in consideration of the premises and the mutual agreement and undertakings of the parties hereto, the CONTRACTOR agrees to the following terms and conditions:

(1) The CONTRACTOR agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for performing miscellaneous work to include purchasing of scrap transformers to be loaded on trailers furnished by F. J. Doyle

_____ or similar jobs as authorized by the Division Superintendent, G. O. Section Manager, or their designated representative.

(2) The CONTRACTOR shall secure all permits and licenses imposed by law, pay all charges and fees, and give all notices necessar and incident to the due and lawful prosecution of his work. The CONTRACTOR shal also contact other contractors and utilities working in the area where the work is being done and attempt to coordinate his work with theirs.

(3) The CONTRACTOR shall not obligate the COMPANY to make any payments to another party, nor make any promises or representations of any nature to another party for, or in behalf of, the COMPANY witl out the written approval of the COMPANY.

(4) The CONTRACTOR agrees to provide and install all barricades, warning signs, flashers, etc., that may be required to protect and/or warn the public of open ditches or any other hazard created by the performance of his work.

(5) In consideration of the benefits received under this contract, the CONTRACTOR agrees to indemnify the COMPANY, and its officers, agents and employees, from and against any and all liability, loss or

costs in any way caused by or arising out of the performance of this contract including, but not limited to, claims for death, personal injury or property damage. CONTRACTOR further agrees to hold the COMPANY harmless in the premises not only for all claims, suits, judgments or costs in any way caused by or arising out of the performance of this contract by the CONTRACTOR, or by third persons, but also will hold the COMPANY harmless from any acts or omisions caused directly or indirectly by the COMPANY, its agents or employees, willful and wanton negligence excepted.

(6) The CONTRACTOR expressly agrees that he shall indemnify, defend at his expense and completely hold harmless the COMPANY, its successors and/or assigns, from any and all claims of any type or nature whatsoever for damage to property resulting from any actions or inactions on the part of the CONTRACTOR, including but not limited to any claims for damages to crops, fences, land, waterways, livestock, woodland, buildings or improvements and specifically including any and all environmental claims. For purposes of this indemnification agreement, environmental claims include any and all claims asserted by any person or entity pursuant to any present or future federal, state or municipal laws, statutes, ordinances or regulations in any manner governing or affecting the environment or hazardous substances or wastes. The CONTRACTOR shall immediately assume the defense of such claims upon receipt of notice from the COMPANY.

(7) The CONTRACTOR further agrees to save the COMPANY harmless from the payment of any contribution under the State Unemployment Compensation Act, and CONTRACTOR agrees that if it is subject to the State Unemployment Act, it will make whatever contributions are required under and by virtue of the provision of said Act to the proper authorities. CONTRACTOR shall furnish the COMPANY with proof that the Social Security has been paid and that all of its employees have been paid.

(8) The CONTRACTOR shall furnish evidence that the following insurance requirements have been complied with:

KIND	LIMITS OF LIABILITY
(A) Public Liability	$500,000
(B) Motor Vehicle Liability	$500,000

In the event that CONTRACTOR's insurance company undertakes the defense of any suit or claim arising out of this contract on any conditional, restricted or qualified basis, and the COMPANY, in order to properly protect its interests, thus finds it necessary to employ attorneys, investigators, expert witnesses, and do such other things as are reasonably necessary to investigate and/or defend the claim or suit, then, in such event, CONTRACTOR obligates itself to pay all of such cost and expense, including court costs, as may have been reasonably incurred by COMPANY.

(9) Should CONTRACTOR fail to prosecute the work to the satisfaction of the COMPANY or to comply with any of the provisions of this agreement, the COMPANY may terminate this agreement upon twenty-four hours' written notice to the CONTRACTOR.

(10) Payment by the COMPANY to the CONTRACTOR for work herein provided to be done shall be upon the following basis:

(11) It is understood and agreed by and between the parties hereto that the CONTRACTOR herein is an independent CONTRACTOR and not an agent or employee of the COMPANY, that the CONTRACTOR shall employ, direct, control, supervise, manage, discharge and pay his own employees; that the COMPANY shall have no control of, or supervision over, the employees of the CONTRACTOR; that the CONTRACTOR is responsible to the COMPANY only for the furnishing of the proper tools and equipment, adequate crew supervision, and doing of the work called for in the contract in a good and workmanlike manner, and in accordance with the terms of the contract and to the satisfaction of the COMPANY.

(12) Approval by the COMPANY as required by sections of the Agreement shall be interpreted to mean approval by the COMPANY'S Division Superintendent, or his designated representative.

(13) The CONTRACTOR covenants, represents, and warrants:

(a) That all applicable provisions of Executive Order No. 11,246, dated September 24, 1965, the Rules and Regulations promulgated thereunder by the Office of Federal Contract Compliance of the United States Department of Labor, and all applicable requirements of the Equal Employment Opportunities Subchapter of the Civil Rights Act of 1964 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation of 1973 will be fully met and observed in respect to the performance of services covered by this contract;

(B) That it has taken affirmative action to insure that applicants for employment by it and its employees are dealt with without regard to race, color, religion, sex, or national origin.

(13) This contract shall cover request for Quotation 7292 _____ _____.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be executed in quadruplicate by their proper officers this the 1st day of May, 1989.

CONTRACTOR:

WITNESS: Janie Pierson

F. J. Doyle Scrap Metals

BY F J Doyle 5/1/89 DATE

TITLE Owner

WITNESS:

SOUTHWESTERN ELECTRIC POWER COMPANY

_____ DIRECTOR-TRANSMISSION & DISTRIBUTION ENGINEERING _____ DATE

WORK ORDER NO._____ Distribution

_____ Transmission

CHECKED & APPROVED:

Division Robert Walker

Division David Martin

Division William Elmore

Insurance

Manager, Distribution Engineering & Operations Thomas J. Effner

Manager of Environmental Affairs Jay A. Pruett

R.A. Badger

M - 89

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DAP 8/26

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: August 26, 1983

SUBJECT: PCB Inspection Request - Transformer Salvage Operation, Leonard, Texas

FROM: Norman Dyer, Chief
Pesticides & Toxic Substances Branch, 6AW-P

TO: James Stiebing, Chief
Surveillance Branch, 6ES-S

We request an inspection as soon as practical of a transform salvaging operation on a vacant lot adjacent to the high school in Leonard, Texas. Leonard is in Fannin County and the school is near the intersection of Hwys 78 & 69.

According to our informant, there are at least 100 transformers on this lot, and the oil from the transformers is being dumped on the ground. The person responsible or this activity is unknown at this time.

In addition to documenting the presence of PCBs by examining manufacturer's plates and sampling, the inspector should determine when the salvaging operation began at this location. The source of the transformers should be determined, and we would like to know if any analytical data is available on them.

cc: Hathaway, 6AW-S
Hull, 6AW-H

EPA Form 1320-6 (Rev. 3-76)

TX-83-8-748

PCB COMPLIANCE INSPECTION REPORT
(40 CFR PART 761)

SECTION A. FACILITY SUMMARY

NAME AND ADDRESS OF FACILITY (Include county, state and ZIP code)

Frank J. Doyle

Ex. 6 Personal Privacy (PP) (Fannin County)

Leonard, Texas 75452

Frank J. Doyle	Owner	(214)587-3342
(President / VP / Owner)	(Title)	(Phone)
(Facility Representative)	(Title)	(Phone)

Transformer Salvage Yard

Type of Facility (Utility, Salvage Yard, Refinery, etc.)

SECTION B. INSPECTION/REVIEW/COMMENTS

INSPECTED BY: R. P. McLaughlin (Signature) — 6ES-SH 30 August 1983 (Agency & Date)

REVIEWED BY: Dave Peters (Signature) — 6ES-SH (Agency & Date)

COMMENTS: This inspection was conducted as the result of a request from the Regional Program Office acting on an informant complaint. (Copy attached). The lot in question is a corner lot of Cottonwood St and Poplar St. Approximately 90' deep and 180' wide.

Frank Doyle began a salvage/junk operation about five years ago. He buys old/used transformers through bids from various sources. Three sources according to Mr Doyle were: Southwestern Electric Power Company, Longview, TX; City of Garland, TX; and Floydada Lighthouse, TX. He stated he buys them through the bid process and he is supposed to be assured they are non-PCB. Most of the time, he stated, the transformers are drained of oil. He draines those with oil into two tanks on the property, 1-500 gal and/or 1-900 gal tank. About once each year the oil is sold to John Scoggins, Oklahoma.

N/A (Not Applicable)
C/A (Comments Attached)

(over)

(9/82)

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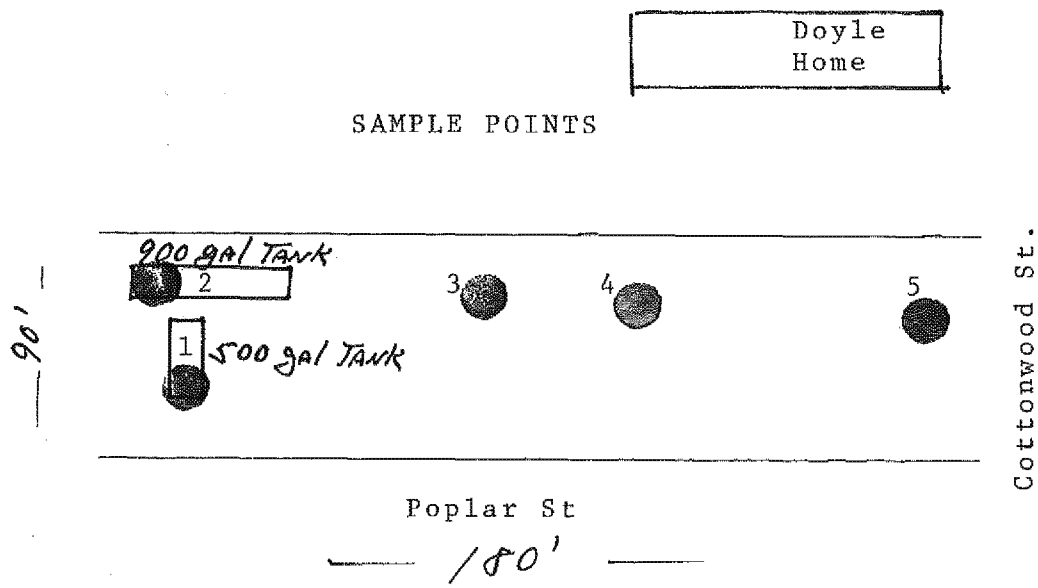
No analysis of the oil takes place since he is supposedly assured that the oil contains non-PCBs. He said that bids are mailed to addressees who deal with transformer salvage and get their name on the mailing lists. He said he did not keep paperwork on these transactions but that I could probably get sales slips, etc., from the selling source.

On the lot as the photos will show there were about 150 transformers, 100 empty casings, and transformersparts (coils, etc), plus the two oil storage tanks. Oil samples were collected from each tank and soil samples were collected from three ground stains. Samples were shipped to the Houston Lab for analysis.

Of special note here is that Scoggins of Oklahoma is the buyer of his waste oil. He said he sells to no one else and that it amounts to about 1400 gallons per year. (Reference TSCA Docket No VI-15C)

SAMPLE POINTS



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VI
1201 ELM STREET
DALLAS, TEXAS 75270

TSCA NOTICE of INPSECTION

Inspector's Name & Address	Name of Firm
R. P. McLaughlin (6ES-SH)	FRANK J. Doyle
Inspector's Signature	Firm Address Fannin County
R P McLaughlin	Ex. 6 Personal Privacy (PP)
Title TSCA Field Inspector	Leonard, Texas 75452
	Date 30 August 1983 Time 1030

REASON FOR INSPECTION

Under the authority of Section 11 of the Toxic Substance Control Act

[X] For the purpose of inspecting (including taking samples, photographs, statements, and other inspection activities) an establishment, facility, or other premises in which chemical substances or mixtures or articles containing same are manufactured processed or stored, or held before or after their distribution in commerce (Including records, files, papers, processes, controls, and facilities) and any conveyance being used to transport chemical substances, mixtures, or articles containing same in connection with their distribution in commerce (including records, files, papers, processes, controls, and facilities) bearing on whether the requirements of the Act applicable to the chemical substances, mixtures, or articles within or associated with such premises or conveyance have been compiled with.

[ ] In addition, this inspection extends to (circle appropriate letters):

(A) Financial data
(B) Sales data
(C) Pricing data
(D) Personnel data
(E) Research data

The nature and extent of inspection of such data specified in A through E above as follows:

TSCA Inspection
Confidentiality Notice

It is possible that EPA will receive public requests for release of the information obtained during inspection of the facility above. Such requests will be handled by EPA in accordance with provisions of the Freedom of Information Act (FOIA), 6 U.S.C. 552; EPA regulations issued thereunder, 40 CFR Part 2; and the Toxic Substances Control Act, Section 14. EPA is required to make inspection data available in response to FOIA requests unless the Administrator of the Agency determines that the data contains information entitled to confidential treatment.

Any or all the information collected by EPA during the inspection may be claimed confidential if it relates to trade secrets or commercial or financial matters that you consider to be confidential. If you make claims of confidentiality, EPA will disclose the information only to the extent, and by means of the procedures, set forth in the regulations (cited above) governing EPA treatment of confidential information. Amoung other things, the regulations require that EPA notify you in advance of publicly disclosing any information you have claimed and certified confidential.

To Claim Confidential Information

To claim information confidential, you must certify that each claimed item meets all of the following criteria:

1. Your company has taken measures to protect the confidentiality of the information, and it intends to continue to take such measures.

2. The information is not, and has not been, reasonably obtainable without your company's consent by other persons (other than governmental bodies) by use of legitimate means (other than discovery based on a showing of special need in a judicial or quasi-judical proceeding).

3. The information is not publicly available elsewhere.

4. Disclosure of the information would cause substantial harm to your company's competitive position.

At the completion of the inspection, you will be given a receipt for all documents, samples, and other materials collected. At that time, you may make claims that some or all of the information is confidential and meets the four criteria listed above.

If you are not authorized by your company to make confidentiality claims, this notice will be sent by certified mail, along with the receipt for documents, samples, and other materials to the Chief Executive Officer of your firm within two days of this date. The Chief Executive Officer must return a statement specifying any information which should receive confidential treatment.

The statement from the Chief Executive Officer should be addressed to:

John West, DCO (6AW-P)
EPA Region 6
1201 Elm Street
Dallas, Texas 75270

and mailed by registered, return-receipt-requested mail within seven (7) calendar days of receipt of this Notice.

Failure by your firm to submit a written request that information be treated as confidential, either at the completion of the inspection or by the Chief Executive Officer within the seven-day period, will be treated by EPA as a waiver by your company of any claims for confidentiality regarding the inspection data.

To be completed by facility official receiving these notices.

I have received and read the Notice of Inspection and Confidentiality Notice.

If there is no one on the premises of the facility who is authorized to make business confidentiality claims for the firm, a copy of this Notice and other inspection materials will be sent to the company's chief executive officer. If there is another company official who should also receive this information, please designate below.

Name Frank P. Doyle	Name
Title Property Owner	Title
Signature	Address
Date 08-30-83	

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VI
1201 ELM STREET
DALLAS, TEXAS 75270

08-30-83
(Date)

RECEIPT FOR SAMPLES

NAME AND TITLE OF EPA REPRESENTATIVE: R. P. McLaughlin (6ES-SH)
TSCA Field Inspector
(Signature)

SAMPLES COLLECTED:

SAMPLE NUMBER	TIME	PLACE COLLECTED	TYPE	VOLUME	SPLIT SAMPLE REQUESTED	SPLIT SAMPLE PROVIDED
01	1100	500 gal tank	Oil	4 oz	No	No
02	1115	900 gal tank	Oil	2 oz	No	No
03	1120	SW cerner	Soil	8 oz	No	No
04	1130	Midway W border	Soil	8 oz	No	No
05	1140	NW corner	Soil	8 oz	No	No

ACKNOWLEDGEMENT OF FACILITY REPRESENTATIVE

The undersigned acknowledges that the samples described above have been collected.

NAME, TITLE AND ADDRESS OF FACILITY REPRESENTATIVE:
Frank P. Doyle (214)587-3342

Ex. 6 Personal Privacy (PP)

(Signature)

8-30-83
(Date)

DISTRIBUTION: One copy facility representative
One copy for inspector's records
Original to Regional Office

Mr. Frank Bryan

I thought it interesting that you requested an audit on this facility and I was not at least notified! Ward M. 7/26/93

SOUTHWESTERN ELECTRIC POWER COMPANY
A Member of the Central and South West System

FOR COMPANY BUSINESS ONLY

SUBJECT: F.J. Doyle Junk Transformer Salvage Audit DATE: July 8, 1993

FROM:	John Flood	252 (EXT.)	Environmental (DEPT.)	Arsenal Hill (LOCATION/ROOM)
TO:	Frank Bryan		Construction (DEPT.)	412M (LOCATION/ROOM)

At your request, Brian Whatley and I conducted an audit of F.J. Doyle Junk Transformer Salvage in Leonard, Texas on June 24, 1993. Mr. Doyle accompanied us on the facility inspection and afterwards answered our questions satisfactorily.

Our impressions of his business are:

1. The site is small but fairly well maintained considering the nature of his business. He had recently constructed a concrete containment structure around his aboveground waste transformer oil tanks and indicated that he planned to build a roof over the area. His tanks do not meet the minimum volume requirements for an SPCC plan. We were able to identify many transformers on his yard that came from SWEPCO. His primary business is metal recovery from the transformers; however, some transformers are taken to rewinders then sold for reuse.

2. Several wastes are generated in the transformer dismantling and metal recovery processes. One is ash from a burn-out oven and the other is waste transformer oil. These wastes are regulated under the Texas Water Commission (TWC) Industrial Solid Waste Regulations. Mr. Doyle does not have the proper registrations nor waste management controls in place to properly manage these wastes.

3. Mr. Doyle does not have an adequate recordkeeping system. He told us that he receives documentation with each load of transformers stating that the PCB concentration of each unit is < 50 ppm PCBs. However, he only keeps these records until the transformers are paid for. Two or three years ago he was inspected by EPA or TWC (he was not sure which one). When the inspectors arrived at his site, one of them suited up and they began collecting soil samples around his transformer storage yard and home. Sometime later he was notified that the samples were clean. He did not have the names of the inspectors, which agency they were from, photos, or a report of the inspection.

In order for us to recommend that SWEPCO continue doing business with F.J. Doyle, we feel that Mr. Doyle should:

1. Obtain a Texas Water Commission generator ID number for generating solid waste in Texas.

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7/20/93 8:00 AM

Frank Doyle called -

said he has retained Worldwide consultants, of Dallas, TX (214-329-0052) to prepare his requests for:

Transporter ID
Generator ID
waste codes
- ash
- oil.

They are trying to file the requests with TWC by the end of this week.

We can call ~~[illegible]~~ Worldwide if we have any questions.

B.W.

7-23-93 2:00 pm
Frank Doyle called to tell me that he has obtained a temporary transporter ID on FFFFF. He has applied for a generator ID + waste codes for his waste. Will keep us posted.

ED 005335_00000071-00033

Phone Memo 8-13-93 3:45 pm

I informed Frank of the findings of our audit on 6-24-93. He said that he would contact TWC + get the necessary applications to complete. I asked him to keep me posted + call if I could help.

[illegible]

F.T. Doyle Leonard, TX 6-24-93 10:30 am

Oil tank in cartonmat built in 92 approx.
2 - 500's, 1 - 275, 500 gal tank eliminated

EPA
TWC Ft. Worth visited 2-3 years sampled - no response

Auto Transformer from Henderson
40 45 gal oil capacity - drained, non PCB label

Same xfmr sold to rewinder for reuse

McKinney junk take all junk iron.
Oil dry & lime pit is empty done

Leonard High School across street on Poplar

Auto fuse load upon 1st of Oct, $7.15 big on scale charge,
$4.00 local scale chg.

Call Malcolm to get file on F.T. Doyle. Contract,
permits, insurance

BB 12 over - Bogco - no ash produced. TARB
does not require permit now.

Ex. 6 Personal Privacy (PP) - works in ship. Ex. 6 Personal Privacy (PP) -
Ex. 6 Personal Privacy (PP) also work. They are in Houston
visiting HLP today.

000015

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No EPA I.D. no, no Tax generator I.D.

Scoggins picks up oil / no paperwork

City of Gladewater - has not had their business in 1 yr.

P.S.O - no business in 2 yrs. Now going to OKla. as Valley Electric Power

Yazoo ~~City Scrap~~ in Mississippi 2 loads / yr.

Louisiana Power + Light

Local officials

- City administrator + all others the same

A + 15 6 ft fence

3 x 2 x 2 ft deep concrete pit in shop. Excess oil pumped from pit to tanks.

32 barrels of brass on site

10 - 12 barrels scrap aluminum

1 E. rolloff for long iron, 1 rolloff for short iron.

Cut dust in drums - 3 - in shop

Approx 2 barrels of oil / yr from burner + broken porcelain disposed of at farm

Transformers come in with paperwork showing correctation, etc. Mr. Doyle ~~do~~ keeps paper until transformers are paid for.

Brian Edwards calls on large xfmrs. Don Hill in Longview, Simmie Hutchinson in Longview, Curtis Harcock in Texarkana

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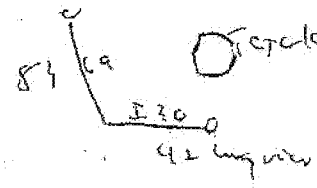

120 miles to Sipat

xfers bid by Eva on contract per year.
Contract now expired.

TAC B Jorge Ibarra Engineering Specialist
817 - 732 - 5531 6421 Camp Bowie Blvd Suite 312
Ft. Worth TX 76116

SOUTHWESTERN ELECTRIC POWER COMPANY
A Member of the Central and South West System

FOR COMPANY BUSINESS ONLY

SUBJECT: SCRAP TRANSFORMERS DATE: MAY 6, 1991

COMPANY WIDE

FROM: A. M. SMOAK 417 (EXT.) G. O. ENGR. (DEPT.) RM. 424 (LOCATION/ROOM)

TO: MIKE JONES PURCHASING (DEPT.) RM. 1015M (LOCATION/ROOM)

Please prepare a bid request for scrap transformers generated by SWEPCO. The present contract with F. J. Doyle scrap metal expires May 31, 1991.

I am including a revised copy of the bid letter from 1989, a suggested bidders list and a blank contract (M 91) to be included with each bid request. I recommend that the contract be for one year with an option to extend for an additional year. Once the successful bidder is selected, an environmental audit of that facility might be required to ensure that materials are handled in an environmentally sound manner. Note that Yaffee Iron & Metal Company, Inc. was not included on the bidders list because of problems found during an environmental assessment visit in 1989 by Bruce Wright.

am Smoak

jsg

Enclosures

c: J. C. ALLEN
BRIAN BOND
CHRISTY GREEN
J. WARD MARTAINDALE

5/8/91

I ASKED MALCOM TO CHECK WHETHER THEY WERE STILL INTERESTED IN HAVING ME VISIT ROLLINS OR ANY OTHER SITES IN AREA IN THE LAST WEEK OF MAY — IF SO I'D MAKE TRAVEL ARRANGEMENTS. HE SAID HE THOUGHT SO BUT WOULD CHECK WITH WARD.

BW

000055

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XC: Jay Pruett
2-16-89

Southwestern Electric Power Company
P. O. BOX 21106 · SHREVEPORT, LOUISIANA 71156

RECEIVED
FEB 14 1989
OFFICE OF
J. W. MARTAINDALE

February 14, 1989

Mr. F.J. Doyle
F.J. Doyle Scrap Metal
P.O. Box 312
Leonard, TX 75452

Dear Mr. Doyle:

You are invited to bid on our Scrap Transformer Program for the period March 15, 1989 through March 15, 1990, with an option year through March 15, 1991.

1) QUANTITY - Our volume of scrap transformers is expected to be approximately 800 to 900 units per year. These figures are estimates only.

2) SIZE & TYPE- Scrap transformers generally vary in size from 1 kVA to 1,000 kVA, with an occasional larger unit. Most of these units will be pole type transformers, with some 1Ø pad-mounted units and a few 3Ø pad-mounted units.

3) LOCATIONS - Scrap transformers will be collected by SWEPCO at the following locations:

a) 6130 Union Street
Shreveport, LA 71108

b) 1221 Karnes Road
Longview, TX 75604

c) 3708 West 7th Street
Texarkana, TX 75501

d) 101 W. Township St.
Fayetteville, AR 72703

4) CONDITION OF UNITS - All scrap transformers will be drained of oil by SWEPCO prior to shipment to dealers' facilities. Some units may contain residual oil only. Only units tested at less than 50 ppm PCB content will be scrapped.

5) DISPOSAL - All transformers shipped to the scrap facility are to be dismantled and processed as scrap material only. No transformers are to be reused or resold intact to another party.

6) PRICES - Bids are requested based on the following closing prices as published in American Metal Market:

Refiners Copper Scrap - Light Copper
Brass Ingot Makers Scrap - Yellow Brass Solids
Secondary Smelters' Scrap Aluminum - Mixed Clips
Scrap Iron & Steel - No. 2 heavy melt - St. Louis

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The figures used shall be those published the Monday following the date transformers are picked up.

Optional pricing methods will be considered; however, bids based on these closing prices are also requested to aid with fair evaluations.

7) OPTIONAL TRAILERS - As an option, empty flatbed trailers are requested for each location so that units to be scrapped can be loaded on an as needed basis. The dealer will be notified when the trailer is filled. An empty trailer is to be delivered when the filled trailer is picked up. It shall be the responsibility of the dealers driver to secure all units prior to leaving SWEPCO's property.

8) PAYMENTS - Payments for all scrap transformers are to be made within thirty (30) days after units are picked up. All payments should be made by check payable to SWEPCO, mailed to Purchasing Department, P.O. Box 21106, Shreveport, LA 71156. The total number of units picked up and the location of the units must be included with the payment.

9) CONTRACT - This work will be covered by the enclosed general contract (M-89). Please refer to it for general terms and conditions, insurance requirements, etc.

Bids must be received in SWEPCO's Purchasing Department on or before 2:00 p.m., March 7, 1989, if they are to receive consideration. Please seal you bid in the enclosed envelope and return it to me at the above address.

Bids will be opened privately at 2:00 p.m., March 7, 1989. We reserve the right to reject any and all proposals. If you have any questions, please call me at (318) 222-2141, extension 332 or Ward Martaindale, extension 416.

Sincerely,

Robert D. Mabry

Robert D. Mabry
Assistant Purchasing Agent

smt

Enclosures

cc: H.E. Jennings
J.W. Martaindale
K.G. Lawrence
M.K. Beasley
G.A. Shows
F.D. Jones

FD-005335-00000071-00040

Southwestern Electric Power Company
P. O. BOX 21106 · SHREVEPORT, LOUISIANA 71156

February 14, 1989

COPY

Mr. F.J. Doyle
F.J. Doyle Scrap Metal
P.O. Box 312
Leonard, TX 75452

Dear Mr. Doyle:

You are invited to bid on our Scrap Transformer Program for the period ~~March 15, 1989~~ JUNE 1, 1989 through ~~March 15, 1990,~~ JUNE 1, 1990 with an option year through ~~March 15, 1991.~~ JUNE 1, 1991

1) QUANTITY - Our volume of scrap transformers is expected to be approximately 800 to 900 units per year. These figures are estimates only.

2) SIZE & TYPE- Scrap transformers generally vary in size from 1 kVA to 1,000 kVA, with an occasional larger unit. Most of these units will be pole type transformers, with some 1Ø pad-mounted units and a few 3Ø pad-mounted units.

3) LOCATIONS - Scrap transformers will be collected by SWEPCO at the following locations:

a) 6130 Union Street
Shreveport, LA 71108

b) 1221 Karnes Road
Longview, TX 75604

c) 3708 West 7th Street
Texarkana, TX 75501

d) 101 W. Township St.
Fayetteville, AR 72703

4) CONDITION OF UNITS - All scrap transformers will be drained of oil by SWEPCO prior to shipment to dealers' facilities. Some units may contain residual oil only. Only units tested at less than 50 ppm PCB content will be scrapped.

5) DISPOSAL - All transformers shipped to the scrap facility are to be dismantled and processed as scrap material only. No transformers are to be reused or resold intact to another party.

6) PRICES - Bids are requested based on the following closing prices as published in American Metal Market: /Kva

Refiners Copper Scrap - Light Copper
Brass Ingot Makers Scrap - Yellow Brass Solids
Secondary Smelters' Scrap Aluminum - Mixed Clips
Scrap Iron & Steel - No. 2 heavy melt - St. Louis

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~~The figures used shall be those published the Monday following the date transformers are picked up.~~

~~Optional pricing methods will be considered; however, bids based on these closing prices are also requested to aid with fair evaluations.~~

7) OPTIONAL TRAILERS - As an option, empty flatbed trailers are requested for each location so that units to be scrapped can be loaded on an as needed basis. The dealer will be notified when the trailer is filled. An empty trailer is to be delivered when the filled trailer is picked up. It shall be the responsibility of the dealers driver to secure all units prior to leaving SWEPCO's property.

8) PAYMENTS - Payments for all scrap transformers are to be made within thirty (30) days after units are picked up. All payments should be made by check payable to SWEPCO, mailed to Purchasing Department, P.O. Box 21106, Shreveport, LA 71156. The total number of units picked up and the location of the units must be included with the payment.

9) CONTRACT - This work will be covered by the enclosed general contract (M-~~89~~ 86). Please refer to it for general terms and conditions, insurance requirements, etc.

Bids must be received in SWEPCO's Purchasing Department on or before 2:00 p.m., ~~March 7, 1989,~~ May 7, 1991 if they are to receive consideration. Please seal you bid in the enclosed envelope and return it to me at the above address.

Bids will be opened privately at 2:00 p.m., ~~March 7, 1989~~ May 17 1991. We reserve the right to reject any and all proposals. If you have any questions, please call me at (318) 222-2141, extension 332 or ~~Ward Martaindale~~ Malcolm Smoak, extension ~~416.~~ 417

Sincerely,

Robert D. Mabry

Robert D. Mabry
Assistant Purchasing Agent

smt

Enclosures

cc: H.E. Jennings
J.W. Martaindale
K.G. Lawrence
M.K. Beasley
G.A. Shows
F.D. Jones

ED_005335_00000071-00042

SUGGESTED 1991 SCRAP TRANSFORMER BID LIST

check out

~~Mr. Wendell Gathright~~
~~Rixey Iron & Metal Company~~
~~8033 Old Jacksonville Highway~~
~~North Little Rock, AR 72117~~

→ Ask Mary Ann if we have a system credit on them. They bid in 1991.

Mr. F. J. Doyle
F. J. Doyle Scrap Metal
ok P. O. Box 312
Leonard, TX 75452

~~Mr. Steve Pickens~~
~~Greenville Transformer Company~~
~~P. O. Box 845~~
~~Greenville, TX 75401~~

Mr. Dan Smith
Soloman Electric Supply, Inc.
ok P. O. Box 245
Soloman, KS 67480

~~Mr. James H. Pinkert~~
~~KUROK Corp.~~
~~1419 Lake Cook Road, Suite 210~~
~~Deerfield, IL 60015~~

~~Ms. Paulette Vest~~
~~Vest Metals~~
~~Route 6, Box 33~~
~~Hartselle, AL 35640~~

Mr. Doug Robinson 1-800-562-6929
Delta-Y Electric Co.
ok P.O. Box 106
Corning, AR 72422

Scott ? GE. Call & ask him if he can refer us to any scrap xfmr dealers.

~~Grand Scrap — contact them~~

Mr. Tom Adam
ok Grand Scrap Material Co.
P.O. Box 454 200 McNeil St.
Shreveport, LA 71101

ED_005335_00000071-00043

Southwestern Electric Power Company

A Member of the Central and South West System

Shreveport

PICKEDUP 8-1-94

To Whom it may concern:

This lot of transformers, 76 units, 2412.5 KVA has been sold to F. J. Doyle Scrap Metal located in Leonard, Texas. There is no oil in these transformers and they are classified as non pcb. These transformers were purchased under Contract #2715.

Hubert N. Williams
Southwestern Electric Power Company
6130 Union Street
Shreveport, LA 71108
318 862-2177

HNW:jg
xc: File

Form No. 6037

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

NO. _____

DATE July 25, 19 94

CHARGE F9999 1000 WO20001168 0001
F9999 1000 WO20001371 0001

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired CREDIT _____

EQ. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
63224 ✓	831058643	RTE	PM	50	19.9	240/120	1983	1888	34	398-77-50
32543 ✓	1863759	ME	CSP	15	7200	120/240	1959	358	58	398-23-15
25409 ✓	1979539	ME	CSP	10	7200	120/240	1961	273	32	398-23-10
56371 ✓	2781954-25	CM	1BCV	25	19.9	120/240	1978	480	05	398-17-25
69119 ✓	P458106-YTC	GE	1BCV	25	19.9	120/240	1988	949	04	398-17-25
56370 ✓	2782193-4	CM	1BCV	25	19.9	120/240	1978	480	05	398-17-25
9355 ✓	5927534	WH	Conv	5	7200	120/240	1951	153	22	398-13-05
21394 ✓	1840730	ME	CSP	15	7200	120/240	1959	358	58	398-23-15
52208 ✓	4650391006	Kuhl	CSP	15	7200	120/240	1976	399	37	398-23-15
11167 ✓	18958-10	Penn	1BCV	10	7200	120/240	1952	229	53	398-13-10
32937 ✓	5X45785	Wag	CSP	10	7200	120/240	1967	220	80	398-23-10
37020 ✓	J157845Y69A	GE	CSP	50	7200	120/240	1969	514	79	398-23-50
38147 ✓	D-27517	ME	PM	50	7200	240/120	1969	739	91	398-73-50
22515 ✓	1860944	ME	Conv	10	7200	240/480	1959	247	05	398-13-10
19016 ✓	156[illegible]719	ME	CSP	25	7200	120/240	1957	494	75	398-23-25
25312 ✓	197[illegible]20	ME	CSP	10	7200	120/240	1961	273	[illegible]	398-23-10
35849 ✓	407[illegible]	WH	Conv	25	7200	120/240	1955	[illegible]		398-13-25
6980 ✓	202[illegible]77	ME	Conv	25	7200	240/480	1963	3[illegible]		398-13-25
1177 ✓	183[illegible]8	ME	CSP	15	7200	120/240	1958	[illegible]		398-23-15

TRANSFERRED BY _____ SIGNED _____

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343 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY
TRANSFORMER TRANSFER REPORT

L.A. NO. _____

DATE July 29, _____

CHARGE 99999 1080 1000 WO20000794 0001

TRANSFERRED FROM Shreveport, LA (Bremco) TRANSFERRED TO Retired

CREDIT 99999 1070 1000 WO20001371 0001

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC	DATE PURCHASED	COST	
170 ✓	B437919	GE	Conv	50	7200	240/480	1957	356	00
3655 ✓	B830875	GE	CSP	3	7200	120/240	1955	130	50
396 ✓	8292143	GE	CSP	10	7200	120/240	1954	190	71
2980 ✓	76334	Ark.Elec	1BCV	7.5	7200	120/240	1962	137	50
1734 ✓	90847	RTE	1BCV	7.5	7200	120/240	1952	212	52
5973 ✓	26854-3672	How	1BCV	10	14.4/7	2120/240	[illegible]	[illegible]	00
2094 ✓	116092	Jimelco	1BCV	7.5	7200	120/240	[illegible]	167	00
3435 ✓	5U45774	Wag	1BCV	10	7200	120/240	[illegible]	152	20
4922 ✓	683016521	RTE	1BCV	10	7200	120/240	1968	169	00
388 ✓	5K44294	Wag	Conv	3	7200	120/240	[illegible]	94	50
4390 ✓	5W15256	Wag	Conv	5	7200	240/480	[illegible]	97	80
9832 ✓	91A243874	WH	Conv	10	7200	240/480	[illegible]	414	28
4439 ✓	5W72041	Wag	Conv	10	7200	240/480		126	90
5132 ✓	5X64216	Wag	1BCV	10	7200	[illegible]		[illegible]	00
2290 ✓	8229520	GE	CSP	10	7200	[illegible]		[illegible]	71
1258 ✓	2671983	AC	CSP	3	7200	120/240		133	46
150 ✓	8429600	GE	CSP	7.5	7200	120/240	[illegible]	174	42
1853 ✓	99859	RTE	1BCV	10	7200	120/240	[illegible]	[illegible]	70
1678 ✓	D639881-58Y	GE	CSP	10	7200	120/240		[illegible]	

TRANSFERRED VIA _____

ED 005335 00000071-00046

303 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

J. E. NO. _____

DATE July 26, 19 94

CHARGE F9999 1080 1000 WO20001168 0001

CREDIT F9999 1070 1000 WO20001371 0001

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Re[illegible]

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
52957 ✓	1762618-3	CM	CSP	15	7200	120/240	1976	399	37	398-23-15
44828 ✓	2721458-11	CM	CSP	25	7200	120/240	1972	336	26	398-23-25
55735 ✓	2782390-14	CM	CSP	50	7200	120/240	1978	844	41	398-23-50
54247 ✓	2773031-4	CM	Conv	50	7200	120/240	1977	656	46	398-13-50
50222 ✓	4601071010	Kuhl	CSP	25	7200	120/240	1974	384	23	398-23-25
48570 ✓	74110894	Wag	CSP	25	7200	120/240	1974	384	23	398-23-25
66111 ✓	2852333-15	CM	Conv	50	7200	120/240	1985	1229	43	398-13-50
67641 ✓	86A503262	WH	Conv	50	7200	120/240	1987	1280	73	398-13-50
63144 ✓	83A222371	WH	CSP	25	7200	120/240	1983	860	76	398-23-25
53328 ✓	76A453106	WH	CSP	15	7200	120/240	1977	385	01	398-23-15
49223 ✓	2732802-6	CM	Conv	50	7200	120/240	1974	543	85	398-13-50
45097 ✓	27211555-47	CM	CSP	50	7200	120/240	1972	518	43	398-23-50
63564 ✓	841000192	RTE	Conv	37.5	7200	240/480	1984	1103	29	398-13-37
22079 ✓	1759841	ME	Conv	167	7200	120/240	1959	1633	40	398-13-87
22273 ✓	1760228	ME	Conv	167	7200	120/240	1959	1633	40	398-13-87
47762 ✓	L140826Y[illegible]MA	GE	[illegible]	50	7200	120/240	1973	637	44	398-73-50
46055 ✓	3032191[illegible]	[illegible]	[illegible]	100	7200	120/240	1973	976	86	398-73-80
46126 ✓	1731152-[illegible]	GE	[illegible]	75	7200	120/240	1973	864	94	398-73-75
57041 ✓	M486407[illegible]PA	GE	[illegible]	75	19.9	120/240	[illegible]	1890	60	398-77-75

TRANSFERRED VIA _____

SIGNED [illegible]

ED_005335_00000071-00047

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

J. E. NO. _____

DATE [illegible]

F9999 1080 1000 W0200 168 0001

CHARGE _____

Shre[illegible], LA — Retired F9999 1070 1000 W0200 171 0001

TRANSFERRED FROM _____ TRANSFERRED TO _____ CREDIT _____

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
27570	2018082	ME	CSP	25	7200	120/240	1963	349	09	398-23-25
56699 ✓	1785482-3	CM	PM	167	7200	240/120	1979	2490	59	398-73-87
58729 ✓	1802340-10	CM	PM	50	19.9	240/120	1980	1398	90	398-77-50
54684 ✓	2781469-1	CM	Conv	37.5	7200	120/240	1978	643	28	398-13-37
56518	1785070-3	CM	Conv	15	7200	240/480	1979	455	83	398-13-15
61105 ✓	821094430	BBE	Conv	25	7200	240/480	1983	901	30	398-13-25
57954 ✓	2793313-3	CM	Conv	25	7200	120/240	1980	462	42	398-13-25
45096 ✓	2721555-20	CM	CSP	50	7200	120/240	1972	518	43	398-23-50
88212	P279484-YSB	GE	Conv	37.5	7200	240/480	1987	1057	86	398-13-37
55463 ✓	2781087-22	CM	CSP	25	7200	120/240	1978	542	13	398-23-25
74330 ✓	93NF330004	Cooper	Conv	50	7200	120/240	1993	1075	54	398-13-50
48999 ✓	4731513-6	CM	CSP	50	7200	120/240	1974	595	61	398-23-50
45024 ✓	72312270	Wag	CSP	25	7200	120/240	1972	336	26	398-23-25
71414 ✓	90A242509	ABB	Conv	15	7200	240/480	1990	648	99	398-13-15
57172 ✓	2792252-6	CM	Conv	15	7200	240/480	1979	455	83	398-13-15
65065 ✓	2843538-9	CM	Conv	25	7200	240/480	1985	859	87	398-[illegible]
[illegible]	2761619-51	CM	CSP	25	7200	120/240	1976	460	28	398-[illegible]
[illegible] ✓	1752361-22	CM	CSP	15	7200	120/240	1976	399	37	398-[illegible]
[illegible] ✓	3040531B3	K[illegible]	CSP	25	7200	120/240	1973	364	52	398-[illegible]

TRANSFERRED VIA _____ SIGNED _____

ED_005335_00000071-00048

Southwestern Electric Power Company

FOR COMPANY BUSINESS ONLY

SUBJECT Scrap Transformers DATE 6-21-87

LOCATION 6130 Union St Shreveport La

This lot of transformers, 116 has been sold to F.J. DOYLE Scrap metal, located in Leonard Texas. There is no oil in these units.

Mr Doyle bought these transformers under contract # 7797.

H W Fallin
Southwestern Elec power co
6130 Union St
Shreveport, La
318 - 861-2471

Southwestern Electric Power Company
P. O. BOX 21106 · SHREVEPORT, LOUISIANA 71156

May 9, 1990

Mr. Frank J. Doyle
P. O. Box 312
Leonard, TX 75454

Dear Mr. Doyle:

As we discussed by telephone yesterday, each of the divisions are pleased with the service provided by your company in salvaging junk, Non-PCB transformers, and we are interested in exercising our option to extend the contract between SWEPCO and your company one year to May 30, 1991.

We look forward to continuing our good work relationship during the next year. If you have any questions, please let me know.

Sincerely,

J. W. MARTAINDALE
Supervisor-Distribution Operations
SWEPCO

jsg

xc: J. C. ALLEN
THOMAS J. EPPERSON

Southwestern Electric Power Company
P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

June 1, 1989

Mr. Frank J. Doyle
F. J. Doyle Scrap Metals
P. O. Box 312
Leonard, TX 75454

Dear Mr. Doyle:

Attached is a fully executed contract between Southwestern Electric Power Company and F. J. Doyle Scrap Metals for the purchase of scrap transformers during the year 1989.

If you should have any questions, please call.

Sincerely,

J. W. MARTAINDALE
Supervisor-Distribution Operations
SWEPCO

jsg

Attachment

(B) That it has taken affirmative action to insure that applicants for employment by it and its employees are dealt with without regard to race, color, religion, sex, or national origin.

(13) This contract shall cover request for Quotation 7292 _____ _____.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be executed in quadruplicate by their proper officers this the 30th day of May, 1989.

CONTRACTOR:

F. J. Doyle Scrap Metals

BY F J Doyle 5/1/89 DATE

TITLE Owner

WITNESS: Janice Peirson

WITNESS: Charlene Sule

SOUTHWESTERN ELECTRIC POWER COMPANY

J. C. Allen 5/26/89 DATE

DIRECTOR-TRANSMISSION & DISTRIBUTION ENGINEERING

WORK ORDER NO._____ Distribution

_____ Transmission

CHECKED & APPROVED:

Division Robert Wolcher

Division Jerry C. Martin

Division W. Hall William E. Elmore

Insurance

Manager Distribution Engineering & Operations Harry J. Effner

Manager of Environmental Affairs Jay A. Pruett

R.A. Bahan
Earl Willingham

M - 89

Southwestern Electric Power Company
P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

MAY 10, 1990

To Whom it Concerns:

F. J. Doyle purchased ~~111~~ 86 jm units, totaling ~~2789.5~~ 2385.5 jm KVA, from Swepco May 10, 1990.

GWH by J. Marantò

G. W. Hollis

GWH:jg

ALL ABOVE UNITS NO PCB

J. Marantò

~~29 J 188~~

Southwestern Electric Power Company
P. O. BOX 21106 · SHREVEPORT, LOUISIANA 71156

September 6, 1990

To Whom it may concern:

This lot of transformers, 86 units, 2444.5 KVA has been sold to F. J. Doyle Scrap Metal located in Leonard, Texas. There is no oil in these transformers and they are classified as non pcb. These transformers were purchased under Contract #2527.

G. W. Hollis

Southwestern Electric Power Company
6130 Union Street
Shreveport, LA 71108
318 861-2471

GWH:jg
cc: File

343 Rev. 5/87

TO BE RETIRED

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

F.J. Doyle

PICKED UP 9-6-90 by

556 KVA

J. E. NO. _____

DATE 9- 4 19 90

CHARGE _____

TRANSFERRED FROM _____ TRANSFERRED TO _____ CREDIT _____

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST	
28828	63H4 7672	W.H	CSP	5	7200	120/240		01	01
14456	2982U-4	A C	IB	3	7200	120/240		01	01
7150	5436651	W.H	CSP	10	7200	120/240		01	01
3567	3534014	W.H	CSP	3	12000	120/240		02	13
20006	1566791	MOL	CON	37.5	7200	120/240		02	13
28105	5546676	W.H	CSP	15	7200	120/240		02	13
52921	770459060	W H	PM	50	19.9	240/120		02	13
30132	2099138	MOL	CSP	25	7200	120/240		02	13
23403	1895046	MOL	CSP	5	7200	120/240		02	13
32518	A23186	MOL	CSP	25	7200	120/240		02	13
21687	1849105	MOL	CSP	25	7200	120/240		02	13
19401	1557663	MOL	CON	10	7200	120/240		02	13
46223	1731152-5	CM	PM	75 X	7200	240/120		06	16
19191	1563471	MOL	CSP	25	7200	120/240		06	16
40470	5295961	HC	CSP	50	7200	120/240		06	16
45321	1722413-5	CM	PM	75X	7200	240/120		06	16
3721	3824511	W.H	CSP	5	12000	120/240		06	16
40635	4064791027	KOHL	PM	75X	7200	240/120		06	16
24356	1938958	MOL	CSP	37.5	7200	120/240		06	16

TRANSFERRED VIA _____

SIGNED _____

KVA 331+

375 = 225

-07

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Joe

~~343~~ Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

Picked up 9-6-90 by F. J. Doyle

452.5 KVA

TOTAL $283.63

J. E. NO.

DATE August 9, 19 90

CHARGE 108 8 U99 U99 3 0-6003

Shreveport, LA TRANSFERRED TO Retired CREDIT 107 2 U99 U99 2 331-4003

CO. NO.	O.	MAKE		TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC	DATE PURCHASED	COST		
54461	176234[illegible]-10	CM	0101	CSP	50	7200	120/240	1978	844	59	398-23-50 Primary winding bad order due to lightning.
12041	1334413	ME	0101	Conv	10	7200	120/240	1953	232	30	398-13-10
8948	5876433	WH	0213	CSP	5	7200	120/240	1951	205	98	398-23-05 Secondary winding bad order due to overload.
20328	1570930	ME	0213	Conv	10	7200	120/240	1958	266	97	398-13-10
40832	875609	ME	0213	Conv	15	12000	120/240	1970	242	52	398-14-15
10417	2467693	AC	0213	Conv	25	12000	120/240	1952	397	24	398-14-25
48665	74AC7933	WH	0213	CSP	50	19.9	120/240	1974	661	60	398-27-15
50103	L419483Y74AA	GE	0213	CSP	50	19.9	120/240	1974	661	60	398-27-15
35069	C-13383	ME	0213	CSP	37.5	7200	120/240	1968	522	29	398-23-37
16403	1462647	ME	0213	1BCV	15	7200	120/240	1956	302	78	398-13-15
14794	1413378	ME	0213	Conv	15	7200	120/240	1955	315	47	398-13-15
30269	2075410	ME	0213	CSP	10	7200	120/240	1965	224	75	398-23-10
2375	411220	ME	0616	Conv	50	2400	120/240	1935	410	39	398-11-50 Tank bad order due to corrosion, tank or othe
26499	2019345	ME	0616	Conv	15	7200	120/240	1962	290	87	398-13-15
15844	7755484	WH	0616	Conv	25	7200	120/240	1955	422	52	398-13-25
10983	1307080	ME	0616	1BCV	25	7200	120/240	1952	398	87	398-13-25
14913	1413934	ME	0616	Conv	25	7200	120/240	1955	422	52	398-13-25
24863	1962433	ME	0616	CSP	10	7200	120/240	1961	273	32	398-23-10
10901	1288872	ME	0616	Conv	10	7200	240/480	1952	229	53	398-13-10

TRANSFERRED VIA 452½ KVA

SIGNED [illegible]

ED_005335_00000071-00056

343 Rev. 5/87 Joe

SOUTHWESTERN ELECTRIC POWER COMPANY
TRANSFORMER TRANSFER REPORT

Picked up 9-6-90 by F. J. Doyle
515 KVA

J. E. NO.

DATE August 10, 19 90

CHARGE 108 8 U99 U99 3 0-6003

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired CREDIT 107 2 U99 U99 2 331-4003

CO. NO.	MFG. NO.	MAKE		TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
14864	55B9946	WH	0101	CSP	5	7200	120/240	1955	205	98	Primary winding bad 398-23-05 order due to lightning.
43289	F24934	ME	0101	CSP	25	7200	120/240	1971	354	28	398-23-25
51731	1752177-2	CM	0101	CSP	15	7200	120/240	1975	436	97	398-23-15
12446	1356352	ME	0101	Conv	10	7200	240/480	1953	232	30	398-13-10
10387	1272387	ME	0101	Conv	25	7200	120/240	1952	398	87	398-13-25
33214	A35198	ME	0213	Conv	10	7200	120/240	1967	188	96	Secondary winding bad 398-13-10 order due to overload.
33217	A35194	ME	0213	Conv	10	7200	120/240	1967	188	96	398-13-10
10229	2455929	AC	0213	1BCV	15	7200	120/240	1952	288	08	398-13-15
18130	1513116	ME	0213	CSP	15	7200	120/240	1957	373	08	398-23-15
22151	1863499	ME	0213	CSP	25	7200	120/240	1959	467	56	398-23-25
12590	1355350	ME	0213	Conv	15	7200	240/480	1953	290	37	398-13-15
55660	2782194-4	CM	0213	1BCV	50	19.9	120/240	1978	711	97	398-17-50
17071	1505215	ME	0616	CSP	5	7200	120/240	1956	205	98	Tank bad order due to 398-23-05 corrosion, tank or other.
55312	78JE725288	WH	0616	PM	50	7200	240/120	1978	1184	47	398-73-50
47398	1732699-2	CM	0616	PM	75 X	7200	240/120	1973	864	94	398-73-75
56407	1784149-1	CM	0616	PM	75 X	7200	240/120	1978	1472	79	398-73-75
46126	1731152-12	CM	0616	PM	75 X	7200	240/120	1973	864	94	398-73-75
12650	2092033	AC	0616	Conv	15	2400	120/240	1954	218	00	398-11-15

TRANSFERRED VIA

290 KVA + 3-175=225

SIGNED

ED_005335_00000071-00057

343 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY
TRANSFORMER TRANSFER REPORT

Picked up 9-6-90 by F.J. Doyle
558.5 KVA

J. E. NO.

DATE August 7, 1990 19

CHARGE 108 8 U99 U99 3 0-6003

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired CREDIT 107 2 U99 U99 2 331-4003

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
006 ✓	2018829	ME 0101	Conv	10	7200	120/240	1963	183	83	Primary winding bad 398-13-10 order due to lightning.
812 ✓	4656841015	Kuhl 0101	CSP	25	19.9	120/240	1976	722	66	398-27-25
053 ✓	2008001	ME 0101	CSP	25	7200	120/240	1962	406	85	398-23-25
544 ✓	5S51069	Wag 0213	CSP	10	7200	120/240	1963	219	19	Secondary winding bad 398-23-10 order due to overload.
329 ✓	2044686	ME 0213	CSP	5	7200	120/240	1963	173	22	398-23-05
666 ✓	5511875	WH 0213	CSP	5	7200	120/240	1950	205	98	398-23-05
762 ✓	8717-14-59	WH 0213	CSP	5	7200	120/240	1959	205	98	398-23-05
325 ✓	5141604	WH 0213	CSP	3	7200	120/240	1949	205	98	398-23-05
323 ✓	6583821	WH 0213	CSP	3	7200	120/240	1954	205	98	398-23-05
513 ✓	1359063	ME 0213	1B Cv	25	7200	120/240	1953	397	79	398-13-25
683 ✓	76-313-12	G'ville 0213	Conv	25	2400	120/240	1979	197	43	398-11-25
368 ✓	2823542-1	CM 0605	1B Cv	15	19.9	120/240	1983	806	23	Tank bad order due to 398-17-15 public vandalism, dislodge.
601 ✓	40292-59	Kuhl 0616	PM	75 X	7200	240/120	1971	883	23	Tank bad order due to 398-73-75 corrosion, tank, or other.
736 ✓	2233019	ME 0616	Conv	37.5	7200	120/240	1966	440	22	398-13-37
654 ✓	78JE729373	WH 0616	PM	50	19.9	240/120	1987	2618	33	398-77-50
422 ✓	879984	ME 0616	Conv	15	2400	120/240	1949	186	21	398-11-15
561 ✓	1751482-14	CM 0616	PM	75 X	19.9	240/120	1975	1504	51	398-77-75

TRANSFERRED VIA 258 KVA 1/2 + 2-75 = 150 KVA

SIGNED G. Haller

ED_005335_00000071-00058

343 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY
TRANSFORMER TRANSFER REPORT

J. E. NO.

DATE August 7, 1990 19

CHARGE 108 8 U99 U99 3 0-6003

CREDIT 107 2 U99 U99 2 331-400

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC	DATE PURCHASED	COST		
~~46585~~	1732171-6	CM 0616	PM	75	7200	240/120	1973	864	94	398-73-75
43125	1711889-15	CM 0616	PM	75	7200	240/120	1971	883	23	398-73-75

TRANSFERRED VIA 2-75=150 KVA

SIGNED

ED_005335_00000071-00059

343 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

Picked up 9-6-90 by J. S. Doyle

362.5 KVA

J. E. NO.

DATE July 3, 19 90

CHARGE 108 8 U99 U99 3 0-6003

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired CREDIT 107 2 U99 U99 2 331-40

CO. NO.	MFG. NO.	MAKE		TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC	DATE PURCHASED	COST		
158179-690	1440189	ME	0101	Conv	15	7200	120/240	1955	315	47	Primary winding bad 398-13-15 order due
432709-690	F22640	ME	0101	CSP	15	7200	120/240	1971	293	85	398-23-15 lightning
107849-690	2553683	AC	0101	Conv	5	7200	120/240	1952	155	95	398-13-05
[illegible]	12726-22 ✓	Penn	0101	CSP	[illegible]	7200	120/240	1964	514	74	398-23-37
[illegible]	54625-2685 ✓	How	0110	Conv	[illegible]	7200	240/480	1985	605	48	Primary winding bad 398-13-10 order due
[illegible]	841121612 ✓	RTE	0110	1B CV	[illegible]	19.9	240/480	1984	1006	33	398-17-25 unknown.
[illegible]	4180440 ✓	WH	0210	CSP	[illegible]	12000	120/240	1946	124	46	Secondary winding b 398-14-05 order due
71629-690	5480348	WH	0213	CSP	25	12000	120/240	1949	348	81	398-14-25 unknown. Secondary
408529-690	70384677	Wag	0213	Conv	37.5	7200	120/240	1970	468	09	398-13-37 winding b order due
130259-690	2546706	AC	0213	Conv	15	7200	120/240	1954	310	60	398-13-15 overload.
[illegible]	2761712-10 ✓	CM	0213	Conv	[illegible]	7200	120/240	1976	576	34	398-13-37
[illegible]	H254539-68P ✓	GE	0213	Conv	[illegible]	7200	120/240	1968	1880	16	398-13-95
380349-690	D27506	ME	0616	PM	50	7200	120/240	1969	739	91	Tank bad order due 398-73-50 corrosion
268629-690	12711-4	Penn	0616	Conv	25	7200	120/240	1963	308	52	398-13-25 tank or
[illegible]	12711-28 ✓	Penn	0616	Conv	[illegible]	7200	120/240	1963	308	52	398-13-25
189469-690	1558773	ME	0616	CSP	25	7200	120/240	1957	494	76	398-23-25
[illegible]	1309893 ✓	ME	0616	Conv	[illegible]	7200	120/240	1953	232	30	398-13-10
481969-690	1741573-16	CM	0616	PM	75 X	7200	120/240	1974	1083	66	398-73-75
482009-690	1741573-3	CM	0616	PN	75 X	7200	120/240	1974	1083	66	398-73-75

TRANSFERRED VIA KVA 3/12½ + 2-75 = 150

SIGNED [illegible]

ED_005335_00000071-00060

Southwestern Electric Power Company

A Member of the Central and South West System

Shreveport

PICKEDUP 8-1-94

To Whom it may concern:

This lot of transformers, 76 units, 2412.5 KVA has been sold to F. J. Doyle Scrap Metal located in Leonard, Texas. There is no oil in these transformers and they are classified as non pcb. These transformers were purchased under Contract #2715.

Hubert N. Williams
Southwestern Electric Power Company
6130 Union Street
Shreveport, LA 71108
318 862-2177

HNW:jg
xc: File

SOUTHWESTERN ELECTRIC POWER COMPANY
A Member of the Central and South West System

FOR COMPANY BUSINESS ONLY

SUBJECT: F.J. Doyle Junk Transformer Salvage Audit DATE: July 8, 1993

FROM:	John Flood	252 (EXT.)	Environmental (DEPT.)	Arsenal Hill (LOCATION/ROOM)
TO:	Frank Bryan		Construction (DEPT.)	412M (LOCATION/ROOM)

At your request, Brian Whatley and I conducted an audit of F.J. Doyle Junk Transformer Salvage in Leonard, Texas on June 24, 1993. Mr. Doyle accompanied us on the facility inspection and afterwards answered our questions satisfactorily.

Our impressions of his business are:

1. The site is small but fairly well maintained considering the nature of his business. He had recently constructed a concrete containment structure around his aboveground waste transformer oil tanks and indicated that he planned to build a roof over the area. His tanks do not meet the minimum volume requirements for an SPCC plan. We were able to identify many transformers on his yard that came from SWEPCO. His primary business is metal recovery from the transformers; however, some transformers are taken to rewinders then sold for reuse.

2. Several wastes are generated in the transformer dismantling and metal recovery processes. One is ash from a burn-out oven and the other is waste transformer oil. These wastes are regulated under the Texas Water Commission (TWC) Industrial Solid Waste Regulations. Mr. Doyle does not have the proper registrations nor waste management controls in place to properly manage these wastes.

3. Mr. Doyle does not have an adequate recordkeeping system. He told us that he receives documentation with each load of transformers stating that the PCB concentration of each unit is < 50 ppm PCBs. However, he only keeps these records until the transformers are paid for. Two or three years ago he was inspected by EPA or TWC (he was not sure which one). When the inspectors arrived at his site, one of them suited up and they began collecting soil samples around his transformer storage yard and home. Sometime later he was notified that the samples were clean. He did not have the names of the inspectors, which agency they were from, photos, or a report of the inspection.

In order for us to recommend that SWEPCO continue doing business with F.J. Doyle, we feel that Mr. Doyle should:

1. Obtain a Texas Water Commission generator ID number for generating solid waste in Texas.

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2. Obtain a TWC transporter ID number for transporting solid waste in Texas.

3. Characterize his wastes through lab testing and obtain TWC waste codes to use when disposing of these wastes.

4. Institute a recordkeeping system.

5. Analyze oil sample(s) from storage tanks for PCB content prior to shipment to Scoggins Oil Co.

The five items above would apply to any transformer salvage business in Texas.

John Flood

xc: Brian Bond
Wayne McGee
File

ENCLOSURE 2

EPA COSTS
F. J. DOYLE SALVAGE SUPERFUND SITE

Reconciliation Pending

Itemized Cost Summary

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

REGIONAL PAYROLL COSTS	$187,368.71
REGIONAL TRAVEL COSTS	$1,983.23
EMERGENCY RESPONSE CONTRACTS-SUB (ERC)	
ENVIRONMENTAL RESTORATION, LLC (EPS41604)	$1,656,453.21
ENFORCEMENT SUPPORT SERVICES (ESS)	
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (68-W0-0091)	$1,530.29
TECHLAW (68-W4-0016)	$626.93
ARS ALEUNT REMEDIATION, LLC (EPS51701)	$43,217.00
TOEROEK ASSOCIATES, INC. (EPW10011)	$1,466.00
ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)	
ICF TECHNOLOGY, INC. (68-01-7456)	$306.73
ICF TECHNOLOGY, INC. (68-D1-0135)	$3,368.01
LOCKHEED MARTIN SERVICES, INC. (68-D6-0005)	$9,561.93
RECORDS MANAGEMENT/ DOCUMENT CONTROL	
SCIENCE APPLICATION INT'L CORP. (EPR60801)	$1,640.12
TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT	
ECOLOGY AND ENVIRONMENT, INC. (68-W0-0037)	$39,288.08
TECHNICAL SERVICES AND SUPPORT	
WESTON SOLUTIONS, INC. (EPS51702)	$523,514.20
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	$29,132.15
MISCELLANEOUS COSTS (MIS)	$122.00

Reconciliation Pending

Itemized Cost Summary

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

EPA INDIRECT COSTS	$1,334,115.79
Total Site Costs:	$3,833,694.38

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
BRESCIA, NICOLAS	2019	09	17.00	1,442.29
		10	47.00	3,981.95
			64.00	$5,424.24
BURLESON, JOHN R.	1996	01	5.50	170.15
			5.50	$170.15
CLARK, KENNETH	1995	22	27.00	845.34
		27	1.00	33.36
	1996	02	1.00	33.36
			29.00	$912.06
COMPTON, JOSEPH	1997	23	2.50	81.48
			2.50	$81.48
COOK, BRENDA	2019	05	7.75	618.19
			7.75	$618.19
DELGADO, COURTNEY	2018	25	6.00	433.37
		26	27.00	1,950.17
	2019	01	8.00	532.78
		02	15.00	1,083.43
		03	46.00	3,322.50
		04	23.00	1,661.26
		05	57.00	4,117.03
		06	71.00	5,128.20
		07	31.00	2,192.22
		08	36.00	2,580.78
		10	36.00	2,782.91
		11	27.00	2,089.10
		14	8.00	619.49
		15	12.00	929.23
		16	17.00	1,316.42
		17	6.00	464.63
		19	14.00	1,084.10
		21	10.00	774.69
		23	18.75	1,451.93

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
DELGADO, COURTNEY	2019	24	17.25	1,335.78
		25	18.50	1,388.88
		26	18.50	1,388.88
	2020	02	9.50	726.11
		03	11.50	879.04
		05	10.00	764.32
			554.00	$40,997.25
DOUCET, LISA	1991	16	2.00	30.89
FELDMAN, LISA A.	1998	10	1.00	36.84
			3.00	$67.73
ELFEKY, MAHMOUD	1998	11	6.00	202.59
		12	4.00	135.05
			10.00	$337.64
ENGBLOM, RITA	1996	01	2.00	46.64
			2.00	$46.64
EPPLER, DAVID	2018	14	8.00	592.41
		15	10.00	740.50
		16	8.00	593.18
		17	5.00	370.73
		24	8.00	593.18
		25	29.00	2,150.26
		26	48.00	3,559.05
	2019	01	30.50	2,261.49
		02	13.00	963.91
		03	6.00	444.88
		10	4.00	301.16
		12	3.50	264.39
		13	2.00	151.06
		17	8.00	604.83
		18	17.00	1,285.26
		19	12.00	907.23
		20	10.00	756.05
		22	8.00	604.83

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
EPPLER, DAVID	2019	24	5.50	415.82
		25	8.00	604.83
		26	3.00	226.81
		27	3.00	226.81
	2020	01	6.00	453.62
		03	3.00	230.59
		04	8.00	614.91
		05	8.00	614.91
		06	5.00	383.01
		08	29.00	2,360.96
		09	0.50	40.71
		12	3.00	244.22
		15	2.50	203.53
		16	8.00	651.31
		18	13.00	1,058.36
		19	18.00	1,465.41
		20	10.00	814.12
		21	16.50	1,345.04
		22	21.00	1,709.66
		23	8.00	651.31
			409.00	$31,460.34
FIFE, GREGORY	2017	20	4.00	299.01
			4.00	$299.01
FISHER, KELSEY	2019	06	18.00	630.62
		07	3.50	108.51
		10	9.00	320.47
			30.50	$1,059.60
FLORES, RAYMOND	1998	09	6.00	220.14
			6.00	$220.14
FOSTER, ALTHEA	1999	15	6.50	271.69
		16	14.00	585.10
		17	6.00	233.64
		18	1.00	41.79

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
FOSTER, ALTHEA	1999	22	1.00	41.79
			28.50	$1,174.01
GOROSTIZA, SYLVIA	1995	22	11.00	209.90
	1998	08	2.00	59.83
			13.00	$269.73
HUMPHREY, MARVELYN	1998	11	2.00	72.67
		12	3.00	109.00
		13	4.00	145.33
			9.00	$327.00
JOHNSON, COURTNEY A.	1995	24	1.50	51.70
	1996	01	3.00	103.43
		02	0.25	8.62
			4.75	$163.75
LOESEL, MATTHEW	2019	07	3.50	319.63
			3.50	$319.63
MARTIN, JOHN	2019	04	17.25	1,344.37
		06	8.00	635.14
		08	1.00	77.29
			26.25	$2,056.80
MCMILLIN, RICHARD	1995	22	10.00	341.63
			10.00	$341.63
MINER, L	1991	16	4.00	79.54
		17	16.00	318.14
		18	4.00	79.54
	1995	22	32.00	837.53
			56.00	$1,314.75
MOORE, GARY	2017	23	10.00	758.67
		24	3.50	254.16
	2018	08	4.00	326.96
		09	1.00	81.74

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
MOORE, GARY	2018	10	21.00	1,716.60
		12	8.00	653.98
		13	17.00	1,389.61
		15	9.00	735.67
		16	40.00	3,269.69
		17	3.00	245.23
		19	2.00	163.48
		22	15.00	1,226.15
		23	24.00	1,961.87
		24	32.00	2,615.76
		25	9.00	735.68
		26	50.50	4,127.99
	2019	01	26.00	1,979.43
		02	5.00	408.70
		03	40.00	3,270.24
		04	24.00	1,957.54
		05	56.00	4,365.76
		06	51.50	3,572.55
		08	40.00	3,162.83
		09	54.00	4,598.66
		10	7.00	595.38
		11	32.00	2,725.13
		12	43.00	3,814.10
		13	28.00	2,483.62
		16	11.00	976.88
		17	2.00	177.54
		18	1.00	88.77
		19	10.50	932.06
		23	7.00	621.38
		26	6.00	532.61
	2020	10	2.00	186.46
		11	3.50	326.35
		12	1.50	139.87
		13	19.00	1,771.64
		15	11.50	1,072.32
		16	0.50	46.64

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
MOORE, GARY	2020	17	17.50	1,631.76
		18	8.50	792.59
		19	15.00	1,398.67
		20	11.50	1,072.30
		21	4.50	419.95
		22	1.00	93.23
		23	6.00	559.47
			795.00	$66,037.67
PATEL, ANISH	2019	06	24.00	834.83
		07	3.50	108.51
			27.50	$943.34
PETERSEN, JAY	2019	03	4.00	322.30
		04	7.00	564.02
		05	5.00	402.88
		06	10.00	805.92
		10	8.00	656.66
		11	6.00	492.76
		12	1.00	82.13
		13	0.50	41.06
		18	2.00	164.26
	2020	12	2.50	211.82
			46.00	$3,743.81
RITTER, MELVIN	1991	16	5.00	132.93
		17	7.00	186.09
			12.00	$319.02
ROBERTSON, DAVID	2019	06	9.00	680.53
		10	9.00	760.66
			18.00	$1,441.19
SCHILLING, LEONARD	2018	24	5.00	454.14
		25	9.00	817.45
		26	3.50	317.90
	2019	01	3.00	272.48

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
SCHILLING, LEONARD	2019	02	19.50	1,771.09
		03	7.00	622.01
		04	14.00	1,217.95
		05	19.00	1,652.90
		10	4.00	369.56
		11	3.00	277.66
		12	6.00	555.32
		13	3.00	277.66
		14	1.00	92.63
		15	3.50	324.18
		17	4.00	370.50
		18	3.00	277.87
		19	2.00	185.26
		20	5.00	463.12
		21	1.00	92.75
		22	4.00	370.50
		25	1.00	92.62
		26	1.00	92.63
	2020	08	2.00	194.62
		09	8.00	778.48
		10	11.00	1,096.64
		11	14.00	1,395.72
		12	14.00	1,395.71
		14	2.00	199.39
		15	10.00	996.96
		16	3.00	299.08
		19	3.00	299.07
		20	5.00	498.47
			193.50	$18,122.32
SCHUPPENER, BARBARA	1998	09	6.00	190.99
PATTERSON, BARBARA J.				
			6.00	$190.99
SPENCER, KELVIN	2019	02	1.00	64.87

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
SPENCER, KELVIN	2019	03	2.00	129.74
			3.00	$194.61
STEVENS, KENNETH	1995	22	66.00	1,522.63
	1998	09	27.00	827.39
			93.00	$2,350.02
STRECK, LARRY	1991	16	9.00	213.94
		17	11.00	269.51
			20.00	$483.45
SULLIVAN, ROBERT	1991	02	34.00	669.73
		14	8.00	170.71
		15	8.00	170.71
		17	8.00	170.71
		18	4.00	85.35
		21	24.00	556.44
			86.00	$1,823.65
THEIRL, LISA	1995	22	2.00	63.26
		23	3.25	102.80
		24	7.00	221.38
		25	5.75	181.86
		26	1.25	39.54
		27	0.50	15.81
			19.75	$624.65
TURNER, JAMES	1997	22	0.50	21.98
			0.50	$21.98
TURNER, PHILIP	2018	24	2.00	140.53
		25	1.50	105.41
	2019	02	4.25	298.65
			7.75	$544.59
WARREN, ELIZABETH	1998	08	1.00	29.20

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
MACDOWELL, ELIZABETH	1998	10	2.00	58.42
			3.00	$87.62
WEBSTER, SUSAN	2019	06	6.00	513.14
		10	4.00	365.04
		11	3.00	274.13
		13	1.50	137.08
		18	10.00	963.74
			24.50	$2,253.13
WOOL, LISA	1995	22	27.00	524.90
HURST, LISA D.				
			27.00	$524.90
Total Regional Payroll Costs			2,660.75	$187,368.71

Reconciliation Pending

Headquarters Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs

Reconciliation Pending

Regional Travel Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs
*** Employee Name Not Found ***	T0468291	SV025	03/11/1991	53.56
				$53.56
CLARK, KENNETH	T4029375	000A95209	08/01/1995	32.10
				$32.10
COOK, BRENDA	TAA06NPT	AMP190052	12/07/2018	31.59
	TAA06NPT	AVC190070	12/07/2018	24.00
	TAA06NPT	AVC190126	02/15/2019	14.75
				$70.34
DELGADO, COURTNEY	TAA06GAO	AVC190017	10/09/2018	14.75
	TAA06GAO	AMP190010	10/09/2018	73.13
	TAA06KP8	AMP190034	11/09/2018	65.40
	TAA06KP8	AVC190045	11/09/2018	14.75
				$168.03
FOSTER, ALTHEA	T6636369	ACHA99133	05/17/1999	15.50
				$15.50
MARTIN, JOHN	TAA06NKL	AVC190061	11/28/2018	6.80
	TAA06NKL	AMP190045	11/28/2018	43.60
	TAA06NZR	AMP190050	12/04/2018	43.60
	TAA06NZR	AVC190068	12/04/2018	6.80
	TAA06RMU	AVC190117	02/11/2019	6.80
	TAA06RN3	AVC190117	02/11/2019	6.80
	TAA06RN3	AMP190078	02/11/2019	46.40
	TAA06RMU	AMP190078	02/11/2019	46.40
				$207.20

Reconciliation Pending

Regional Travel Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs
MOORE, GARY	TAA06HEL	AVC190012	10/04/2018	6.80
	TAA06HEL	AMP190009	10/05/2018	170.59
	TAA06IFB	AMP190014	10/15/2018	101.38
	TAA06IFB	AVC190021	10/15/2018	6.80
	TAA06UWA	AMP190099	03/12/2019	157.18
	TAA06UWA	AVC190147	03/12/2019	6.80
	TAA06X3L	AVC190159	03/25/2019	6.80
	TAA06X3L	AMP190108	03/25/2019	316.10
	TAA06ZJQ	AMP190122	04/12/2019	157.18
	TAA06ZJQ	AVC190173	04/12/2019	6.80
	TAA07977	AVC190216	06/12/2019	6.80
	TAA07977	AMP190164	06/12/2019	103.82
	TAA07L0B	AVC190276	08/29/2019	6.80
	TAA07L0B	AMP190220	08/29/2019	52.78
				$1,106.63
ROBERTSON, DAVID	TAA06SUX	AVC190137	02/28/2019	108.75
	TAA06SUX	AMP190091	02/28/2019	221.12
				$329.87
Total Regional Travel Costs				$1,983.23

Reconciliation Pending

Headquarters Travel Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

EMERGENCY RESPONSE CONTRACTS-SUB (ERC)

Contractor Name: ENVIRONMENTAL RESTORATION, LLC

EPA Contract Number: EPS41604

Delivery Order Information

DO #	Start Date	End Date
68HE0618F0308	09/21/2018	08/28/2019

Project Officer(s): LABOMBARD, WILLIAM

Dates of Service: From: 09/21/2018 To: 08/28/2019

Summary of Service: EMERGENCY RESPONSE CONTRACTS-SUB(OSCM)

Total Costs: $1,656,453.21

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
60308-01	12/12/2018	112,927.61	AVC190092	01/22/2019	112,927.61	4,067.77
60308-02	01/10/2019	204,578.24	AVC190094	01/28/2019	204,578.24	7,369.11
60308-03	02/20/2019	603,160.27	AVC190141	03/06/2019	603,160.27	21,726.44
60308-04	03/27/2019	578,189.57	AVC190179	04/22/2019	578,189.57	20,826.97
60308-05	04/30/2019	79,419.09	AVC190200	05/20/2019	79,419.09	2,860.76
60308-06	06/04/2019	14,771.28	AVC190223	06/21/2019	14,771.28	532.08
60308-07	10/08/2019	5,724.17	AVC200020	10/21/2019	5,724.17	206.19
60308-08	11/08/2019	90.40	AVC200049	11/21/2019	90.40	3.26
				Total:	$1,598,860.63	$57,592.58

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

EMERGENCY RESPONSE CONTRACTS-SUB (ERC)

Contractor Name:	ENVIRONMENTAL RESTORATION, LLC
EPA Contract Number:	EPS41604
Delivery Order Information	DO # Start Date End Date 68HE0618F0308 09/21/2018 08/28/2019
Project Officer(s):	LABOMBARD, WILLIAM
Dates of Service:	From: 09/21/2018 To: 08/28/2019
Summary of Service:	EMERGENCY RESPONSE CONTRACTS-SUB(OSCM)
Total Costs:	$1,656,453.21

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
60308-01	AVC190092	Class	0.036021
60308-02	AVC190094	Class	0.036021
60308-03	AVC190141	Class	0.036021
60308-04	AVC190179	Class	0.036021
60308-05	AVC190200	Class	0.036021
60308-06	AVC190223	Class	0.036021
60308-07	AVC200020	Class	0.036021
60308-08	AVC200049	Class	0.036021

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

EPA Contract Number: 68-W0-0091

Delivery Order Information

DO #	Start Date	End Date
6011	03/02/2002	08/16/2002

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 03/02/2002 To: 08/16/2002

Summary of Service:

Total Costs: $1,530.29

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
1260-11	04/12/2002	74,424.24	R2424	05/10/2002	552.06	127.61
1260-13	06/07/2002	84,092.76	R2529	07/03/2002	6.96	1.61
1260-12	06/21/2002	80,311.28	R2557	07/17/2002	420.07	97.10
1260-14	07/03/2002	56,676.83	R2582	08/01/2002	85.55	19.77
1260-15	08/02/2002	45,086.18	R2627	08/28/2002	142.11	32.85
1260-16	08/29/2002	45,111.00	R2683	09/26/2002	36.23	8.37
				Total:	$1,242.98	$287.31

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

EPA Contract Number: 68-W0-0091

Delivery Order Information

DO #	Start Date	End Date
6011	03/02/2002	08/16/2002

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 03/02/2002 To: 08/16/2002

Summary of Service:

Total Costs: $1,530.29

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
1260-11	R2424	Final	0.231150
1260-13	R2529	Final	0.231150
1260-12	R2557	Final	0.231150
1260-14	R2582	Final	0.231150
1260-15	R2627	Final	0.231150
1260-16	R2683	Final	0.231150

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TECHLAW

EPA Contract Number: 68-W4-0016

Project Officer(s): CHAMBERS, CARLENE
HARTIS, KAREN

Dates of Service: From: 07/26/1997 To: 12/25/1998

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $626.93

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
38	09/15/1997	609,745.94	R8023	10/10/1997	171.99	92.46
53	12/15/1998	658,389.43	R9278	01/19/1999	147.10	94.01
54	01/15/1999	561,743.77	R9354	02/23/1999	67.47	53.90
				Total:	$386.56	$240.37

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name:	TECHLAW
EPA Contract Number:	68-W4-0016
Project Officer(s):	CHAMBERS, CARLENE HARTIS, KAREN
Dates of Service:	From: 07/26/1997 To: 12/25/1998
Summary of Service:	ENFORCEMENT SUPPORT SERVICES
Total Costs:	$626.93

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
38	R8023	Final	0.537618
53	R9278	Provisional	0.639109
54	R9354	Final	0.798886

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information

DO #	Start Date	End Date
00001	08/26/2018	06/28/2020
00005	08/26/2018	03/01/2020

Project Officer(s): COLLINS, LA'MONICA
PEARSON, KELLON

Dates of Service: From: 08/26/2018 To: 06/28/2020

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $43,217.00

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
20	10/20/2018	107,979.87	AVC190042	11/06/2018	42.75	14.62
20	10/22/2018	13,016.42	AVC190042	11/06/2018	604.26	206.69
22	12/20/2018	6,668.84	AVC190106	02/04/2019	1,183.21	404.71
23	02/05/2019	107,979.87	AVC190128	02/19/2019	17.83	6.10
23	02/05/2019	7,503.63	AVC190128	02/19/2019	12.66	4.33
24	03/11/2019	53,989.93	AVC190162	03/28/2019	8.92	3.05
25	03/25/2019	55,609.68	AVC190171	04/10/2019	18.36	6.28
26	04/19/2019	111,219.35	AVC190189	05/06/2019	437.61	149.68
27	05/20/2019	111,219.35	AVC190210	06/04/2019	437.61	149.68
28	06/20/2019	11,065.18	AVC190231	07/02/2019	248.88	85.13
28	06/20/2019	111,219.35	AVC190231	07/02/2019	2,141.58	732.52
29	07/20/2019	8,539.16	AVC190257	08/02/2019	466.50	159.56
29	07/20/2019	111,219.35	AVC190257	08/02/2019	1,408.41	481.74
30	08/20/2019	111,219.35	AVC190285	09/09/2019	17,126.87	5,858.19
31	09/20/2019	111,219.35	AVC200007	10/07/2019	4,789.92	1,638.38
32	10/20/2019	111,219.35	AVC200030	11/01/2019	84.40	28.87
00033	11/21/2019	111,219.35	AVC200072	12/12/2019	36.73	12.56
34	12/20/2019	111,219.35	AVC200093	01/09/2020	172.45	58.99
00035	01/22/2020	111,219.35	AVC200129	02/10/2020	592.85	202.78
EPS51701_36_0(	02/20/2020	6,700.35	AVC200156	03/13/2020	1,612.38	551.51
EPS51701_37_0(	03/09/2020	55,609.67	AVC200176	03/27/2020	91.06	31.15
EPS51701_38_0(	03/19/2020	57,279.89	AVC200186	04/02/2020	50.92	17.42
EPS51701_38_0(	03/19/2020	2,989.54	AVC200186	04/02/2020	5.37	1.84
EPS51701_39_0(	04/20/2020	114,559.77	AVC200228	05/11/2020	352.50	120.57

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information

DO #	Start Date	End Date
00001	08/26/2018	06/28/2020
00005	08/26/2018	03/01/2020

Project Officer(s): COLLINS, LA'MONICA
PEARSON, KELLON

Dates of Service: From: 08/26/2018 To: 06/28/2020

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $43,217.00

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
EPS51701_40_0(	05/22/2020	114,559.77	AVC200248	06/04/2020	250.74	85.76
EPS51701_42_0(	07/22/2020	114,559.77	AVC200319	08/13/2020	7.54	2.58
				Total:	$32,202.31	$11,014.69

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information

DO #	Start Date	End Date
00001	08/26/2018	06/28/2020
00005	08/26/2018	03/01/2020

Project Officer(s): COLLINS, LA'MONICA
PEARSON, KELLON

Dates of Service: From: 08/26/2018 To: 06/28/2020

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $43,217.00

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
20	AVC190042	Class	0.342047
20	AVC190042	Class	0.342047
22	AVC190106	Class	0.342047
23	AVC190128	Class	0.342047
24	AVC190162	Class	0.342047
25	AVC190171	Class	0.342047
26	AVC190189	Class	0.342047
27	AVC190210	Class	0.342047
28	AVC190231	Class	0.342047
29	AVC190257	Class	0.342047
30	AVC190285	Class	0.342047
31	AVC200007	Class	0.342047
32	AVC200030	Class	0.342047
00033	AVC200072	Class	0.342047
34	AVC200093	Class	0.342047
00035	AVC200129	Class	0.342047
EPS51701_36_00005	AVC200156	Class	0.342047
EPS51701_37_00001	AVC200176	Class	0.342047
EPS51701_38_00001	AVC200186	Class	0.342047
EPS51701_38_00005	AVC200186	Class	0.342047
EPS51701_39_00001	AVC200228	Class	0.342047
EPS51701_40_00001	AVC200248	Class	0.342047
EPS51701_42_00001	AVC200319	Class	0.342047

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information

DO #	Start Date	End Date
00002	02/23/2014	05/24/2014

Project Officer(s): LABOMBARD, WILLIAM

Dates of Service: From: 02/23/2014 To: 05/24/2014

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $1,466.00

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
49	04/15/2014	187,419.40	AVC140157	05/15/2014	305.59	261.84
52	06/16/2014	154,987.42	AVC140199	07/10/2014	483.93	414.64
				Total:	$789.52	$676.48

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name:	TOEROEK ASSOCIATES, INC.
EPA Contract Number:	EPW10011
Delivery Order Information	DO # Start Date End Date 00002 02/23/2014 05/24/2014
Project Officer(s):	LABOMBARD, WILLIAM
Dates of Service:	From: 02/23/2014 To: 05/24/2014
Summary of Service:	ENFORCEMENT SUPPORT SERVICES
Total Costs:	$1,466.00

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
49	AVC140157	Provisional	0.856825
52	AVC140199	Provisional	0.856825

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: ICF TECHNOLOGY, INC.

EPA Contract Number: 68-01-7456

Project Officer(s): BEASLEY, LYNN
EVANS, RAMONA G.

Dates of Service: From: 09/30/1990 To: 09/29/1991

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: $306.73

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
104	12/23/1991	156,550.66	R2256	02/04/1992	3.71	8.20
JVR9401	05/25/1995	0.00	R9401	05/25/1995	106.83	188.88
112	03/29/1996	132,470.67	R7150	11/22/1996	-0.32	-0.57
				Total:	$110.22	$196.51

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name:	ICF TECHNOLOGY, INC.
EPA Contract Number:	68-01-7456
Project Officer(s):	BEASLEY, LYNN EVANS, RAMONA G.
Dates of Service:	From: 09/30/1990 To: 09/29/1991
Summary of Service:	ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)
Total Costs:	$306.73

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
104	R2256	Final	2.211316
JVR9401	R9401	Provisional	1.768027
112	R7150	Provisional	1.768027

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: ICF TECHNOLOGY, INC.

EPA Contract Number: 68-D1-0135

Project Officer(s): BROSNAN, EDWARD
RILEY, JOHN

Dates of Service: From: 10/01/1994 To: 09/30/1995

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: $3,368.01

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
108	09/05/1995	577,918.11	R6016	10/10/1995	1,307.37	2,077.49
132	11/20/1996	274,813.15	R7231	12/26/1996	-6.51	-10.34
				Total:	$1,300.86	$2,067.15

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name:	ICF TECHNOLOGY, INC.
EPA Contract Number:	68-D1-0135
Project Officer(s):	BROSNAN, EDWARD RILEY, JOHN
Dates of Service:	From: 10/01/1994 To: 09/30/1995
Summary of Service:	ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)
Total Costs:	$3,368.01

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
108	R6016	Final	1.589057
132	R7231	Final	1.589057

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: LOCKHEED MARTIN SERVICES, INC.

EPA Contract Number: 68-D6-0005

Project Officer(s): MCEADDY, MONICA
WALLING, COLLEEN

Dates of Service: From: 04/01/1997 To: 03/31/1998

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: $9,561.93

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
ESTW0181	02/09/1998	559,755.74	R8433	03/10/1998	234.73	296.71
6132844R1	03/30/1998	534,547.47	R8581	04/29/1998	160.41	202.76
06134026	04/10/1998	616,088.95	R8606	05/08/1998	3,752.03	4,742.72
74	05/09/2001	101,603.84	R1471	06/12/2001	75.44	97.13
				Total:	$4,222.61	$5,339.32

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name:	LOCKHEED MARTIN SERVICES, INC.
EPA Contract Number:	68-D6-0005
Project Officer(s):	MCEADDY, MONICA WALLING, COLLEEN
Dates of Service:	From: 04/01/1997 To: 03/31/1998
Summary of Service:	ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)
Total Costs:	$9,561.93

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
ESTW0181	R8433	Final	1.264042
6132844R1	R8581	Final	1.264042
06134026	R8606	Final	1.264042
74	R1471	Provisional	1.287510

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

RECORDS MANAGEMENT/ DOCUMENT CONTROL

Contractor Name: SCIENCE APPLICATION INT'L CORP.

EPA Contract Number: EPR60801

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 12/01/2009 To: 03/30/2010

Summary of Service: RECORDS MANAGEMENT, DOCUMENT CONTROL

Total Costs: $1,640.12

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount
8-10267-21	01/05/2010	82,935.90	R0375	02/04/2010	7.25
770626	03/17/2010	68,337.48	R0605	04/21/2010	796.67
811373	04/14/2010	3,980.21	R0673	05/12/2010	836.20
				Total:	$1,640.12

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W0-0037

Project Officer(s): HAWKINS, PATRICIA
TOMIMATSU, KAREN

Dates of Service: From: 10/01/1990 To: 09/30/1995

Summary of Service: TECH ASSIST TEAMS EMERG RESPON-SUB(REDI)

Total Costs: $39,288.08

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
23	07/07/1992	155,844.30	R2741	08/21/1992	-149.86	-129.79
JV44159	08/31/1994	0.00	44159	08/31/1994	4,033.39	2,146.59
JV44172	08/31/1994	0.00	44172	08/31/1994	951.13	506.20
JV44174	08/31/1994	0.00	44174	08/31/1994	1,028.84	547.55
JV44176	08/31/1994	0.00	44176	08/31/1994	947.99	504.52
JV44177	08/31/1994	0.00	44177	08/31/1994	843.79	449.07
JV44228	09/02/1994	0.00	44228	09/02/1994	94.53	50.31
JV44232	09/10/1994	0.00	44232	09/10/1994	608.84	259.22
JV44430	09/17/1994	0.00	44430	09/17/1994	654.47	278.65
JV44431	09/17/1994	0.00	44431	09/17/1994	-15.69	-6.68
JV44434	09/17/1994	0.00	44434	09/17/1994	6,992.50	2,977.15
JV44301	09/21/1994	0.00	44301	09/21/1994	1,024.91	545.46
84	08/24/1995	3,248,493.75	R6001	10/03/1995	5,780.17	3,076.23
86	09/18/1995	2,821,429.97	R6056	10/24/1995	2,323.79	1,236.73
87	10/18/1995	2,508,147.75	R6108	11/15/1995	867.29	461.58
90	11/15/1995	1,441,864.05	R6175	12/12/1995	26.44	14.07
96	02/21/1996	10,875.45	R6411	03/21/1996	-36.79	-19.58
101R	04/15/1996	870,746.63	R6770	08/13/1996	301.89	160.67
111	08/16/1996	-23,125.81	R7120	11/13/1996	-31.00	-16.50
				Total:	$26,246.63	$13,041.45

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W0-0037

Project Officer(s): HAWKINS, PATRICIA
TOMIMATSU, KAREN

Dates of Service: From: 10/01/1990 To: 09/30/1995

Summary of Service: TECH ASSIST TEAMS EMERG RESPON-SUB(REDI)

Total Costs: $39,288.08

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
23	R2741	Final	0.866092
JV44159	44159	Final	0.532204
JV44172	44172	Final	0.532204
JV44174	44174	Final	0.532204
JV44176	44176	Final	0.532204
JV44177	44177	Final	0.532204
JV44228	44228	Final	0.532204
JV44232	44232	Provisional	0.425763
JV44430	44430	Provisional	0.425763
JV44431	44431	Provisional	0.425763
JV44434	44434	Provisional	0.425763
JV44301	44301	Final	0.532204
84	R6001	Final	0.532204
86	R6056	Final	0.532204
87	R6108	Final	0.532204
90	R6175	Final	0.532204
96	R6411	Final	0.532204
101R	R6770	Final	0.532204
111	R7120	Final	0.532204

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TECHNICAL SERVICES AND SUPPORT

Contractor Name: WESTON SOLUTIONS, INC.

EPA Contract Number: EPS51702

Delivery Order Information

DO #	Start Date	End Date
00001	08/07/2017	06/26/2020

Project Officer(s): LABOMBARD, WILLIAM

Dates of Service: From: 08/07/2017 To: 06/26/2020

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: $523,514.20

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount
1-01	10/20/2017	477,814.15	AVC180038	11/15/2017	2,979.96
1-02	11/20/2017	361,900.03	AVC180063	12/12/2017	2,458.27
1-04	01/19/2018	354,562.48	AVC180123	02/13/2018	122.14
1-05	02/19/2018	323,914.18	AVC180147	03/14/2018	2,081.94
1-06	03/15/2018	364,169.58	AVC180170	04/09/2018	5,663.48
1-07	04/18/2018	599,347.44	AVC180207	05/09/2018	5,692.10
1-08	05/17/2018	543,013.74	AVC180228	06/06/2018	16,407.93
1-09	06/19/2018	640,321.89	AVC180252	07/11/2018	88,970.75
1-10	07/18/2018	799,333.50	AVC180273	08/08/2018	64,173.52
1-11	08/16/2018	594,652.99	AVC180328	09/28/2018	16,974.29
1-12	09/14/2018	573,292.54	AVC180328	09/28/2018	1,388.88
1-13	10/19/2018	582,784.99	AVC190049	11/15/2018	5,550.41
1-14R	11/13/2018	599,712.85	AVC190071	12/10/2018	16,354.29
1-15	12/14/2018	549,714.85	AVC190094	01/28/2019	34,758.09
1-16	01/17/2019	538,709.82	AVC190117	02/11/2019	57,625.97
1-17	02/15/2019	216,792.58	AVC190141	03/06/2019	36,434.20
1-18	03/18/2019	314,407.24	AVC190167	04/04/2019	64,220.08
1-19	04/19/2019	606,619.77	AVC190191	05/08/2019	30,565.43
1-20	05/16/2019	1,110,194.27	AVC190211	06/05/2019	8,158.59
1-21	06/18/2019	685,324.99	AVC190230	07/01/2019	6,966.18
1-22	07/19/2019	731,201.79	AVC190263	08/12/2019	8,376.68
1-23	08/20/2019	499,747.79	AVC190287	09/11/2019	990.16
1-24	09/18/2019	427,218.58	AVC200001	10/01/2019	748.97
1-25	10/18/2019	520,577.93	AVC200034	11/07/2019	89.95
0001-32	04/16/2020	560,514.70	AVC200224	05/06/2020	345.89
0001-33	05/14/2020	348,529.77	AVC200247	06/03/2020	8,220.85
0001-34	06/10/2020	269,852.17	AVC200282	07/01/2020	12,080.66

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TECHNICAL SERVICES AND SUPPORT

Contractor Name:	WESTON SOLUTIONS, INC.
EPA Contract Number:	EPS51702
Delivery Order Information	DO # / Start Date / End Date 00001 / 08/07/2017 / 06/26/2020
Project Officer(s):	LABOMBARD, WILLIAM
Dates of Service:	From: 08/07/2017 To: 06/26/2020
Summary of Service:	TECHNICAL SERVICES AND SUPPORT
Total Costs:	$523,514.20

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount
0001-35	07/15/2020	347,104.55	AVC200310	08/03/2020	25,114.54
				Total:	$523,514.20

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

CONTRACT LAB PROGRAM (CLP) COSTS

Total Routine Analytical Services (RAS) Costs	$29,132.15
Total Financial Cost Summary	$29,132.15

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

CONTRACT LAB PROGRAM (CLP) COSTS

Routine Analytical Services (RAS)

Total Costs: $29,132.15

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	SMO Amount
Case Number:						
EPA Contract Number: 68-D4-0104, DYNCORP						
1-12	03/13/1998	502,084.67	R8524	04/08/1998	303.25	173.24
1-13	04/10/1998	532,806.37	R8610	05/11/1998	524.10	299.40
1-14	05/13/1998	597,786.39	R8704	06/12/1998	46.35	26.48
1-34R2	03/20/2002	750,752.28	R2377	04/15/2002	42.73	24.91
		Totals for 68-D4-0104:			$916.43	$524.03
		Totals for Case Number :			$916.43	$524.03
Case Number: 25969						
EPA Contract Number: 68-D5-0005, CLAYTON ENVIRONMENTAL CONSULTANTS						
78465	02/28/1998	6,487.30	R8581	04/29/1998	6,487.30	3,706.02
78472	03/31/1998	9,242.90	R8581	04/29/1998	9,242.90	5,280.22
		Totals for 68-D5-0005:			$15,730.20	$8,986.24
EPA Contract Number: 68-D5-0141, AMERICAN ANALYTICAL & TECH SERVICES						
T2817	02/26/1998	131.53	R8503	04/01/1998	131.53	75.14
T2820	02/26/1998	1,762.00	R8513	04/06/1998	1,762.00	1,006.58
		Totals for 68-D5-0141:			$1,893.53	$1,081.72
		Totals for Case Number 25969:			$17,623.73	$10,067.96
Totals for Routine Analytical Services:					$18,540.16	$10,591.99

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

CONTRACT LAB PROGRAM (CLP) COSTS

Fiscal Year	Rate Type	SMO Rate
1998	Final	0.571273
2002	Final	0.582867

Reconciliation Pending

Miscellaneous (MIS) Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Miscellaneous (MIS) Costs

Total Costs: $122.00

Procurement Number	Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Description
BANKCARD							
B8BK0005463	1760157	04/16/2018	49,030.66	AVC180220	05/24/2018	1.00	FANNIN CO TX CLERK OPI
B8BK0005463	1760158	04/16/2018	49,030.66	AVC180220	05/24/2018	25.00	FANNIN CO TX CLERK OPI
B9BK0006139	1803257	03/20/2019	62,963.56	AVC190182	04/25/2019	96.00	SQ THE LEONARD GRA
			Vendor Total:			**$122.00**	
		Total Miscellaneous Costs:				**$122.00**	

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Fiscal Year	Direct Costs	Indirect Rate(%)	Indirect Costs
1991	3,187.79	27.36%	872.18
1992	-267.74	27.20%	-72.82
1994	25,422.74	23.05%	5,859.92
1995	5,319.45	20.84%	1,108.57
1996	17,939.55	23.21%	4,163.78
1997	38.22	26.84%	10.26
1998	40,805.77	30.53%	12,458.02
1999	1,551.99	25.69%	398.71
2001	172.57	42.14%	72.72
2002	1,597.93	48.57%	776.11
2010	1,640.12	36.66%	601.27
2014	1,466.00	64.12%	940.00
2017	1,311.84	47.16%	618.66
2018	239,007.95	60.71%	145,101.73
2019	2,064,871.91	53.75%	1,109,868.71
2020	95,512.50	53.75%	51,337.97
	2,499,578.59		
Total EPA Indirect Costs			$1,334,115.79

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DOUCET, LISA	1991	16	30.89	27.36%	8.45
			30.89		$8.45
MINER, L	1991	16	79.54	27.36%	21.76
		17	318.14	27.36%	87.04
		18	79.54	27.36%	21.76
			477.22		$130.56
RITTER, MELVIN	1991	16	132.93	27.36%	36.37
		17	186.09	27.36%	50.91
			319.02		$87.28
STRECK, LARRY	1991	16	213.94	27.36%	58.53
		17	269.51	27.36%	73.74
			483.45		$132.27
SULLIVAN, ROBERT	1991	02	669.73	27.36%	183.24
		14	170.71	27.36%	46.71
		15	170.71	27.36%	46.71
		17	170.71	27.36%	46.71
		18	85.35	27.36%	23.35
		21	556.44	27.36%	152.24
			1,823.65		$498.96
Total Fiscal Year 1991 Payroll Direct Costs:			3,134.23		$857.52

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
*** Employee Name Not Found ***	T0468291	03/11/1991	53.56	27.36%	14.66
			53.56		$14.66
Total Fiscal Year 1991 Travel Direct Costs:			53.56		$14.66
Total Fiscal Year 1991:			3,187.79		$872.18

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-01-7456	104	02/04/1992	3.71	8.20	27.20%	3.24
			3.71	8.20		$3.24
68-W0-0037	23	08/21/1992	-149.86	-129.79	27.20%	-76.06
			-149.86	-129.79		$-76.06
Total Fiscal Year 1992 Other Direct Costs:			-146.15	-121.59		$-72.82
Total Fiscal Year 1992:			-267.74			$-72.82

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W0-0037	JV44159	08/31/1994	285.13	151.75	23.05%	100.70
	JV44177	08/31/1994	843.79	449.07	23.05%	298.00
	JV44172	08/31/1994	951.13	506.20	23.05%	335.91
	JV44159	08/31/1994	3,748.26	1,994.84	23.05%	1,323.78

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W0-0037	JV44174	08/31/1994	1,028.84	547.55	23.05%	363.36
	JV44176	08/31/1994	947.99	504.52	23.05%	334.80
	JV44228	09/02/1994	94.53	50.31	23.05%	33.39
	JV44232	09/10/1994	608.84	259.22	23.05%	200.09
	JV44431	09/17/1994	-15.69	-6.68	23.05%	-5.16
	JV44434	09/17/1994	6,992.50	2,977.15	23.05%	2,298.00
	JV44430	09/17/1994	654.47	278.65	23.05%	215.08
	JV44301	09/21/1994	1,024.91	545.46	23.05%	361.97
			17,164.70	8,258.04		$5,859.92
Total Fiscal Year 1994 Other Direct Costs:			17,164.70	8,258.04		$5,859.92
Total Fiscal Year 1994:			25,422.74			$5,859.92

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CLARK, KENNETH	1995	22	845.34	20.84%	176.17
		27	33.36	20.84%	6.95
			878.70		$183.12
GOROSTIZA, SYLVIA	1995	22	209.90	20.84%	43.74
			209.90		$43.74
JOHNSON, COURTNEY A.	1995	24	51.70	20.84%	10.77
			51.70		$10.77

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
MCMILLIN, RICHARD	1995	22	341.63	20.84%	71.20
			341.63		$71.20
MINER, L	1995	22	837.53	20.84%	174.54
			837.53		$174.54
STEVENS, KENNETH	1995	22	1,522.63	20.84%	317.32
			1,522.63		$317.32
THEIRL, LISA	1995	22	63.26	20.84%	13.18
		23	102.80	20.84%	21.42
		24	221.38	20.84%	46.14
		25	181.86	20.84%	37.90
		26	39.54	20.84%	8.24
		27	15.81	20.84%	3.29
			624.65		$130.17
WOOL, LISA	1995	22	524.90	20.84%	109.39
			524.90		$109.39
Total Fiscal Year 1995 Payroll Direct Costs:			4,991.64		$1,040.25

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
CLARK, KENNETH	T4029375	08/01/1995	32.10	20.84%	6.69
			32.10		$6.69
Total Fiscal Year 1995 Travel Direct Costs:			32.10		$6.69

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-01-7456	JVR9401	05/25/1995	106.83	188.88	20.84%	61.63
			106.83	188.88		$61.63
Total Fiscal Year 1995 Other Direct Costs:			106.83	188.88		$61.63
Total Fiscal Year 1995:			5,319.45			$1,108.57

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BURLESON, JOHN R.	1996	01	170.15	23.21%	39.49
			170.15		$39.49
CLARK, KENNETH	1996	02	33.36	23.21%	7.74
			33.36		$7.74

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ENGBLOM, RITA	1996	01	46.64	23.21%	10.83
			46.64		$10.83
JOHNSON, COURTNEY A.	1996	01	103.43	23.21%	24.01
		02	8.62	23.21%	2.00
			112.05		$26.01
Total Fiscal Year 1996 Payroll Direct Costs:			362.20		$84.07

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-D1-0135	108	10/10/1995	1,307.37	2,077.49	23.21%	785.63
			1,307.37	2,077.49		$785.63
68-W0-0037	84	10/03/1995	5,780.17	3,076.23	23.21%	2,055.57
	86	10/24/1995	2,323.79	1,236.73	23.21%	826.40
	87	11/15/1995	867.29	461.58	23.21%	308.43
	90	12/12/1995	26.44	14.07	23.21%	9.40
	96	03/21/1996	-36.79	-19.58	23.21%	-13.08
	101R	08/13/1996	301.89	160.67	23.21%	107.36
			9,262.79	4,929.70		$3,294.08
Total Fiscal Year 1996 Other Direct Costs:			10,570.16	7,007.19		$4,079.71
Total Fiscal Year 1996:			17,939.55			$4,163.78

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
COMPTON, JOSEPH	1997	23	81.48	26.84%	21.87
			81.48		$21.87
TURNER, JAMES	1997	22	21.98	26.84%	5.90
			21.98		$5.90
Total Fiscal Year 1997 Payroll Direct Costs:			103.46		$27.77

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-01-7456	112	11/22/1996	-0.32	-0.57	26.84%	-0.24
			-0.32	-0.57		$-0.24
68-D1-0135	132	12/26/1996	-6.51	-10.34	26.84%	-4.52
			-6.51	-10.34		$-4.52
68-W0-0037	111	11/13/1996	-31.00	-16.50	26.84%	-12.75
			-31.00	-16.50		$-12.75
Total Fiscal Year 1997 Other Direct Costs:			-37.83	-27.41		$-17.51
Total Fiscal Year 1997:			38.22			$10.26

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DOUCET, LISA	1998	10	36.84	30.53%	11.25
			36.84		$11.25
ELFEKY, MAHMOUD	1998	11	202.59	30.53%	61.85
		12	135.05	30.53%	41.23
			337.64		$103.08
FLORES, RAYMOND	1998	09	220.14	30.53%	67.21
			220.14		$67.21
GOROSTIZA, SYLVIA	1998	08	59.83	30.53%	18.27
			59.83		$18.27
HUMPHREY, MARVELYN	1998	11	72.67	30.53%	22.19
		12	109.00	30.53%	33.28
		13	145.33	30.53%	44.37
			327.00		$99.84
SCHUPPENER, BARBARA	1998	09	190.99	30.53%	58.31
			190.99		$58.31
STEVENS, KENNETH	1998	09	827.39	30.53%	252.60
			827.39		$252.60
WARREN, ELIZABETH	1998	08	29.20	30.53%	8.91

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
WARREN, ELIZABETH	1998	10	58.42	30.53%	17.84
			87.62		$26.75
Total Fiscal Year 1998 Payroll Direct Costs:			2,087.45		$637.31

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-D4-0104	1-12	04/08/1998	303.25	173.24	30.53%	145.47
	1-13	05/11/1998	524.10	299.40	30.53%	251.41
	1-14	06/12/1998	46.35	26.48	30.53%	22.23
			873.70	499.12		$419.11
68-D5-0005	78472	04/29/1998	9,242.90	5,280.22	30.53%	4,433.91
	78465	04/29/1998	6,487.30	3,706.02	30.53%	3,112.02
			15,730.20	8,986.24		$7,545.93
68-D5-0141	T2817	04/01/1998	131.53	75.14	30.53%	63.10
	T2820	04/06/1998	1,762.00	1,006.58	30.53%	845.25
			1,893.53	1,081.72		$908.35
68-D6-0005	ESTW0181	03/10/1998	234.73	296.71	30.53%	162.25
	6132844R1	04/29/1998	160.41	202.76	30.53%	110.88
	06134026	05/08/1998	3,752.03	4,742.72	30.53%	2,593.45
			4,147.17	5,242.19		$2,866.58

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W4-0016	38	10/10/1997	171.99	92.46	30.53%	80.74
			171.99	92.46		$80.74
Total Fiscal Year 1998 Other Direct Costs:			22,816.59	15,901.73		$11,820.71
Total Fiscal Year 1998:			40,805.77			$12,458.02

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
FOSTER, ALTHEA	1999	15	271.69	25.69%	69.80
		16	585.10	25.69%	150.31
		17	233.64	25.69%	60.02
		18	41.79	25.69%	10.74
		22	41.79	25.69%	10.74
			1,174.01		$301.61
Total Fiscal Year 1999 Payroll Direct Costs:			1,174.01		$301.61

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
FOSTER, ALTHEA	T6636369	05/17/1999	15.50	25.69%	3.98
			15.50		$3.98
Total Fiscal Year 1999 Travel Direct Costs:			15.50		$3.98

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W4-0016	53	01/19/1999	147.10	94.01	25.69%	61.94
	54	02/23/1999	67.47	53.90	25.69%	31.18
			214.57	147.91		$93.12
Total Fiscal Year 1999 Other Direct Costs:			214.57	147.91		$93.12
Total Fiscal Year 1999:			1,551.99			$398.71

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-D6-0005	74	06/12/2001	75.44	97.13	42.14%	72.72
			75.44	97.13		$72.72
Total Fiscal Year 2001 Other Direct Costs:			75.44	97.13		$72.72
Total Fiscal Year 2001:			172.57			$72.72

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-D4-0104	1-34R2	04/15/2002	42.73	24.91	48.57%	32.85
			42.73	24.91		$32.85
68-W0-0091	1260-11	05/10/2002	552.06	127.61	48.57%	330.12
	1260-13	07/03/2002	6.96	1.61	48.57%	4.16
	1260-12	07/17/2002	420.07	97.10	48.57%	251.19

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W0-0091	1260-14	08/01/2002	85.55	19.77	48.57%	51.15
	1260-15	08/28/2002	142.11	32.85	48.57%	84.98
	1260-16	09/26/2002	36.23	8.37	48.57%	21.66
			1,242.98	287.31		$743.26
Total Fiscal Year 2002 Other Direct Costs:			1,285.71	312.22		$776.11
Total Fiscal Year 2002:			1,597.93			$776.11

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPR60801	8-10267-21	02/04/2010	7.25	0.00	36.66%	2.66
	770626	04/21/2010	796.67	0.00	36.66%	292.06
	811373	05/12/2010	836.20	0.00	36.66%	306.55
			1,640.12	0.00		$601.27
Total Fiscal Year 2010 Other Direct Costs:			1,640.12	0.00		$601.27
Total Fiscal Year 2010:			1,640.12			$601.27

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	49	05/15/2014	305.59	261.84	64.12%	363.84

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	52	07/10/2014	483.93	414.64	64.12%	576.16
			789.52	676.48		$940.00
Total Fiscal Year 2014 Other Direct Costs:			789.52	676.48		$940.00
Total Fiscal Year 2014:			1,466.00			$940.00

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
FIFE, GREGORY	2017	20	299.01	47.16%	141.01
			299.01		$141.01
MOORE, GARY	2017	23	758.67	47.16%	357.79
		24	254.16	47.16%	119.86
			1,012.83		$477.65
Total Fiscal Year 2017 Payroll Direct Costs:			1,311.84		$618.66
Total Fiscal Year 2017:			1,311.84		$618.66

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DELGADO, COURTNEY	2018	25	433.37	60.71%	263.10

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DELGADO, COURTNEY	2018	26	1,950.17	60.71%	1,183.95
			2,383.54		$1,447.05
EPPLER, DAVID	2018	14	592.41	60.71%	359.65
		15	740.50	60.71%	449.56
		16	593.18	60.71%	360.12
		17	370.73	60.71%	225.07
		24	593.18	60.71%	360.12
		25	2,150.26	60.71%	1,305.42
		26	3,559.05	60.71%	2,160.70
			8,599.31		$5,220.64
MOORE, GARY	2018	08	326.96	60.71%	198.50
		09	81.74	60.71%	49.62
		10	1,716.60	60.71%	1,042.15
		12	653.98	60.71%	397.03
		13	1,389.61	60.71%	843.63
		15	735.67	60.71%	446.63
		16	3,269.69	60.71%	1,985.03
		17	245.23	60.71%	148.88
		19	163.48	60.71%	99.25
		22	1,226.15	60.71%	744.40
		23	1,961.87	60.71%	1,191.05
		24	2,615.76	60.71%	1,588.03
		25	735.68	60.71%	446.63
		26	4,127.99	60.71%	2,506.10
			19,250.41		$11,686.93
SCHILLING, LEONARD	2018	24	454.14	60.71%	275.71
		25	817.45	60.71%	496.27

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
SCHILLING, LEONARD	2018	26	317.90	60.71%	193.00
			1,589.49		$964.98
TURNER, PHILIP	2018	24	140.53	60.71%	85.32
		25	105.41	60.71%	63.99
			245.94		$149.31
Total Fiscal Year 2018 Payroll Direct Costs:			32,068.69		$19,468.91

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
B8BK0005463	1760157	05/24/2018	1.00	0.00	60.71%	0.61
	1760158	05/24/2018	25.00	0.00	60.71%	15.18
			26.00	0.00		$15.79
EPS51702	1-01	11/15/2017	2,979.96	0.00	60.71%	1,809.13
	1-02	12/12/2017	2,458.27	0.00	60.71%	1,492.42
	1-04	02/13/2018	122.14	0.00	60.71%	74.15
	1-05	03/14/2018	2,081.94	0.00	60.71%	1,263.95
	1-06	04/09/2018	5,663.48	0.00	60.71%	3,438.30
	1-07	05/09/2018	5,692.10	0.00	60.71%	3,455.67
	1-08	06/06/2018	16,407.93	0.00	60.71%	9,961.25
	1-09	07/11/2018	88,970.75	0.00	60.71%	54,014.14
	1-10	08/08/2018	64,173.52	0.00	60.71%	38,959.74
	1-12	09/28/2018	1,388.88	0.00	60.71%	843.19

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51702	1-11	09/28/2018	16,974.29	0.00	60.71%	10,305.09
			206,913.26	0.00		$125,617.03
Total Fiscal Year 2018 Other Direct Costs:			206,939.26	0.00		$125,632.82
Total Fiscal Year 2018:			239,007.95			$145,101.73

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BRESCIA, NICOLAS	2019	09	1,442.29	53.75%	775.23
		10	3,981.95	53.75%	2,140.30
			5,424.24		$2,915.53
COOK, BRENDA	2019	05	618.19	53.75%	332.28
			618.19		$332.28
DELGADO, COURTNEY	2019	01	532.78	53.75%	286.37
		02	1,083.43	53.75%	582.34
		03	3,322.50	53.75%	1,785.84
		04	1,661.26	53.75%	892.93
		05	4,117.03	53.75%	2,212.90
		06	5,128.20	53.75%	2,756.41
		07	2,192.22	53.75%	1,178.32
		08	2,580.78	53.75%	1,387.17
		10	2,782.91	53.75%	1,495.81
		11	2,089.10	53.75%	1,122.89
		14	619.49	53.75%	332.98
		15	929.23	53.75%	499.46

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DELGADO, COURTNEY	2019	16	1,316.42	53.75%	707.58
		17	464.63	53.75%	249.74
		19	1,084.10	53.75%	582.70
		21	774.69	53.75%	416.40
		23	1,451.93	53.75%	780.41
		24	1,335.78	53.75%	717.98
		25	1,388.88	53.75%	746.52
		26	1,388.88	53.75%	746.52
			36,244.24		$19,481.27
EPPLER, DAVID	2019	01	2,261.49	53.75%	1,215.55
		02	963.91	53.75%	518.10
		03	444.88	53.75%	239.12
		10	301.16	53.75%	161.87
		12	264.39	53.75%	142.11
		13	151.06	53.75%	81.19
		17	604.83	53.75%	325.10
		18	1,285.26	53.75%	690.83
		19	907.23	53.75%	487.64
		20	756.05	53.75%	406.38
		22	604.83	53.75%	325.10
		24	415.82	53.75%	223.50
		25	604.83	53.75%	325.10
		26	226.81	53.75%	121.91
		27	226.81	53.75%	121.91
			10,019.36		$5,385.41
FISHER, KELSEY	2019	06	630.62	53.75%	338.96
		07	108.51	53.75%	58.32

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
FISHER, KELSEY	2019	10	320.47	53.75%	172.25
			1,059.60		$569.53
LOESEL, MATTHEW	2019	07	319.63	53.75%	171.80
			319.63		$171.80
MARTIN, JOHN	2019	04	1,344.37	53.75%	722.60
		06	635.14	53.75%	341.39
		08	77.29	53.75%	41.54
			2,056.80		$1,105.53
MOORE, GARY	2019	01	1,979.43	53.75%	1,063.94
		02	408.70	53.75%	219.68
		03	3,270.24	53.75%	1,757.75
		04	1,957.54	53.75%	1,052.18
		05	4,365.76	53.75%	2,346.60
		06	3,572.55	53.75%	1,920.25
		08	3,162.83	53.75%	1,700.02
		09	4,598.66	53.75%	2,471.78
		10	595.38	53.75%	320.02
		11	2,725.13	53.75%	1,464.76
		12	3,814.10	53.75%	2,050.08
		13	2,483.62	53.75%	1,334.95
		16	976.88	53.75%	525.07
		17	177.54	53.75%	95.43
		18	88.77	53.75%	47.71
		19	932.06	53.75%	500.98
		23	621.38	53.75%	333.99

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
MOORE, GARY	2019	26	532.61	53.75%	286.28
			36,263.18		$19,491.47
PATEL, ANISH	2019	06	834.83	53.75%	448.72
		07	108.51	53.75%	58.32
			943.34		$507.04
PETERSEN, JAY	2019	03	322.30	53.75%	173.24
		04	564.02	53.75%	303.16
		05	402.88	53.75%	216.55
		06	805.92	53.75%	433.18
		10	656.66	53.75%	352.95
		11	492.76	53.75%	264.86
		12	82.13	53.75%	44.14
		13	41.06	53.75%	22.07
		18	164.26	53.75%	88.29
			3,531.99		$1,898.44
ROBERTSON, DAVID	2019	06	680.53	53.75%	365.78
		10	760.66	53.75%	408.85
			1,441.19		$774.63
SCHILLING, LEONARD	2019	01	272.48	53.75%	146.46
		02	1,771.09	53.75%	951.96
		03	622.01	53.75%	334.33
		04	1,217.95	53.75%	654.65
		05	1,652.90	53.75%	888.43
		10	369.56	53.75%	198.64
		11	277.66	53.75%	149.24
		12	555.32	53.75%	298.48

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
SCHILLING, LEONARD	2019	13	277.66	53.75%	149.24
		14	92.63	53.75%	49.79
		15	324.18	53.75%	174.25
		17	370.50	53.75%	199.14
		18	277.87	53.75%	149.36
		19	185.26	53.75%	99.58
		20	463.12	53.75%	248.93
		21	92.75	53.75%	49.85
		22	370.50	53.75%	199.14
		25	92.62	53.75%	49.78
		26	92.63	53.75%	49.79
			9,378.69		$5,041.04
SPENCER, KELVIN	2019	02	64.87	53.75%	34.87
		03	129.74	53.75%	69.74
			194.61		$104.61
TURNER, PHILIP	2019	02	298.65	53.75%	160.52
			298.65		$160.52
WEBSTER, SUSAN	2019	06	513.14	53.75%	275.81
		10	365.04	53.75%	196.21
		11	274.13	53.75%	147.34
		13	137.08	53.75%	73.68
		18	963.74	53.75%	518.01
			2,253.13		$1,211.05
Total Fiscal Year 2019 Payroll Direct Costs:			110,046.84		$59,150.15

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
COOK, BRENDA	TAA06NPT	12/07/2018	24.00	53.75%	12.90
			31.59	53.75%	16.98
		02/15/2019	14.75	53.75%	7.93
			70.34		$37.81
DELGADO, COURTNEY	TAA06GAO	10/09/2018	73.13	53.75%	39.31
			14.75	53.75%	7.93
	TAA06KP8	11/09/2018	14.75	53.75%	7.93
			65.40	53.75%	35.15
			168.03		$90.32
MARTIN, JOHN	TAA06NKL	11/28/2018	6.80	53.75%	3.66
			43.60	53.75%	23.44
	TAA06NZR	12/04/2018	6.80	53.75%	3.66
			43.60	53.75%	23.44
	TAA06RMU	02/11/2019	6.80	53.75%	3.66
	TAA06RN3	02/11/2019	46.40	53.75%	24.94
			6.80	53.75%	3.66
	TAA06RMU	02/11/2019	46.40	53.75%	24.94
			207.20		$111.40
MOORE, GARY	TAA06HEL	10/04/2018	6.80	53.75%	3.66
		10/05/2018	170.59	53.75%	91.69
	TAA06IFB	10/15/2018	101.38	53.75%	54.49
			6.80	53.75%	3.66
	TAA06UWA	03/12/2019	157.18	53.75%	84.48
			6.80	53.75%	3.66
	TAA06X3L	03/25/2019	6.80	53.75%	3.66
			316.10	53.75%	169.90
	TAA06ZJQ	04/12/2019	6.80	53.75%	3.66
			157.18	53.75%	84.48

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
MOORE, GARY	TAA07977	06/12/2019	103.82	53.75%	55.80
			6.80	53.75%	3.66
	TAA07L0B	08/29/2019	6.80	53.75%	3.66
			52.78	53.75%	28.37
			1,106.63		$594.83
ROBERTSON, DAVID	TAA06SUX	02/28/2019	108.75	53.75%	58.46
			221.12	53.75%	118.85
			329.87		$177.31
Total Fiscal Year 2019 Travel Direct Costs:			1,882.07		$1,011.67

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
B9BK0006139	1803257	04/25/2019	96.00	0.00	53.75%	51.60
			96.00	0.00		$51.60
EPS41604	60308-01	01/22/2019	112,927.61	4,067.77	53.75%	62,885.02
	60308-02	01/28/2019	204,578.24	7,369.11	53.75%	113,921.70
	60308-03	03/06/2019	603,160.27	21,726.44	53.75%	335,876.61
	60308-04	04/22/2019	578,189.57	20,826.97	53.75%	321,971.39
	60308-05	05/20/2019	79,419.09	2,860.76	53.75%	44,225.42
	60308-06	06/21/2019	14,771.28	532.08	53.75%	8,225.56
			1,593,046.06	57,383.13		$887,105.70
EPS51701	20	11/06/2018	604.26	206.69	53.75%	435.89
			42.75	14.62	53.75%	30.84

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51701	22	02/04/2019	1,183.21	404.71	53.75%	853.51
	23	02/19/2019	17.83	6.10	53.75%	12.86
			12.66	4.33	53.75%	9.13
	24	03/28/2019	8.92	3.05	53.75%	6.43
	25	04/10/2019	18.36	6.28	53.75%	13.24
	26	05/06/2019	437.61	149.68	53.75%	315.67
	27	06/04/2019	437.61	149.68	53.75%	315.67
	28	07/02/2019	2,141.58	732.52	53.75%	1,544.83
			248.88	85.13	53.75%	179.53
	29	08/02/2019	1,408.41	481.74	53.75%	1,015.96
			466.50	159.56	53.75%	336.51
	30	09/09/2019	17,126.87	5,858.19	53.75%	12,354.47
			24,155.45	8,262.28		$17,424.54
EPS51702	1-13	11/15/2018	5,550.41	0.00	53.75%	2,983.35
	1-14R	12/10/2018	16,118.74	0.00	53.75%	8,663.82
			235.55	0.00	53.75%	126.61
	1-15	01/28/2019	27,848.35	0.00	53.75%	14,968.49
			6,909.74	0.00	53.75%	3,713.99
	1-16	02/11/2019	53,508.89	0.00	53.75%	28,761.03
			4,117.08	0.00	53.75%	2,212.93
	1-17	03/06/2019	36,434.20	0.00	53.75%	19,583.38
	1-18	04/04/2019	57,738.22	0.00	53.75%	31,034.29
			6,481.86	0.00	53.75%	3,484.00
	1-19	05/08/2019	23,624.75	0.00	53.75%	12,698.30
			6,940.68	0.00	53.75%	3,730.62
	1-20	06/05/2019	8,158.59	0.00	53.75%	4,385.24
	1-21	07/01/2019	6,966.18	0.00	53.75%	3,744.32
	1-22	08/12/2019	8,376.68	0.00	53.75%	4,502.47

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51702	1-23	09/11/2019	990.16	0.00	53.75%	532.21
			270,000.08	0.00		$145,125.05
Total Fiscal Year 2019 Other Direct Costs:			1,887,297.59	65,645.41		$1,049,706.89
Total Fiscal Year 2019:			2,064,871.91			$1,109,868.71

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DELGADO, COURTNEY	2020	02	726.11	53.75%	390.28
		03	879.04	53.75%	472.48
		05	764.32	53.75%	410.82
			2,369.47		$1,273.58
EPPLER, DAVID	2020	01	453.62	53.75%	243.82
		03	230.59	53.75%	123.94
		04	614.91	53.75%	330.51
		05	614.91	53.75%	330.51
		06	383.01	53.75%	205.87
		08	2,360.96	53.75%	1,269.02
		09	40.71	53.75%	21.88
		12	244.22	53.75%	131.27
		15	203.53	53.75%	109.40
		16	651.31	53.75%	350.08
		18	1,058.36	53.75%	568.87
		19	1,465.41	53.75%	787.66
		20	814.12	53.75%	437.59
		21	1,345.04	53.75%	722.96
		22	1,709.66	53.75%	918.94

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
EPPLER, DAVID	2020	23	651.31	53.75%	350.08
			12,841.67		$6,902.40
MOORE, GARY	2020	10	186.46	53.75%	100.22
		11	326.35	53.75%	175.41
		12	139.87	53.75%	75.18
		13	1,771.64	53.75%	952.26
		15	1,072.32	53.75%	576.37
		16	46.64	53.75%	25.07
		17	1,631.76	53.75%	877.07
		18	792.59	53.75%	426.02
		19	1,398.67	53.75%	751.79
		20	1,072.30	53.75%	576.36
		21	419.95	53.75%	225.72
		22	93.23	53.75%	50.11
		23	559.47	53.75%	300.72
			9,511.25		$5,112.30
PETERSEN, JAY	2020	12	211.82	53.75%	113.85
			211.82		$113.85
SCHILLING, LEONARD	2020	08	194.62	53.75%	104.61
		09	778.48	53.75%	418.43
		10	1,096.64	53.75%	589.44
		11	1,395.72	53.75%	750.20
		12	1,395.71	53.75%	750.19
		14	199.39	53.75%	107.17
		15	996.96	53.75%	535.87
		16	299.08	53.75%	160.76
		19	299.07	53.75%	160.75

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
SCHILLING, LEONARD	2020	20	498.47	53.75%	267.93
			7,154.14		$3,845.35
Total Fiscal Year 2020 Payroll Direct Costs:			32,088.35		$17,247.48

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS41604	60308-07	10/21/2019	5,724.17	206.19	53.75%	3,187.57
	60308-08	11/21/2019	90.40	3.26	53.75%	50.34
			5,814.57	209.45		$3,237.91
EPS51701	31	10/07/2019	-17,126.87	-5,858.19	53.75%	-12,354.47
			4,789.92	1,638.38	53.75%	3,455.21
			17,126.87	5,858.19	53.75%	12,354.47
	32	11/01/2019	84.40	28.87	53.75%	60.88
	00033	12/12/2019	36.73	12.56	53.75%	26.49
	34	01/09/2020	172.45	58.99	53.75%	124.40
	00035	02/10/2020	592.85	202.78	53.75%	427.65
	EPS51701_36_00005	03/13/2020	1,612.38	551.51	53.75%	1,163.09
	EPS51701_37_00001	03/27/2020	91.06	31.15	53.75%	65.69
	EPS51701_38_00005	04/02/2020	5.37	1.84	53.75%	3.88
	EPS51701_38_00001	04/02/2020	50.92	17.42	53.75%	36.73
	EPS51701_39_00001	05/11/2020	352.50	120.57	53.75%	254.28
	EPS51701_40_00001	06/04/2020	250.74	85.76	53.75%	180.87
	EPS51701_42_00001	08/13/2020	7.54	2.58	53.75%	5.44
			8,046.86	2,752.41		$5,804.61
EPS51702	1-24	10/01/2019	748.97	0.00	53.75%	402.57

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51702	1-25	11/07/2019	89.95	0.00	53.75%	48.35
	0001-32	05/06/2020	345.89	0.00	53.75%	185.92
	0001-33	06/03/2020	8,220.85	0.00	53.75%	4,418.71
	0001-34	07/01/2020	12,080.66	0.00	53.75%	6,493.35
	0001-35	08/03/2020	25,114.54	0.00	53.75%	13,499.07
			46,600.86	0.00		$25,047.97
Total Fiscal Year 2020 Other Direct Costs:			60,462.29	2,961.86		$34,090.49
Total Fiscal Year 2020:			95,512.50			$51,337.97
Total EPA Indirect Costs						$1,334,115.79

ENCLOSURE 3

LIST OF POTENTIALLY RESPONSIBLE PARTIES
F. J. DOYLE SALVAGE SUPERFUND SITE

PARTIES RECEIVING THIS LETTER

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for Louisiana Power & Light
and successors in interest to Gulf States Utility Company
Steve Morton, Partner
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Austin, Texas 78746

ENCLOSURE 4

SMALL BUSINESS RESOURCES INFORMATION SHEET
F. J. DOYLE SUPERFUND SITE

United States Environmental Protection Agency

Office of Enforcement and Compliance Assurance
EPA-300-F-20-002 February 2020

U.S. EPA Small Business Resources Information Sheet

The United States Environmental Protection Agency provides an array of resources to help small businesses understand and comply with federal and state environmental laws. In addition to helping small businesses understand their environmental obligations and improve compliance, these resources will also help such businesses find cost-effective ways to comply through pollution prevention techniques and innovative technologies.

Office of Small and Disadvantaged Business Utilization (OSDBU)
https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu

EPA's OSBBU advocates and advances business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses.

EPA's Asbestos Small Business Ombudsman (ASBO)
https://www.epa.gov/resources-small-businesses/asbestos-small-business-ombudsman or 1-800-368-5888

The EPA ASBO serves as a conduit for small businesses to access EPA and facilitates communications between the small business community and the Agency.

Small Business Environmental Assistance Program
https://nationalsbeap.org

This program provides a "one-stop shop" for small businesses and assistance providers seeking information on a wide range of environmental topics and state-specific environmental compliance assistance resources.

EPA's Compliance Assistance Homepage
https://www.epa.gov/compliance

This page is a gateway to industry and statute-specific environmental resources, from extensive web-based information to hotlines and compliance assistance specialists.

Compliance Assistance Centers
https://www.complianceassistance.net

EPA-sponsored Compliance Assistance Centers provide the information you need, in a way that helps make sense of environmental regulations. Each Center addresses real world issues faced by a specific industry or government sector. They were developed in partnership with industry, universities and other federal and state agencies.

Agriculture
https://www.epa.gov/agriculture

Automotive Recycling
http://www.ecarcenter.org

Automotive Service and Repair
https://ecar-greenlink.org/ or 1-888-GRN-LINK

Combustion—Boilers, Generators, Incinerators, Wood Heaters
https://www.combustionportal.org/

Construction
http://www.cicacenter.org

Education
https://www.nacubo.org/

Healthcare
http://www.hercenter.org

Local Government
https://www.lgcan.net/

Oil/ Natural Gas Energy Extraction
https://www.ecice.org/

Paints and Coatings
https://www.painteenter.org/

Ports
https://www.portcompliance.org/

Surface Finishing
http://www.sterc.org/

Transportation
https://www.tercenter.org/

U.S. Border Compliance and Import/Export Issues
https://www.bordercenter.org/

Veterinary Care
https://www.vetca.org/

EPA Hotlines and Clearinghouses
www.epa.gov/home/epa-hotlines

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. Examples include:

Clean Air Technology Center (CATC) Info-line
www.epa.gov/catc or 1-919-541-0800

Superfund, TRI, EPCRA, RMP, and Oil Information Center
1-800-424-9346

EPA Imported Vehicles and Engines Public Helpline
www.epa.gov/otaq/imports or 1-734-214-4100

National Pesticide Information Center
www.npic.orst.edu or 1-800-858-7378

National Response Center Hotline to report oil and hazardous substance spills - http://nrc.uscg.mil or 1-800-424-8802

Pollution Prevention Information Clearinghouse (PPIC) - www.epa.gov/p2/pollution-prevention-resources#ppic or 1-202-566-0799

Safe Drinking Water Hotline - www.epa.gov/ground-water-and-drinking-water/safe-drinking-water-hotline or 1-800-426-4791

Toxic Substances Control Act (TSCA) Hotline
tsca-hotline@epa.gov or 1-202-554-1404

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U.S. Small Business Resources

Small Entity Compliance Guides
https://www.epa.gov/reg-flex/small-entity-compliance-guides

EPA publishes a Small Entity Compliance Guide (SECG) for every rule for which the Agency has prepared a final regulatory flexibility analysis, in accordance with Section 604 of the Regulatory Flexibility Act (RFA).

Regional Small Business Liaisons
www.epa.gov/resources-small-businesses/epa-regional-office-small-business-liaisons

The U.S. Environmental Protection Agency (EPA) Regional Small Business Liaison (RSBL) is the primary regional contact and often the expert on small business assistance, advocacy, and outreach. The RSBL is the regional voice for the EPA Asbestos and Small Business Ombudsman (ASBO).

State Resource Locators
www.envcap.org/statetools

The Locators provide state-specific information on regulations and resources covering the major environmental laws.

State Small Business Environmental Assistance Programs (SBEAPs)
https://nationalsbeap.org/states/list

State SBEAPs help small businesses and assistance providers understand environmental requirements and sustainable business practices through workshops, trainings and site visits.

EPA's Tribal Portal
https://www.epa.gov/tribal

The Portal helps users locate tribal-related information within EPA and other federal agencies.

EPA Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has several such policies that may apply to small businesses. More information is available at:

- **EPA's Small Business Compliance Policy**
- https://www.epa.gov/compliance/small-business-compliance
- **EPA's Audit Policy**
  www.epa.gov/compliance/epas-audit-policy

Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a Small Business Administration (SBA) National Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the SBA's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, you can call the SBA National Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247), or submit a comment online at https://www.sba.gov/about-sba/oversight-advocacy/office-national-ombudsman.

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1201 ELM STREET, SUITE 500
DALLAS, TEXAS 75270

NOTICE OF POTENTIAL LIABILITY
DEMAND FOR PAYMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
SENT VIA ELECTRONIC MAIL

Ms. Elizabeth Gunter
Senior Counsel
AEP Legal for SWEPCO
400 West 15th Street
Austin, Texas 78700
legunter@aep.com

Re: Notice of Potential Liability and Demand for Payment
F. J. Doyle Salvage Superfund Site
Leonard, Fannin County, Texas, SSID # 061D

Dear Sir/Madam:

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA, commonly known as the federal "Superfund" law), the United States Environmental Protection Agency (EPA) has the authority to respond to a release or threat of a release of hazardous substances, pollutants or contaminants into the environment – that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. EPA has documented that such a release has occurred at the F. J. Doyle Superfund Site in Leonard, Fannin County, Texas (Site). EPA has spent, or is considering spending, public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site. Based on information presently available, EPA has determined that SWEPCO may be a potentially responsible party (PRP) under CERCLA for cleanup of the Site or for costs EPA has incurred in responding to the contamination on the Site.

Explanation of Potential Liability

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), PRPs may be held liable for all costs incurred by the EPA (including interest) in responding to any release or threatened release of hazardous substances at the Site. PRPs include current and former owners and operators of the Site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the Site, and persons who accepted hazardous substances for transport and selected the site to which the hazardous substances were delivered.

Based on the information collected, the EPA has determined that SWEPCO may be liable under Section 107(a) of CERCLA with respect to the Site as a generator who arranged for the disposal, treatment or transportation of hazardous substances at the Site. Specifically, the EPA has reason to believe that SWEPCO arranged for the disposal, treatment, or transportation of electrical transformers containing polychorinated biphenyls (PCBs) to the Site. Enclosure 1 is a copy of the evidence on SWEPCO's involvement with the Site.

Background

To date, the EPA has taken response actions at the Site under the authority of the Superfund Program. Below is a brief description of the actions taken at the Site:

- In May 2015, the Texas Commission on Environmental Quality referred the Site to the EPA.
- In May 2018, the EPA investigated the surface and sub-surface soils to determine the lateral and vertical extent of contamination at the Site and surrounding areas.
- The EPA conducted a removal action at the Site beginning on November 5, 2018, removing and disposing of PCB-contaminated soils and building elements.

Demand for Payment

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, the EPA has already taken certain response actions, which are listed above, and incurred certain costs in response to conditions at the Site. The EPA is seeking to recover from PRPs the response costs and all the interest expended at the Site and authorized to be recovered under Section 107(a) of CERCLA. The total response costs identified through August 31, 2020, for the Site are $3,833,694.38. Under Section 107(a) of CERCLA, EPA hereby makes a demand for payment from you and other PRPs for the above amount plus all interest authorized to be recovered under Section 107(a) of CERCLA. A summary of these costs reported through August 31, 2020, is enclosed as Enclosure 2.

The EPA would like to encourage communication between you, other PRPs and the EPA regarding the Site and this demand for payment. To assist you in your efforts to communicate, please find in Enclosure 3 a list of names and addresses of PRPs to whom this letter is being sent.

Ability to Pay Settlement

While this letter demands that SWEPCO reimburse the EPA for all funds spent at the Site, the EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe, and can document, that you fall within this category, please contact Mr. David Eppler by phone at 214-665-6529 or via email at eppler.david@epa.gov for information on ability to pay settlements. In response, you will receive a package of information about such settlements and a form to fill out with information about your finances, and you will be asked to

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submit financial records including federal tax returns. If the EPA concludes that SWEPCO has a legitimate inability to pay the full amount demanded, the EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Some or all of the costs associated with this notice may be covered by current or past insurance policies issued to SWEPCO. Most insurance policies will require that you timely notify your carrier(s) of a claim against you. To evaluate whether you should notify your insurance carrier(s) of this demand, you may wish to review current and past policies, beginning with the date of SWEPCO's first contact with the F. J. Doyle Site. Coverage depends on many factors, such as the language of the particular policy and state law.

Also, please note that, because the EPA has a potential claim against you, you must include the EPA as a creditor if you file for bankruptcy. The EPA reserves the right to file a proof of claim or an application for reimbursement of administrative expenses.

Resources and Information for Small Businesses

In January of 2002, President Bush signed into law the Superfund Small Business Liability Relief and Brownfields Revitalization Act. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may obtain a copy of the law at http://www.gpo.gov/fdsys/pkg/PLAW-107publ118/pdf/PLAW-107publ118.pdf and review the EPA guidance regarding these exemptions at http://cfpub.epa.gov/compliance/resources/policies/cleanup/superfund/

The EPA has also created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at http://www.epa.gov/compliance/compliance-assistance-centers. In addition, the EPA Small Business Ombudsman may be contacted at http://www.epa.gov/resources-small-businesses/forms/contact-us-about-resources-small-businesses. Finally, the EPA has developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act ("SBREFA") and information on resources for small businesses, which is included with Enclosure 4 with this letter and available on the Agency's website at http://www.epa.gov/compliance/small-business-resources-information-sheet.

ED_005335_00000084-00003

Your Response

Please send a written response to this cost recovery demand, within thirty (30) days of receipt of this letter, to:

Mr. David Eppler (SEDAE)
Enforcement Officer
Superfund and Emergency Management Division, Cost Recovery Section
U.S. EPA, Region 6
1201 Elm St, Suite 500
Dallas, Texas 75270
Telephone: (214) 665-6529
Email: eppler.david@epa.gov

If a response from you is not received within thirty (30) days, the EPA will assume that you have declined to reimburse the Superfund for the Site response costs, and the EPA will evaluate its enforcement options pursuant to CERCLA accordingly.

If you have questions regarding the response actions taken at the Site, please contact Mr. David Eppler at 214-665-6529. If you or your attorney have legal questions, please direct them to Mr. Leonard Schilling, Superfund Attorney, at 214-665-7166 or schilling.leonard@epa.gov.

Thank you for your prompt attention to this matter.

Sincerely yours,

Wren Stenger
Director
Superfund and Emergency Management Division

Enclosures:

1 Evidence of Liability
2 EPA Costs
3 List of Potentially Responsible Parties
4 Small Business Resource Information Sheet

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ENCLOSURE 1

EVIDENCE OF LIABILITY
F. J. DOYLE SALVAGE SUPERFUND SITE

CHRONOLOGY OF FRANK J. DOYLE & SONS TRANSFORMERS

- A PCB Inspection was conducted on 8/30/83. At the time of the inspection, the facility had 150 transformers, 100 empty casings transformer parts and 1-500 gallon and 1-900 gallon storage tanks. No PCB records of transactions were kept. Five samples were collected (2 from oil tanks and 3 soil samples from various areas of the site). One oil sample, from a 500 gallon tank, contained 82 ppm PCB and one soil sample from the SW. corner of the lot, contained 61 ppm PCB. Based on pictures taken during the time of the inspection, visible oil stains were seen at the site. In addition, no fence was around the facility. The facility had been in operation since about 1979.

- On January 25, 1984 a Civil Complaint was issued to the facility for failure to mark the 500 gallon tank, failure to prepare and implement an SPCC plan and failure to keep batch records for the 500 gallon tank. The total proposed penalty was $3,000. This matter was settled with a CA/CO on May 3, 1985, where the Respondent paid a final penalty of $50.00, based on inability to pay.

- On September 28, 1990 the EPA Emergency Response Branch (ERB) Technical Assistance Team (TAT) performed a site assessment at the facility in response to a citizens complaint concerning the improper handling and salvage of transformers. This complaint originally came into the EPA TSCA program and it was referred to ERB. The purpose of the 9/28/90 site visit was to perform PCB screening of oil and soil using CHLOR-N-OIL (TM) AND CHLOR-N-SOIL (TM) test kits. TAT observed 1-500 gallon tank, 1-900 gallon tank and 14-55 gallon drums that were being used for storage of transformer oil. Both tanks and all the 55 gallon drums were filled to capacity with transformer oil. Stored onsite were approximately 200-300 transformers to be salvaged. Two oil samples and three soil samples were collected and screened. One soil sample of a stained area at the northeast corner of the site and two oil samples from the 900 gallon storage tank and a 55 gallon drum all tested positive for PCBs above 50 ppm.

- On October 12, 1990 a PCB inspection, in addition to further sampling by the TAT, were conducted at the site. Of the 14-55 gallon drums that were present at the site on 9/28/90, only one drum contained oil. Both of the 900 and the 500 gallon tanks had been drained of oil and were in the process of being refilled. Again the TAT screened oil samples from transformers and the tanks. Fourteen samples were screened and five samples of the fourteen were sent for analysis. Two sweep samples were taken from the transformer dismantling building at unbiased locations. Two wipe

9457024

samples were collected from the kiln located in the dismantling building for PCB and dioxin analysis. Offsite grab surface samples were collected at the Doyle residence, Ex. 6 Personal Privacy (PP) esidence, drainage pathways adjacent to the site and drainage pathways in the school yard. A background grab surface soil sample was collected from the school practice field. All samples were collected for PCB analysis and two samples Ex. 6 Personal Privacy (PP) residence and school yard) were collected for dioxin analysis. Offsite wipe samples were collected at the Doyle residence, Ex. 6 Personal Privacy (PP) residence, and at the school building for dioxin analysis.

All samples analyzed for dioxin were non detect. Three sample sites contained PCBs greater than 50 ppm. Those were the Salvage Yard- North grid (89 ppm), Salvage Yard- South Grid (71 ppm) and the drainage pathway south of the site (280 ppm).

It was determined during this inspection that Mr. Doyle bought used transformers from only four sources, which were Southwestern Electric Power Co. (SWEPCO), City of Garland, Texas, Louisiana Power & Light and Public Service of Oklahoma. He had a heat cleaning oven for drying and removing transformer core residue to simplify removal of copper. The oven had a Texas Air Control Board permit. All of the scrap metal was sold to McKinney Metals. All transformer oil was sold to Scoggins Oil Co., Sallisaw, Okla.

- On 7/26/90 a PCB Inspection was conducted at McKinney Metals, McKinney, Texas. Based on the inspection findings, it was determined that Frank Doyle is the primary supplier of transformer cans and burned windings. Frank Doyle did not supply certifications or test results with this equipment. A sample was taken at the prepared ferrous and shearing area, where earlier that day several empty transformer cans had arrived from Frank Doyle. This sample contained 86.3 ppm PCB.

- On April 19, 1991 the TAT went back to the site to collect further samples from the drainage ditch. Four composite and one grab sample was taken for PCB analysis. Three of the samples contained PCBs in excess of 50 ppm (58 ppm, 271 ppm and 166 ppm). The ERB referred this case back to TSCA in July, 1991.

- On September 7, 1994 a PCB Inspection was conducted at the facility. At the time of the inspection, the facility had 11 drums of brass material, 91 drums of scrap metal, 751 empty transformers and 3 oil storage tanks (2-500 gallon and 1-275 gallon)at the facility. The transformers are now mainly purchased from Louisiana Power & Light and SWEPCO. The oil is still sold to John Scoggins and the scrap metal is sold to McKinney Metals. Four samples were taken during the inspection for PCB analysis. One soil sample taken from outside the fence in a drainage pathway between the fence and the road across the street from the school contained 11.8 ppm PCB.

- On January 25, 1995 a letter was sent to Mr. Doyle informing him of the PCB contamination at his site and soliciting his intentions in regards to characterization and, if appropriate, cleanup.

- On February 15, 1995 Worldwide Reclamation, contractor for Mr. Doyle, obtains surface samples of the site. This contractor does not consult with EPA before obtaining samples. All sample results were non-detect.

- On March 9, 1995 EPA conducts a site visit to meet with Mr. Doyle and Worldwide Reclamation to discuss further sampling of the site.

- On May 23-24, 1995 Worldwide Reclamation conducts sampling at the site. The number of samples taken during this time was restricted based on Mr. Doyle's financial status.

- On June 21, 1995 a meeting is held at the Frank Doyle site to discuss the sampling results and to discuss the need for a timely remediation response. Mr. Doyle was given until 6/27/95 to decide whether he was going to take responsibility for the cleanup.

- On June 27, 1995, based on a phone conversation with Mr. Doyle, he stated that he could not take responsibility for remediation efforts based on inability-to-pay.

Southwestern Electric Power Company

A Member of the Central and South West System

August 29, 1994

Mr. Frank J. Doyle
P. O. Box 312
Leonard, TX 75452

Dear Mr. Doyle:

Enclosed is an original, fully executed copy of Contract #3188 for our scrap transformer salvage.

If you have any questions, please call me at (318) 673-3417. We look forward to continuing work with you.

Sincerely,

Ronald L. Cosby
Mgr. Transformer & Meter Services

RLC/ci

Enclosure

cc: Mike Jones

428 Travis

Form 121

INTER-OFFICE MEMO
SOUTHWESTERN ELECTRIC POWER COMPANY

To John Floss
Env. Services - A.H.H.
Ron Cosby

Date 10/26

By

- Please answer direct and send me copy.
- Please approve and forward.
- Please approve and return to me.
- Please complete and return to me.
- Please file.
- For your information.
- Please take charge of this.
- Please note and forward.
- Please note and return to me.
- Please prepare reply for my signature.
- Please sign/initial and return to me.
- Your comments please.
- Returning.
- ✓ Completed per your request.
- Requisition _____ P. O. _____

REMARKS:

OVER

000002

SWEPCO CONTRACT NO. 3188

Miscellaneous--Rev. 7/27/94

This Agreement made and entered into by and between SOUTHWESTERN ELECTRIC POWER COMPANY, a Delaware Corporation, party of the first part, hereinafter called "COMPANY," and Frank J. Doyle Corporation (Name of organization), a scrap metal recycler (Type of Organization), authorized to do business in Texas (State), domiciled at Ex. 6 Personal Privacy (PP) (Street), Leonard, Texas 75452 (City, State, and Zip Code), party of the second part, operating as a Contractor, hereinafter called the "CONTRACTOR."

WITNESSETH THAT: for and in consideration of the premises and the mutual agreement and undertakings of the parties hereto, the CONTRACTOR agrees to the following terms and conditions:

(1) The CONTRACTOR agrees to furnish all labor, tools, and equipment, and to pay all expenses necessary for performing miscellaneous work to include purchasing of scrap transformers to be loaded on trailers furnished by F. J. Doyle or similar jobs as authorized by the Manager of Electric Systems, G. O. Section Manager, or their designated representative.

(2) The CONTRACTOR shall secure all permits and licenses imposed by law, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of his work. The CONTRACTOR shall also contract other contractors and utilities working in the area where the work is being done and attempt to coordinate his work with theirs.

(3) The CONTRACTOR shall not obligate the COMPANY to make any payments to another party, nor make any promises or representations of any nature to another party for, or in behalf of, the COMPANY without the written approval of the COMPANY.

(4) The CONTRACTOR agrees to provide and install all barricades, warning signs, flashers, etc., that may be required to protect and/or warn the public of open ditches or any other hazard created by the performance of his work.

(5) To the maximum extent permitted by law and in consideration of the benefits received under this contract, CONTRACTOR agrees that, as between itself and COMPANY, on behalf of itself and its insurers, it will defend, indemnify and hold COMPANY and COMPANY'S insurers, affiliates, directors, officers, employees, and agents (collectively "COMPANY") harmless from and against any and all claims, loss, liability, costs, damage, expenses (including but not limited to, reasonable attorney's fees and court costs) and obligations arising out of (a) any breach by CONTRACTOR of any of its representations, warranties, covenants or other agreements under this contract or (b) any personal injury or death of persons (including but not limited to injuries or death of employees, or agents of COMPANY, CONTRACTOR, or any SUBCONTRACTOR) or damage to or destruction of any property resulting from any occurrence, including but not limited to environmental damage in any way related to or arising out of the performance of the contract. In this respect, CONTRACTOR agrees to indemnify and hold COMPANY harmless from any acts or omissions, alleged or found to constitute negligence or other fault, caused directly or indirectly or solely by the COMPANY, its directors, officers, employees, or agents or jointly by the COMPANY, its directors, officers, employees, or agents and the CONTRACTOR, its agents, representatives, employees or SUBCONTRACTORS; or solely by the CONTRACTOR, its agents, representatives, employees or

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SUBCONTRACTORS. The CONTRACTOR agrees that it is the specific intent of CONTRACTOR to indemnify the COMPANY from the negligent acts or omissions of the COMPANY representatives, agents, employees, officers or directors, and whether caused directly or indirectly by the negligence of the COMPANY, its officers, agents, directors, representatives and/or employees; providing nothing herein shall create an obligation of CONTRACTOR to indemnify and hold harmless COMPANY from any claim, loss, liability, costs, damage or expense resulting from the willful and wanton negligence of COMPANY.

(6) In the event and to the extent that a claim is made by an employee of CONTRACTOR or any SUBCONTRACTOR against COMPANY or against any of COMPANY'S corporate affiliates, directors, officers, employees, agents or independent contractors, the intent of the preceding paragraph is that CONTRACTOR shall and hereby agrees to indemnify COMPANY, its corporate affiliates, directors, officers, employees, and agents to the same extent as if the claim was made by a nonemployee of CONTRACTOR or SUBCONTRACTOR. Accordingly, in addition to other provisions herein and in order to render the parties' intent of this indemnification covenant fully enforceable, CONTRACTOR, to the limited extent of an indemnification claim hereunder, expressly and without reservation waives any defense or immunity it may have under any applicable workers' compensation laws or any other statute of judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity.

(7) In the event that CONTRACTOR or CONTRACTOR'S insurance company fails to undertake the defense of any suit or claim arising out of this contract and for which CONTRACTOR owes the duty of indemnification, or undertakes any such defense on a delayed, conditional, restricted or qualified basis, and the COMPANY, in its sole discretion, thus finds it necessary to employ attorneys, investigators, expert witnesses and do such other things as are reasonably necessary to investigate and/or defend the claim or suit, then, in such event, CONTRACTOR obligates itself to pay any and all such costs and expenses, including court costs as may have been reasonably incurred by the COMPANY.

(8) The CONTRACTOR further agrees to save the COMPANY harmless from the payment of any contribution under the State Unemployment Compensation Act, and CONTRACTOR agrees that if it is subject to the State Unemployment Compensation Act, it will make whatever contributions are required under and by virtue of the provision of said Act to the proper authorities. CONTRACTOR shall furnish the COMPANY with proof that the Social Security has been paid and that all of its employees have been paid.

(9) The CONTRACTOR shall furnish evidence that the following insurance requirements have been complied with:

KIND	LIMITS OF LIABILITY
(A) Public Liability	$500,000
(B) Motor Vehicle Liability	$500,000

(10) Should CONTRACTOR fail to prosecute the work to the satisfaction of the COMPANY or to comply with any of the provisions of this agreement, the COMPANY may terminate this agreement upon twenty-four (24) hours' written notice to the CONTRACTOR.

(11) Payment by the COMPANY to the CONTRACTOR for work herein provided to be done shall be upon the following basis:
See Exhibit "1", attached.

(12) It is understood and agreed by and between the parties hereto that the CONTRACTOR herein is an independent CONTRACTOR and not an agent or employee of the COMPANY, that the CONTRACTOR shall employ, direct, control, supervise, manage, discharge and pay his own employees; that the COMPANY shall have no control of, or supervision over, the employees of the CONTRACTOR; that the CONTRACTOR is responsible to the COMPANY only for the furnishing of the proper tools and equipment, adequate crew supervision, and doing of the work called for in the contract in a good and workmanlike manner, and in accordance with the terms of the contract and to the satisfaction of the COMPANY.

(13) Approval by the COMPANY as required by sections of the Agreement shall be interpreted to mean approval by the COMPANY'S Manager of Electric Systems, G. O. Section Manager, or his designated representative.

(14) The CONTRACTOR specifically warrants and agrees CONTRACTOR will be solely and exclusively responsible for compensating any of CONTRACTOR'S employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and that no claims or liens of any type will be filed against any property owned by SWEPCO arising out of or incidental to the performance of any services performed pursuant to this contract. In the event a lien is filed, the CONTRACTOR agrees, upon written notice from SWEPCO, to immediately obtain a bond at its expense so as to bond the property free and clear from the said lien and hold SWEPCO harmless from any losses that may result from the filing or enforcement of said lien.

(15) The CONTRACTOR covenants, represents, and warrants:

(a) That all applicable provisions of Executive Order No. 11,246, dated September 24, 1965, the Rules and Regulations promulgated thereunder by the Office of Federal Contract Compliance of the United States Department of Labor, and all applicable requirements of the Equal Employment Opportunities Subchapter of the Civil Rights Act of 1964 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 will be fully met and observed in respect to the performance of services covered by this contract;

(b) That it has taken affirmative action to ensure that applicants for employment by it and its employees are dealt with without regard to race, color, religion, sex, or national origin.

(16) This contract shall cover :

a 24-month period from September 1, 1994 through August 31, 1996.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be executed in duplicate by their proper officers this the 10 day of AUGUST, 19 94.

CONTRACTOR

WITNESS:

Ex. 6 Personal Privacy (PP)

BY F.J. DOYLE 8/10/94
DATE

OWNER
TITLE

WITNESS:

SOUTHWESTERN ELECTRIC POWER COMPANY

Director of Engineering Services 8/19/94
DATE

Vice President-Operations & Engineering 8/22/94
DATE

CHECKED & APPROVED:

Manager of Transformers & Meter Services

Insurance

Environmental

EXHIBIT "1"

SCRAP TRANSFORMERS

1.5 kVA to 50 kVA	$1.25/kVA
75 kVA to 167 kVA	$1.00/kVA
200 kVA to 1000 kVA	$ .40/kVA

The Company agrees to load transformers for Contractor at Company's facility. Contractor takes immediate possession of transformers when they are loaded.

SCREENING SITE INSPECTION REPORT

Doyle, Frank J. Transformer Site; aka:
Frank J. Doyle Transformer

Leonard, Texas

TXD980865109

SIGNATURE PAGE

James D. Thompson
Texas Natural Resource Conservation Commission
Site Investigation Manager

29 June 1998
Date

Stephanie Pogue
Texas Natural Resource Conservation Commission
PA/SI Program QA/QC Officer

9-10-98
Date

Allan M. Seils
Texas Natural Resource Conservation Commission
PA/SI Program Manager

9/11/98
Date

Wesley G. Newberry
Texas Natural Resource Conservation Commission
PA/SI Program Technical Director

9-14-98
Date

William Kirchner
U.S. Environmental Protection Agency

Date

SSI Report

Doyle, Frank J. Transformer Site; aka: Frank J. Doyle Transformer Leonard, Fannin County, Texas TXD980865109

Prepared in cooperation with the

U.S. Environmental Protection Agency

Prepared by

Texas Natural Resource Conservation Commission
Site Assessment Section
Site Discovery and Assessment Program Staff
Austin, Texas

September 1998

The preparation of this report was financed through grants from the U.S. Environmental Protection Agency.

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APPENDICES

Appendix A - Site Photographs

Appendix B - Field Log Book

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National Brand
43-571
Made in USA

Field Log Book for SSI
Frank J. Doyle Transformer Site

TXD
Screening Site Inspection

12:30pm — Day 01 — Arrived at City Hall and met Gary Hazelwood, R4 Field Investigator to conduct site reconnaissance.

12:40pm — Day 01 — Conducted safety brief for reconnaissance.

Field Team Members:	TITLE	Phone No.
1. R4 James D. Thompson	Field Investigator	(817) 467-6450
2. R5 Gary Hazelwood	Field Investigator	(903) 535-5168
3. C/O Abbi Power	Field Investigator	(512) 239-2533
4. C/O Ray Newby	Field Investigator	(512) 239-4132

Off Site Reconnaissance — Frank J. Doyle — Wesley Dinley Water Wells

Wesley — Day 01

01/12/98 13:00pm — Met Charles Cooper Public Works Director (Acting) at City Hall. Went to [redacted] Located at the intersection of [redacted] well enclosed in a pump house. Hose from well head can be used to collect sample. Requested hose be connected to purge the well for 15 minutes tomorrow. No problems anticipated.

13:15 — Went to [redacted] located along [redacted] City Hall. Again will in a pump house. Plastic 3/4" pipe from well head can be used for sample collection point. Both wells can be sampled prior to chlorination.

James D. Thompson 1/12/98

Ex. 9 - Wells
Ex. 9 - Wells
Ex. 9 - Wells
Ex. 9 - Wells

1/12/98 - Day 01 (continued)

On-Site Reconnaissance

13:30 - Arrived at the F.J. Doyle Transformer Site and contacted Frank Doyle and Tim Ex. 6 Personal Privacy (PP) Introduced team members and stated purpose of the inspection. Conducted interview with Mr. Frank and Ex. 6 Personal Privacy (PP)

- facility was used as a horse barn prior to Mr. Frank Doyle beginning salvage operations late 1975 to early 1976.
- Former transformer suppliers were Public Service of Oklahoma, Texas Power & Light
- only supplier now is SWEPCO.
- all transformers are received already drained and only residuals are collected. all transformers are tested prior to receipt from the suppliers.
- sizes range from 1½ KVA to 500 KVA average size is 25-50 KVA
- approximately 100 transformers were noted on-site stored outside and around perimeter fence. Gate locked.

Operations Procedures:

1. Transformer received in N. off-load area and stored along fence prior to processing.
2. Transformer lifted by fork lift to inside shop.
3. Oil drained by hand/electric pump to collection drums.
4. Copper / aluminum core removed and placed on drain tray to drip dry. Collected oil pumped to collection drum (satellite storage container), usually 55-gal drum.
5. Metal base/casing removed and copper core placed in oven and baked. Smoke comes from wood stove.
6. Baked core collected in bins for recycling.

James DeJon 1/12/98

SOUTHWESTERN ELECTRIC POWER COMPANY
A Member of the Central and South West System

FOR COMPANY BUSINESS ONLY

SUBJECT: SCRAP TRANSFORMERS DATE: MAY 6, 1991

COMPANY WIDE

FROM: A. M. SMOAK 417 (EXT.) G. O. ENGR. (DEPT.) RM. 424 (LOCATION/ROOM)

TO: MIKE JONES PURCHASING (DEPT.) RM. 1015M (LOCATION/ROOM)

Please prepare a bid request for scrap transformers generated by SWEPCO. The present contract with F. J. Doyle scrap metal expires May 31, 1991.

I am including a revised copy of the bid letter from 1989, a suggested bidders list and a blank contract (M 91) to be included with each bid request. I recommend that the contract be for one year with an option to extend for an additional year. Once the successful bidder is selected, an environmental audit of that facility might be required to ensure that materials are handled in an environmentally sound manner. Note that Yaffee Iron & Metal Company, Inc. was not included on the bidders list because of problems found during an environmental assessment visit in 1989 by Bruce Wright.

am Smoak

jsg

Enclosures

c: J. C. ALLEN
BRIAN BOND
CHRISTY GREEN
J. WARD MARTAINDALE

5/8/91

I ASKED MALCOM TO CHECK WHETHER THEY WERE STILL INTERESTED IN HAVING ME VISIT ROLLINS OR ANY OTHER SITES IN AREA IN THE LAST WEEK OF MAY — IF SO I'D MAKE TRAVEL ARRANGEMENTS. HE SAID HE THOUGHT SO BUT WOULD CHECK WITH WARD.

BW

000055

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ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 050289

PRODUCER

J.L. Green Insurance AGency
3914 Wesley St.
Greenville, Texas 75401

214-455-7784

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Old American County Mutual
COMPANY LETTER B	Ohio Casualty Insurance Company
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

F. J. Doyle
P.O. Box 312
Leonard, Texas 75454

COVERAGES

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	EACH OCCURRENCE	AGGREGATE
B	GENERAL LIABILITY [ ] COMPREHENSIVE FORM [X] PREMISES/OPERATIONS [ ] UNDERGROUND EXPLOSION & COLLAPSE HAZARD [ ] PRODUCTS/COMPLETED OPERATIONS [ ] CONTRACTUAL [ ] INDEPENDENT CONTRACTORS [ ] BROAD FORM PROPERTY DAMAGE [ ] PERSONAL INJURY	Application	5-1-89	5-1-90	BODILY INJURY	$	$
					PROPERTY DAMAGE	$	$
					BI & PD COMBINED	$ 500	$ 500
					PERSONAL INJURY		$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS (PRIV. PASS.) [X] ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] GARAGE LIABILITY	BP 100334	3.10-89	3-10-90	BODILY INJURY (PER PERSON)	$	
					BODILY INJURY (PER ACCIDENT)	$	
					PROPERTY DAMAGE	$	
					BI & PD COMBINED	$ 500	
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				BI & PD COMBINED	$	$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
						$ (EACH ACCIDENT)	
						$ (DISEASE-POLICY LIMIT)	
						$ (DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

SWEPCO
P.O. Box 21106
Shreveport, Louisiana 71156

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

J.L. Green Insurance AGency

000056

© IIR/ACORD CORPORATION 1984

SWEPCO CONTRACT NO. 2527
Miscellaneous

This Agreement made and entered into by and between SOUTHWESTERN ELECTRIC POWER COMPANY, a DELAWARE CORPORATION, party of the first part, hereinafter called "COMPANY", and FRANK J. DOYLE (Name of Organization) a Corporation (Type of Organization) authorized to do scrap metal recycling (Type of Business) in Texas (State), domiciled at Ex. 6 Personal Privacy (PP) (Street) Leonard (City), Texas (State), 75452 (Zip), party of the second part, operating as a Contractor, hereinafter called the "CONTRACTOR".

WITNESSETH THAT: for and in consideration of the premises and the mutual agreement and undertakings of the parties hereto, the CONTRACTOR agrees to the following terms and conditions:

(1) The CONTRACTOR agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for performing miscellaneous work to include purchasing of scrap transformers to be loaded on trailers furnished by F. J. Doyle

_____ or similar jobs as authorized by the Division Superintendent, G. O. Section Manager, or their designated representative.

(2) The CONTRACTOR shall secure all permits and licenses imposed by law, pay all charges and fees, and give all notices necessar and incident to the due and lawful prosecution of his work. The CONTRACTOR shal also contact other contractors and utilities working in the area where the work is being done and attempt to coordinate his work with theirs.

(3) The CONTRACTOR shall not obligate the COMPANY to make any payments to another party, nor make any promises or representations of any nature to another party for, or in behalf of, the COMPANY witl out the written approval of the COMPANY.

(4) The CONTRACTOR agrees to provide and install all barricades, warning signs, flashers, etc., that may be required to protect and/or warn the public of open ditches or any other hazard created by the performance of his work.

(5) In consideration of the benefits received under this contract, the CONTRACTOR agrees to indemnify the COMPANY, and its officers, agents and employees, from and against any and all liability, loss or

costs in any way caused by or arising out of the performance of this contract including, but not limited to, claims for death, personal injury or property damage. CONTRACTOR further agrees to hold the COMPANY harmless in the premises not only for all claims, suits, judgments or costs in any way caused by or arising out of the performance of this contract by the CONTRACTOR, or by third persons, but also will hold the COMPANY harmless from any acts or omisions caused directly or indirectly by the COMPANY, its agents or employees, willful and wanton negligence excepted.

(6) The CONTRACTOR expressly agrees that he shall indemnify, defend at his expense and completely hold harmless the COMPANY, its successors and/or assigns, from any and all claims of any type or nature whatsoever for damage to property resulting from any actions or inactions on the part of the CONTRACTOR, including but not limited to any claims for damages to crops, fences, land, waterways, livestock, woodland, buildings or improvements and specifically including any and all environmental claims. For purposes of this indemnification agreement, environmental claims include any and all claims asserted by any person or entity pursuant to any present or future federal, state or municipal laws, statutes, ordinances or regulations in any manner governing or affecting the environment or hazardous substances or wastes. The CONTRACTOR shall immediately assume the defense of such claims upon receipt of notice from the COMPANY.

(7) The CONTRACTOR further agrees to save the COMPANY harmless from the payment of any contribution under the State Unemployment Compensation Act, and CONTRACTOR agrees that if it is subject to the State Unemployment Act, it will make whatever contributions are required under and by virtue of the provision of said Act to the proper authorities. CONTRACTOR shall furnish the COMPANY with proof that the Social Security has been paid and that all of its employees have been paid.

(8) The CONTRACTOR shall furnish evidence that the following insurance requirements have been complied with:

KIND	LIMITS OF LIABILITY
(A) Public Liability	$500,000
(B) Motor Vehicle Liability	$500,000

In the event that CONTRACTOR's insurance company undertakes the defense of any suit or claim arising out of this contract on any conditional, restricted or qualified basis, and the COMPANY, in order to properly protect its interests, thus finds it necessary to employ attorneys, investigators, expert witnesses, and do such other things as are reasonably necessary to investigate and/or defend the claim or suit, then, in such event, CONTRACTOR obligates itself to pay all of such cost and expense, including court costs, as may have been reasonably incurred by COMPANY.

(9) Should CONTRACTOR fail to prosecute the work to the satisfaction of the COMPANY or to comply with any of the provisions of this agreement, the COMPANY may terminate this agreement upon twenty-four hours' written notice to the CONTRACTOR.

(10) Payment by the COMPANY to the CONTRACTOR for work herein provided to be done shall be upon the following basis:

(11) It is understood and agreed by and between the parties hereto that the CONTRACTOR herein is an independent CONTRACTOR and not an agent or employee of the COMPANY, that the CONTRACTOR shall employ, direct, control, supervise, manage, discharge and pay his own employees; that the COMPANY shall have no control of, or supervision over, the employees of the CONTRACTOR; that the CONTRACTOR is responsible to the COMPANY only for the furnishing of the proper tools and equipment, adequate crew supervision, and doing of the work called for in the contract in a good and workmanlike manner, and in accordance with the terms of the contract and to the satisfaction of the COMPANY.

(12) Approval by the COMPANY as required by sections of the Agreement shall be interpreted to mean approval by the COMPANY'S Division Superintendent, or his designated representative.

(13) The CONTRACTOR covenants, represents, and warrants:

(a) That all applicable provisions of Executive Order No. 11,246, dated September 24, 1965, the Rules and Regulations promulgated thereunder by the Office of Federal Contract Compliance of the United States Department of Labor, and all applicable requirements of the Equal Employment Opportunities Subchapter of the Civil Rights Act of 1964 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation of 1973 will be fully met and observed in respect to the performance of services covered by this contract;

(B) That it has taken affirmative action to insure that applicants for employment by it and its employees are dealt with without regard to race, color, religion, sex, or national origin.

(13) This contract shall cover request for Quotation 7292 _____ _____.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be executed in quadruplicate by their proper officers this the 1st day of May, 1989.

CONTRACTOR:

WITNESS: Janie Pierson

F. J. Doyle Scrap Metals

BY [signature] 5/1/89 DATE

TITLE Owner

WITNESS:

SOUTHWESTERN ELECTRIC POWER COMPANY

DIRECTOR-TRANSMISSION & DISTRIBUTION ENGINEERING — DATE

WORK ORDER NO._____ Distribution

_____ Transmission

CHECKED & APPROVED:

Division Robert Walker

Division [signature]

Division [signature]

Insurance [signature]

Manager, Distribution Engineering & Operations [signature]

Manager of Environmental Affairs Jay A. Pruett

R.A. Badger

M - 89

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DAP 8/26

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: August 26, 1983

SUBJECT: PCB Inspection Request - Transformer Salvage Operation, Leonard, Texas

FROM: Norman Dyer, Chief
Pesticides & Toxic Substances Branch, 6AW-P

TO: James Stiebing, Chief
Surveillance Branch, 6ES-S

We request an inspection as soon as practical of a transform salvaging operation on a vacant lot adjacent to the high school in Leonard, Texas. Leonard is in Fannin County and the school is near the intersection of Hwys 78 & 69.

According to our informant, there are at least 100 transformers on this lot, and the oil from the transformers is being dumped on the ground. The person responsible or this activity is unknown at this time.

In addition to documenting the presence of PCBs by examining manufacturer's plates and sampling, the inspector should determine when the salvaging operation began at this location. The source of the transformers should be determined, and we would like to know if any analytical data is available on them.

cc: Hathaway, 6AW-S
Hull, 6AW-H

EPA Form 1320-6 (Rev. 3-76)

TX-83-8-748

PCB COMPLIANCE INSPECTION REPORT
(40 CFR PART 761)

SECTION A. FACILITY SUMMARY

NAME AND ADDRESS OF FACILITY (Include county, state and ZIP code)

Frank J. Doyle

Ex. 6 Personal Privacy (PP) (Fannin County)

Leonard, Texas 75452

Frank J. Doyle	Owner	(214)587-3342
(President / VP / Owner)	(Title)	(Phone)
(Facility Representative)	(Title)	(Phone)

Transformer Salvage Yard

Type of Facility (Utility, Salvage Yard, Refinery, etc.)

SECTION B. INSPECTION/REVIEW/COMMENTS

INSPECTED BY: R. P. McLaughlin (Signature) — 6ES-SH 30 August 1983 (Agency & Date)

REVIEWED BY: Dave Peters (Signature) — 6ES-SH (Agency & Date)

COMMENTS: This inspection was conducted as the result of a request from the Regional Program Office acting on an informant complaint. (Copy attached). The lot in question is a corner lot of Cottonwood St and Poplar St. Approximately 90' deep and 180' wide.

Frank Doyle began a salvage/junk operation about five years ago. He buys old/used transformers through bids from various sources. Three sources according to Mr Doyle were: Southwestern Electric Power Company, Longview, TX; City of Garland, TX; and Floydada Lighthouse, TX. He stated he buys them through the bid process and he is supposed to be assured they are non-PCB. Most of the time, he stated, the transformers are drained of oil. He draines those with oil into two tanks on the property, 1-500 gal and/or 1-900 gal tank. About once each year the oil is sold to John Scoggins, Oklahoma.

N/A (Not Applicable)
C/A (Comments Attached)

(over)

(9/82)

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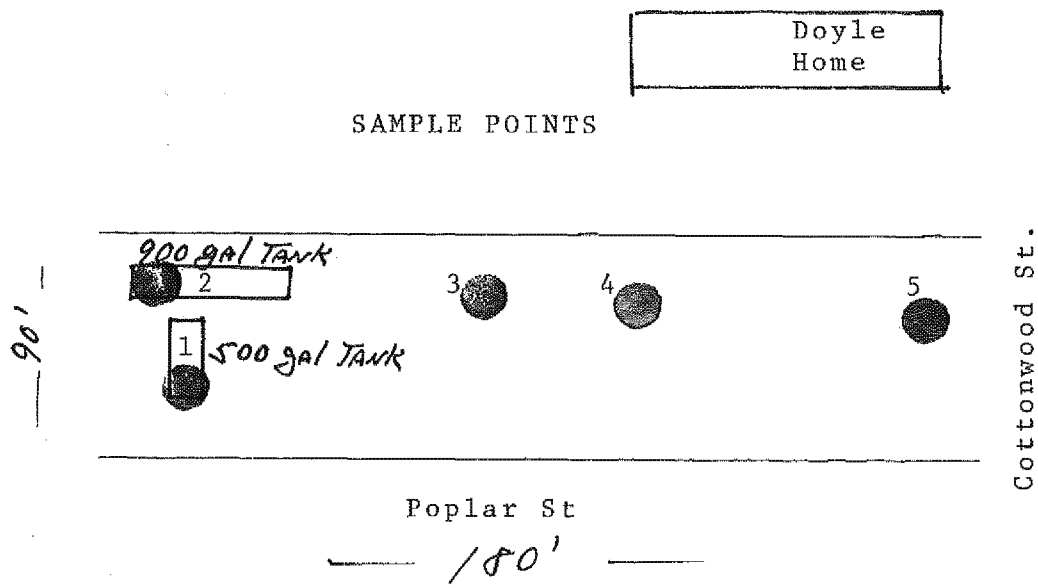
No analysis of the oil takes place since he is supposedly assured that the oil contains non-PCBs. He said that bids are mailed to addressees who deal with transformer salvage and get their name on the mailing lists. He said he did not keep paperwork on these transactions but that I could probably get sales slips, etc., from the selling source.

On the lot as the photos will show there were about 150 transformers, 100 empty casings, and transformersparts (coils, etc), plus the two oil storage tanks. Oil samples were collected from each tank and soil samples were collected from three ground stains. Samples were shipped to the Houston Lab for analysis.

Of special note here is that Scoggins of Oklahoma is the buyer of his waste oil. He said he sells to no one else and that it amounts to about 1400 gallons per year. (Reference TSCA Docket No VI-15C)

SAMPLE POINTS



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VI
1201 ELM STREET
DALLAS, TEXAS 75270

TSCA NOTICE of INPSECTION

Inspector's Name & Address	Name of Firm
R. P. McLaughlin (6ES-SH)	FRANK J. Doyle
Inspector's Signature	Firm Address
R P McLaughlin	Ex. 6 Personal Privacy (PP) ty
Title	Leonard, Texas 75452
TSCA Field Inspector	Date: 30 August 1983 / Time: 1030

REASON FOR INSPECTION

Under the authority of Section 11 of the Toxic Substance Control Act

[X] For the purpose of inspecting (including taking samples, photographs, statements, and other inspection activities) an establishment, facility, or other premises in which chemical substances or mixtures or articles containing same are manufactured processed or stored, or held before or after their distribution in commerce (Including records, files, papers, processes, controls, and facilities) and any conveyance being used to transport chemical substances, mixtures, or articles containing same in connection with their distribution in commerce (including records, files, papers, processes, controls, and facilities) bearing on whether the requirements of the Act applicable to the chemical substances, mixtures, or articles within or associated with such premises or conveyance have been compiled with.

[ ] In addition, this inspection extends to (circle appropriate letters):

(A) Financial data
(B) Sales data
(C) Pricing data
(D) Personnel data
(E) Research data

The nature and extent of inspection of such data specified in A through E above as follows:

TSCA Inspection
Confidentiality Notice

It is possible that EPA will receive public requests for release of the information obtained during inspection of the facility above. Such requests will be handled by EPA in accordance with provisions of the Freedom of Information Act (FOIA), 6 U.S.C. 552; EPA regulations issued thereunder, 40 CFR Part 2; and the Toxic Substances Control Act, Section 14. EPA is required to make inspection data available in response to FOIA requests unless the Administrator of the Agency determines that the data contains information entitled to confidential treatment.

Any or all the information collected by EPA during the inspection may be claimed confidential if it relates to trade secrets or commercial or financial matters that you consider to be confidential. If you make claims of confidentiality, EPA will disclose the information only to the extent, and by means of the procedures, set forth in the regulations (cited above) governing EPA treatment of confidential information. Amoung other things, the regulations require that EPA notify you in advance of publicly disclosing any information you have claimed and certified confidential.

To Claim Confidential Information

To claim information confidential, you must certify that each claimed item meets all of the following criteria:

1. Your company has taken measures to protect the confidentiality of the information, and it intends to continue to take such measures.

2. The information is not, and has not been, reasonably obtainable without your company's consent by other persons (other than governmental bodies) by use of legitimate means (other than discovery based on a showing of special need in a judicial or quasi-judical proceeding).

3. The information is not publicly available elsewhere.

4. Disclosure of the information would cause substantial harm to your company's competitive position.

At the completion of the inspection, you will be given a receipt for all documents, samples, and other materials collected. At that time, you may make claims that some or all of the information is confidential and meets the four criteria listed above.

If you are not authorized by your company to make confidentiality claims, this notice will be sent by certified mail, along with the receipt for documents, samples, and other materials to the Chief Executive Officer of your firm within two days of this date. The Chief Executive Officer must return a statement specifying any information which should receive confidential treatment.

The statement from the Chief Executive Officer should be addressed to:

John West, DCO (6AW-P)
EPA Region 6
1201 Elm Street
Dallas, Texas 75270

and mailed by registered, return-receipt-requested mail within seven (7) calendar days of receipt of this Notice.

Failure by your firm to submit a written request that information be treated as confidential, either at the completion of the inspection or by the Chief Executive Officer within the seven-day period, will be treated by EPA as a waiver by your company of any claims for confidentiality regarding the inspection data.

To be completed by facility official receiving these notices.

I have received and read the Notice of Inspection and Confidentiality Notice.

If there is no one on the premises of the facility who is authorized to make business confidentiality claims for the firm, a copy of this Notice and other inspection materials will be sent to the company's chief executive officer. If there is another company official who should also receive this information, please designate below.

Name Frank P. Doyle	Name
Title Property Owner	Title
Signature	Address
Date 08-30-83	

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VI
1201 ELM STREET
DALLAS, TEXAS 75270

08-30-83
(Date)

RECEIPT FOR SAMPLES

NAME AND TITLE OF EPA REPRESENTATIVE: R. P. McLaughlin (6ES-SH)
TSCA Field Inspector
(Signature)

SAMPLES COLLECTED:

SAMPLE NUMBER	TIME	PLACE COLLECTED	TYPE	VOLUME	SPLIT SAMPLE REQUESTED	SPLIT SAMPLE PROVIDED
01	1100	500 gal tank	Oil	4 oz	No	No
02	1115	900 gal tank	Oil	2 oz	No	No
03	1120	SW cerner	Soil	8 oz	No	No
04	1130	Midway W border	Soil	8 oz	No	No
05	1140	NW corner	Soil	8 oz	No	No

ACKNOWLEDGEMENT OF FACILITY REPRESENTATIVE

The undersigned acknowledges that the samples described above have been collected.

NAME, TITLE AND ADDRESS OF FACILITY REPRESENTATIVE:
Frank P. Doyle (214)587-3342
Ex. 6 Personal Privacy (PP) Leonard, TX 75452

(Signature) 8-30-83 (Date)

DISTRIBUTION: One copy facility representative
One copy for inspector's records
Original to Regional Office

Mr. Frank Bryan
I thought it interesting that you requested an audit on this facility and I was not at least notified!
Ward M.
7/26/93

SOUTHWESTERN ELECTRIC POWER COMPANY
A Member of the Central and South West System

FOR COMPANY BUSINESS ONLY

SUBJECT: F.J. Doyle Junk Transformer Salvage Audit DATE: July 8, 1993

FROM: John Flood | 252 (EXT.) | Environmental (DEPT.) | Arsenal Hill (LOCATION/ROOM)

TO: Frank Bryan | Construction (DEPT.) | 412M (LOCATION/ROOM)

At your request, Brian Whatley and I conducted an audit of F.J. Doyle Junk Transformer Salvage in Leonard, Texas on June 24, 1993. Mr. Doyle accompanied us on the facility inspection and afterwards answered our questions satisfactorily.

Our impressions of his business are:

1. The site is small but fairly well maintained considering the nature of his business. He had recently constructed a concrete containment structure around his aboveground waste transformer oil tanks and indicated that he planned to build a roof over the area. His tanks do not meet the minimum volume requirements for an SPCC plan. We were able to identify many transformers on his yard that came from SWEPCO. His primary business is metal recovery from the transformers; however, some transformers are taken to rewinders then sold for reuse.

2. Several wastes are generated in the transformer dismantling and metal recovery processes. One is ash from a burn-out oven and the other is waste transformer oil. These wastes are regulated under the Texas Water Commission (TWC) Industrial Solid Waste Regulations. Mr. Doyle does not have the proper registrations nor waste management controls in place to properly manage these wastes.

3. Mr. Doyle does not have an adequate recordkeeping system. He told us that he receives documentation with each load of transformers stating that the PCB concentration of each unit is < 50 ppm PCBs. However, he only keeps these records until the transformers are paid for. Two or three years ago he was inspected by EPA or TWC (he was not sure which one). When the inspectors arrived at his site, one of them suited up and they began collecting soil samples around his transformer storage yard and home. Sometime later he was notified that the samples were clean. He did not have the names of the inspectors, which agency they were from, photos, or a report of the inspection.

In order for us to recommend that SWEPCO continue doing business with F.J. Doyle, we feel that Mr. Doyle should:

1. Obtain a Texas Water Commission generator ID number for generating solid waste in Texas.

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7/20/93 8:00 AM

Frank Doyle called -

said he has retained Worldwide consultants, of Dallas, TX (214-329-0052) to prepare his requests for:

Transporter ID
Generator ID
waste codes
- ash
- oil.

They are trying to file the requests with TWC by the end of this week.

We can call ~~[illegible]~~ Worldwide if we have any questions.

B.W.

7.23.93 2:00 pm
Frank Doyle called to tell me that he has obtained a temporary transporter ID on FFFFF. He has applied for a generator ID + waste codes for his waste. Will keep us posted.

ED_005335_00000084-00033

Phone Memo 8-13-93 3:45 pm

I informed Frank of the findings of our audit on 6-24-93. He said that he would contact TWC + get the necessary applications to complete. I asked him to keep me posted + call if I could help.

J. Frank

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F.T. Doyle Leonard, TX 6-24-93 10:30 am

Oil tank in cartonmat built in 92 approx.
2 - 500's, 1 - 275, 500 gal tank eliminated

EPA
TWC Ft. Worth visited 2-3 years sampled - no response

Auto Transformer from Anderson
40 45 gal oil capacity - drained, non PCB label

Same xfmr sold to rewinder for reuse

McKinney junk take all junk iron.
Oil dry & lime put in empty tank

Leonard High School across street on Poplar

Auto fmr load upon lbs of Cu, $7.15 big on scale charge,
$4.00 local scale chg.

Call Malcolm to get file on F.T. Doyle. Contract,
permits, insurance

BB 12 over - Bogco - no ash produced. TAB
does not require permit now.

Ex. 6 Personal Privacy (PP) works in ship. Ex. 6 Personal Privacy (PP) -
Son-in-law also work. They are in Houston
visiting Hemp today.

000015

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No EPA I.D. no, no Tax generator I.D.

Scoggins picks up oil / no paperwork

City of Gladewater - has not had their business in 1 yr.

P.S.O - no business in 2 yrs. Now going to OKla. as Valley Electric Power

Yazoo ~~City Scrap~~ in Mississippi 2 loads / yr.

Louisiana Power + Light

Local officials

- City administrator + all others the same

A + 15 6 ft fence

3 x 2 x 2 ft deep concrete pit in shop. Excess oil pumped from pit to tanks.

32 barrels of brass on site

10 - 12 barrels scrap aluminum

1 E. rollaff for long iron, 1 rollaff for short iron.

Cut dust in drums - 3 - in shop

Approx 2 barrels of oil / yr from burner + broken porcelain disposed of at farm

Transformers come in with paperwork showing contamination, etc. Mr. Doyle ~~do~~ keeps paper until transformers are paid for.

Brian Edwards calls on large xfmrs. Don Hill in Longview, Simmie Hutchinson in Longview, Curtis Harcock in Texarkana

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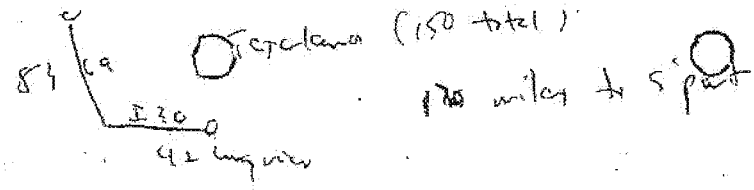

xfers bid by Eva on contract per year.
Contract now expired.

TAC B Jorge Ibarra Engineering Specialist
817 - 732 - 5531 6421 Camp Bowie Blvd Suite 312
Ft. Worth TX 76116

SOUTHWESTERN ELECTRIC POWER COMPANY
A Member of the Central and South West System

FOR COMPANY BUSINESS ONLY

SUBJECT: SCRAP TRANSFORMERS DATE: MAY 6, 1991

COMPANY WIDE

FROM: A. M. SMOAK 417 (EXT.) G. O. ENGR. (DEPT.) RM. 424 (LOCATION/ROOM)

TO: MIKE JONES PURCHASING (DEPT.) RM. 1015M (LOCATION/ROOM)

Please prepare a bid request for scrap transformers generated by SWEPCO. The present contract with F. J. Doyle scrap metal expires May 31, 1991.

I am including a revised copy of the bid letter from 1989, a suggested bidders list and a blank contract (M 91) to be included with each bid request. I recommend that the contract be for one year with an option to extend for an additional year. Once the successful bidder is selected, an environmental audit of that facility might be required to ensure that materials are handled in an environmentally sound manner. Note that Yaffee Iron & Metal Company, Inc. was not included on the bidders list because of problems found during an environmental assessment visit in 1989 by Bruce Wright.

am Smoak

jsg

Enclosures

c: J. C. ALLEN
BRIAN BOND
CHRISTY GREEN
J. WARD MARTAINDALE

5/8/91

I ASKED MALCOM TO CHECK WHETHER THEY WERE STILL INTERESTED IN HAVING ME VISIT ROLLINS OR ANY OTHER SITES IN AREA IN THE LAST WEEK OF MAY — IF SO I'D MAKE TRAVEL ARRANGEMENTS. HE SAID HE THOUGHT SO BUT WOULD CHECK WITH WARD.

BW

000055

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XC: Jay Pruett
2-16-89

Southwestern Electric Power Company
P. O. BOX 21106 · SHREVEPORT, LOUISIANA 71156

RECEIVED
FEB 14 1989
OFFICE OF
J. W. MARTAINDALE

February 14, 1989

Mr. F.J. Doyle
F.J. Doyle Scrap Metal
P.O. Box 312
Leonard, TX 75452

Dear Mr. Doyle:

You are invited to bid on our Scrap Transformer Program for the period March 15, 1989 through March 15, 1990, with an option year through March 15, 1991.

1) QUANTITY - Our volume of scrap transformers is expected to be approximately 800 to 900 units per year. These figures are estimates only.

2) SIZE & TYPE- Scrap transformers generally vary in size from 1 kVA to 1,000 kVA, with an occasional larger unit. Most of these units will be pole type transformers, with some 1Ø pad-mounted units and a few 3Ø pad-mounted units.

3) LOCATIONS - Scrap transformers will be collected by SWEPCO at the following locations:

a) 6130 Union Street
Shreveport, LA 71108

b) 1221 Karnes Road
Longview, TX 75604

c) 3708 West 7th Street
Texarkana, TX 75501

d) 101 W. Township St.
Fayetteville, AR 72703

4) CONDITION OF UNITS - All scrap transformers will be drained of oil by SWEPCO prior to shipment to dealers' facilities. Some units may contain residual oil only. Only units tested at less than 50 ppm PCB content will be scrapped.

5) DISPOSAL - All transformers shipped to the scrap facility are to be dismantled and processed as scrap material only. No transformers are to be reused or resold intact to another party.

6) PRICES - Bids are requested based on the following closing prices as published in American Metal Market:

Refiners Copper Scrap - Light Copper
Brass Ingot Makers Scrap - Yellow Brass Solids
Secondary Smelters' Scrap Aluminum - Mixed Clips
Scrap Iron & Steel - No. 2 heavy melt - St. Louis

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The figures used shall be those published the Monday following the date transformers are picked up.

Optional pricing methods will be considered; however, bids based on these closing prices are also requested to aid with fair evaluations.

7) OPTIONAL TRAILERS - As an option, empty flatbed trailers are requested for each location so that units to be scrapped can be loaded on an as needed basis. The dealer will be notified when the trailer is filled. An empty trailer is to be delivered when the filled trailer is picked up. It shall be the responsibility of the dealers driver to secure all units prior to leaving SWEPCO's property.

8) PAYMENTS - Payments for all scrap transformers are to be made within thirty (30) days after units are picked up. All payments should be made by check payable to SWEPCO, mailed to Purchasing Department, P.O. Box 21106, Shreveport, LA 71156. The total number of units picked up and the location of the units must be included with the payment.

9) CONTRACT - This work will be covered by the enclosed general contract (M-89). Please refer to it for general terms and conditions, insurance requirements, etc.

Bids must be received in SWEPCO's Purchasing Department on or before 2:00 p.m., March 7, 1989, if they are to receive consideration. Please seal you bid in the enclosed envelope and return it to me at the above address.

Bids will be opened privately at 2:00 p.m., March 7, 1989. We reserve the right to reject any and all proposals. If you have any questions, please call me at (318) 222-2141, extension 332 or Ward Martaindale, extension 416.

Sincerely,

Robert D. Mabry

Robert D. Mabry
Assistant Purchasing Agent

smt

Enclosures

cc: H.E. Jennings
J.W. Martaindale
K.G. Lawrence
M.K. Beasley
G.A. Shows
F.D. Jones

FD-005335-00000084-00040

Southwestern Electric Power Company
P. O. BOX 21106 · SHREVEPORT, LOUISIANA 71156

February 14, 1989

COPY

Mr. F.J. Doyle
F.J. Doyle Scrap Metal
P.O. Box 312
Leonard, TX 75452

Dear Mr. Doyle:

You are invited to bid on our Scrap Transformer Program for the period ~~March 15, 1989~~ JUNE 1, 1989 through ~~March 15, 1990,~~ JUNE 1, 1990 with an option year through ~~March 15, 1991.~~ JUNE 1, 1991

1) QUANTITY - Our volume of scrap transformers is expected to be approximately 800 to 900 units per year. These figures are estimates only.

2) SIZE & TYPE- Scrap transformers generally vary in size from 1 kVA to 1,000 kVA, with an occasional larger unit. Most of these units will be pole type transformers, with some 1Ø pad-mounted units and a few 3Ø pad-mounted units.

3) LOCATIONS - Scrap transformers will be collected by SWEPCO at the following locations:

a) 6130 Union Street
Shreveport, LA 71108

b) 1221 Karnes Road
Longview, TX 75604

c) 3708 West 7th Street
Texarkana, TX 75501

d) 101 W. Township St.
Fayetteville, AR 72703

4) CONDITION OF UNITS - All scrap transformers will be drained of oil by SWEPCO prior to shipment to dealers' facilities. Some units may contain residual oil only. Only units tested at less than 50 ppm PCB content will be scrapped.

5) DISPOSAL - All transformers shipped to the scrap facility are to be dismantled and processed as scrap material only. No transformers are to be reused or resold intact to another party.

6) PRICES - Bids are requested based on the following closing prices as published in American Metal Market: /Kva

Refiners Copper Scrap - Light Copper
Brass Ingot Makers Scrap - Yellow Brass Solids
Secondary Smelters' Scrap Aluminum - Mixed Clips
Scrap Iron & Steel - No. 2 heavy melt - St. Louis

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~~The figures used shall be those published the Monday following the date transformers are picked up.~~

~~Optional pricing methods will be considered; however, bids based on these closing prices are also requested to aid with fair evaluations.~~

7) OPTIONAL TRAILERS - As an option, empty flatbed trailers are requested for each location so that units to be scrapped can be loaded on an as needed basis. The dealer will be notified when the trailer is filled. An empty trailer is to be delivered when the filled trailer is picked up. It shall be the responsibility of the dealers driver to secure all units prior to leaving SWEPCO's property.

8) PAYMENTS - Payments for all scrap transformers are to be made within thirty (30) days after units are picked up. All payments should be made by check payable to SWEPCO, mailed to Purchasing Department, P.O. Box 21106, Shreveport, LA 71156. The total number of units picked up and the location of the units must be included with the payment.

9) CONTRACT - This work will be covered by the enclosed general contract (M-~~89~~ 86). Please refer to it for general terms and conditions, insurance requirements, etc.

Bids must be received in SWEPCO's Purchasing Department on or before 2:00 p.m., ~~March 7, 1989,~~ May 7, 1991 if they are to receive consideration. Please seal you bid in the enclosed envelope and return it to me at the above address.

Bids will be opened privately at 2:00 p.m., ~~March 7, 1989~~ May 17 1991. We reserve the right to reject any and all proposals. If you have any questions, please call me at (318) 222-2141, extension 332 or ~~Ward Martaindale~~ Malcolm Smoak, extension ~~416.~~ 417

Sincerely,

Robert D. Mabry

Robert D. Mabry
Assistant Purchasing Agent

smt

Enclosures

cc: H.E. Jennings
J.W. Martaindale
K.G. Lawrence
M.K. Beasley
G.A. Shows
F.D. Jones

ED_005335_00000084-00042

SUGGESTED 1991 SCRAP TRANSFORMER BID LIST

check out

~~Mr. Wendell Gathright~~
~~Rixey Iron & Metal Company~~
~~8033 Old Jacksonville Highway~~
~~North Little Rock, AR 72117~~

→ Ask Mary Ann if we have a system credit on them. They bid in 1991.

Mr. F. J. Doyle
F. J. Doyle Scrap Metal
ok P. O. Box 312
Leonard, TX 75452

~~Mr. Steve Pickens~~
~~Greenville Transformer Company~~
~~P. O. Box 845~~
~~Greenville, TX 75401~~

Mr. Dan Smith
Soloman Electric Supply, Inc.
ok P. O. Box 245
Soloman, KS 67480

~~Mr. James H. Pinkert~~
~~KUROK Corp.~~
~~1419 Lake Cook Road, Suite 210~~
~~Deerfield, IL 60015~~

~~Ms. Paulette Vest~~
~~Vest Metals~~
~~Route 6, Box 33~~
~~Hartselle, AL 35640~~

Mr. Doug Robinson 1-800-562-6929
Delta-Y Electric Co.
ok P.O. Box 106
Corning, AR 72422

Scott ? GE. Call & ask him if he can refer us to any scrap xfmr dealers.

~~Grand Scrap — contact them~~

Mr. Tom Adam
ok Grand Scrap Material Co.
P.O. Box 454 200 McNeil St.
Shreveport, LA 71101

ED_005335_00000084-00043

Southwestern Electric Power Company

A Member of the Central and South West System

Shreveport

PICKEDUP 8-1-94

To Whom it may concern:

This lot of transformers, 76 units, 2412.5 KVA has been sold to F. J. Doyle Scrap Metal located in Leonard, Texas. There is no oil in these transformers and they are classified as non pcb. These transformers were purchased under Contract #2715.

Hubert N. Williams
Southwestern Electric Power Company
6130 Union Street
Shreveport, LA 71108
318 862-2177

HNW:jg
xc: File

Form No. 6037

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

NO. _____

DATE July 25, 19 9[illegible]

CHARGE F9999 [illegible] 1000 WO20001168 0001
F9999 [illegible] 1000 WO20001371 0001

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired CREDIT _____

EQ. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
63224 ✓	831058643	RTE	PM	50	19.9	240/120	1983	1888	34	398-77-50
[illegible]543 ✓	1863759	ME	CSP	15	7200	120/240	1959	358	58	398-23-15
25409 ✓	1979539	ME	CSP	10	7200	120/240	1961	273	32	398-23-10
[illegible]371 ✓	2781954-25	CM	1BCV	25	19.9	120/240	1978	480	05	398-17-25
69119 ✓	P458106-YTC	GE	1BCV	25	19.9	120/240	1988	949	04	398-17-25
56370 ✓	2782193-4	CM	1BCV	25	19.9	120/240	1978	480	05	398-17-25
9355 ✓	5927534	WH	Conv	5	7200	120/240	1951	153	22	398-13-05
21394 ✓	1840730	ME	CSP	15	7200	120/240	1959	358	58	398-23-15
52208 ✓	4650391006	Kuhl	CSP	15	7200	120/240	1976	399	37	398-23-15
11167 ✓	18958-10	Penn	1BCV	10	7200	120/240	1952	229	53	398-13-10
32937 ✓	5X4[illegible]78S	Wag	CSP	10	7200	120/240	1967	220	80	398-23-10
37020 ✓	J157845Y69A	GE	CSP	50	7200	120/240	1969	514	79	398-23-50
38147 ✓	D-27517	ME	PM	50	7200	240/120	1969	739	91	398-73-50
22515 ✓	1860944	ME	Conv	10	7200	240/480	1959	247	05	398-13-10
19016 ✓	156[illegible]719	ME	CSP	25	7200	120/240	1957	494	75	398-23-25
25312 ✓	197[illegible]20	ME	CSP	10	7200	120/240	1961	273	[illegible]	398-23-10
[illegible]5849 ✓	407[illegible]	WH	Conv	25	7200	120/240	1955	[illegible]		398-13-25
[illegible]6980 ✓	202[illegible]77	ME	Conv	25	7200	240/480	1963	3[illegible]		398-13-25
[illegible]177 ✓	183[illegible]8	ME	CSP	15	7200	120/240	1958	[illegible]		398-23-15

TRANSFERRED [illegible] _____ SIGNED [illegible]

ED 005335_00000084-00045

343 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY
TRANSFORMER TRANSFER REPORT

L.A. NO. _____

DATE July 29, _____

CHARGE 99999 1080 1000 WO20000794 0001

TRANSFERRED FROM Shreveport, LA (Bremco) TRANSFERRED TO Retired

CREDIT 99999 1070 1000 WO20001371 0001

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC	DATE PURCHASED	COST	
170 ✓	B437919	GE	Conv	50	7200	240/480	1957	356	00
3655 ✓	B830875	GE	CSP	3	7200	120/240	1955	130	50
396 ✓	8292143	GE	CSP	10	7200	120/240	1954	190	71
2980 ✓	76334	Ark.Elec	1BCV	7.5	7200	120/240	1962	137	50
1734 ✓	90847	RTE	1BCV	7.5	7200	120/240	1952	211	52
5973 ✓	26854-3672	How	1BCV	10	14.4/7	2120/240	[illegible]	[illegible]	00
2094 ✓	116092	Jimelco	1BCV	7.5	7200	120/240	[illegible]	167	00
3435 ✓	5U45774	Wag	1BCV	10	7200	120/240	[illegible]	152	20
4922 ✓	683016521	RTE	1BCV	10	7200	120/240	1968	169	00
388 ✓	5K44294	Wag	Conv	3	7200	120/240	[illegible]	94	50
4390 ✓	5W15256	Wag	Conv	5	7200	240/480	[illegible]	97	80
9832 ✓	91A243874	WH	Conv	10	7200	240/480	[illegible]	414	28
4439 ✓	5W72041	Wag	Conv	10	7200	240/480		126	90
5132 ✓	5X64216	Wag	1BCV	10	7200	[illegible]		[illegible]	00
2290 ✓	8229520	GE	CSP	10	7200	[illegible]		[illegible]	71
1258 ✓	2671983	AC	CSP	3	7200	120/240		133	46
150 ✓	8429600	GE	CSP	7.5	7200	120/240	[illegible]	174	42
1853 ✓	99859	RTE	1BCV	10	7200	120/240	[illegible]	[illegible]	70
1678 ✓	D639881-58Y	GE	CSP	10	7200	120/240		[illegible]	

TRANSFERRED VIA _____

ED 005335 00000084-00046

303 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

J. E. NO.

DATE July 26, 19 94

CHARGE F9999 1080 1000 WO20001168 0001

CREDIT F9999 1070 1000 WO20001371 0001

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Re[illegible]

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
52957 ✓	1762618-3	CM	CSP	15	7200	120/240	1976	399	37	398-23-15
44828 ✓	2721458-11	CM	CSP	25	7200	120/240	1972	336	26	398-23-25
55735 ✓	2782390-14	CM	CSP	50	7200	120/240	1978	844	41	398-23-50
54247 ✓	2773031-4	CM	Conv	50	7200	120/240	1977	656	46	398-13-50
50222 ✓	4601071010	Kuhl	CSP	25	7200	120/240	1974	384	23	398-23-25
48570 ✓	74110894	Wag	CSP	25	7200	120/240	1974	384	23	398-23-25
66111 ✓	2852333-15	CM	Conv	50	7200	120/240	1985	1229	43	398-13-50
67641 ✓	86A503262	WH	Conv	50	7200	120/240	1987	1280	73	398-13-50
63144 ✓	83A222371	WH	CSP	25	7200	120/240	1983	860	76	398-23-25
53328 ✓	76A453106	WH	CSP	15	7200	120/240	1977	385	01	398-23-15
49223 ✓	2732802-6	CM	Conv	50	7200	120/240	1974	543	85	398-13-50
45097 ✓	27211555-47	CM	CSP	50	7200	120/240	1972	518	43	398-23-50
63564 ✓	841000192	RTE	Conv	37.5	7200	240/480	1984	1103	29	398-13-37
22079 ✓	1759841	ME	Conv	167	7200	120/240	1959	1633	40	398-13-87
22273 ✓	1760228	ME	Conv	167	7200	120/240	1959	1633	40	398-13-87
47762 ✓	L140826Y[illegible]MA	GE	[illegible]	50	7200	120/240	1973	637	44	398-73-50
46055 ✓	3032191[illegible]	[illegible]	[illegible]	100	7200	120/240	1973	976	86	398-73-80
46126 ✓	1731152-[illegible]	GE	[illegible]	75	7200	120/240	1973	864	94	398-73-75
57041 ✓	M486407[illegible]PA	GE	[illegible]	75	19.9	120/240	[illegible]	1890	60	398-77-75

TRANSFERRED VIA

SIGNED [illegible]

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SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

J. E. NO. _____

DATE [illegible]

F9999 1080 1000 W0200 168 0001

CHARGE _____

Shre[illegible], LA — Retired F9999 1070 1000 W0200 171 0001

TRANSFERRED FROM _____ TRANSFERRED TO _____ CREDIT _____

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
27570	2018082	ME	CSP	25	7200	120/240	1963	349	09	398-23-25
56699 ✓	1785482-3	CM	PM	167	7200	240/120	1979	2490	59	398-73-87
58729 ✓	1802340-10	CM	PM	50	19.9	240/120	1980	1398	90	398-77-50
54684 ✓	2781469-1	CM	Conv	37.5	7200	120/240	1978	643	28	398-13-37
56518	1785070-3	CM	Conv	15	7200	240/480	1979	455	83	398-13-15
61105 ✓	821094430	BBE	Conv	25	7200	240/480	1983	901	30	398-13-25
57954 ✓	2793313-3	CM	Conv	25	7200	120/240	1980	462	42	398-13-25
45096 ✓	2721555-20	CM	CSP	50	7200	120/240	1972	518	43	398-23-50
88212	P279484-YSB	GE	Conv	37.5	7200	240/480	1987	1057	86	398-13-37
55463 ✓	2781087-22	CM	CSP	25	7200	120/240	1978	542	13	398-23-25
74330 ✓	93NF330004	Cooper	Conv	50	7200	120/240	1993	1075	54	398-13-50
48999 ✓	4731513-6	CM	CSP	50	7200	120/240	1974	595	61	398-23-50
45024 ✓	72312270	Wag	CSP	25	7200	120/240	1972	336	26	398-23-25
71414 ✓	90A242509	ABB	Conv	15	7200	240/480	1990	648	99	398-13-15
57172 ✓	2792252-6	CM	Conv	15	7200	240/480	1979	455	83	398-13-15
65065 ✓	2843538-9	CM	Conv	25	7200	240/480	1985	859	87	398-[illegible]
52274 ✓	2761619-51	CM	CSP	25	7200	120/240	1976	460	28	398-[illegible]
[illegible]41 ✓	1752361-22	CM	CSP	15	7200	120/240	1976	399	37	398-[illegible]
46656 ✓	3040531B3	K[illegible]	CSP	25	7200	120/240	1973	364	52	398-[illegible]

TRANSFERRED VIA _____ SIGNED _____

ED_005335_00000084-00048

Southwestern Electric Power Company

FOR COMPANY BUSINESS ONLY

SUBJECT Scrap Transformers DATE 6-21-87

LOCATION 6130 Union St Shreveport La

This lot of transformers, 116 has been sold to F.J. DOYLE Scrap metal, located in Leonard Texas. There is no oil in these units.

Mr Doyle bought these transformers under contract # 7292.

H W Fallin
Southwestern Elec power co
6130 Union St
Shreveport, La
318 - 861-2471

Southwestern Electric Power Company
P. O. BOX 21106 · SHREVEPORT, LOUISIANA 71156

May 9, 1990

Mr. Frank J. Doyle
P. O. Box 312
Leonard, TX 75454

Dear Mr. Doyle:

As we discussed by telephone yesterday, each of the divisions are pleased with the service provided by your company in salvaging junk, Non-PCB transformers, and we are interested in exercising our option to extend the contract between SWEPCO and your company one year to May 30, 1991.

We look forward to continuing our good work relationship during the next year. If you have any questions, please let me know.

Sincerely,

J. W. MARTAINDALE
Supervisor-Distribution Operations
SWEPCO

jsg

xc: J. C. ALLEN
THOMAS J. EPPERSON

Southwestern Electric Power Company
P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

June 1, 1989

Mr. Frank J. Doyle
F. J. Doyle Scrap Metals
P. O. Box 312
Leonard, TX 75454

Dear Mr. Doyle:

Attached is a fully executed contract between Southwestern Electric Power Company and F. J. Doyle Scrap Metals for the purchase of scrap transformers during the year 1989.

If you should have any questions, please call.

Sincerely,

J. W. MARTAINDALE
Supervisor-Distribution Operations
SWEPCO

jsg

Attachment

(B) That it has taken affirmative action to insure that applicants for employment by it and its employees are dealt with without regard to race, color, religion, sex, or national origin.

(13) This contract shall cover request for Quotation 7292 _____ _____.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be executed in quadruplicate by their proper officers this the 30th day of May, 1989.

CONTRACTOR:

F. J. Doyle Scrap Metals

WITNESS: Janice Peirson

BY F J Doyle 5/1/89 DATE

TITLE Owner

WITNESS: Charlene Sule

SOUTHWESTERN ELECTRIC POWER COMPANY

J. C. Allen 5/26/89 DATE

DIRECTOR-TRANSMISSION & DISTRIBUTION ENGINEERING

WORK ORDER NO._____ Distribution

_____ Transmission

CHECKED & APPROVED:

Division Robert Wolcher R. L. Greene

Division Dwin B. Gen Jerry C. Martin R. A. Bahan Earl Willingham

Division M. Hall William E. Elmore

Insurance Jerry Gooch

Manager Distribution Engineering & Operations Harm J. Effner

Manager of Environmental Affairs Jay A. Pruett

M - 89

Southwestern Electric Power Company
P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

MAY 10, 1990

To Whom it Concerns:

F. J. Doyle purchased ~~111~~ 86 jm units, totaling ~~2789.5~~ 2385.5 jm KVA, from Swepco May 10, 1990.

GWH by J. Marantò

G. W. Hollis

GWH:jg

ALL ABOVE Units NO PCB

J. Marantò

~~2 9 J 1 8 8~~

Southwestern Electric Power Company
P. O. BOX 21106 · SHREVEPORT, LOUISIANA 71156

September 6, 1990

To Whom it may concern:

This lot of transformers, 86 units, 2444.5 KVA has been sold to F. J. Doyle Scrap Metal located in Leonard, Texas. There is no oil in these transformers and they are classified as non pcb. These transformers were purchased under Contract #2527.

G. W. Hollis

Southwestern Electric Power Company
6130 Union Street
Shreveport, LA 71108
318 861-2471

GWH:jg
cc: File

343 Rev. 5/87

TO BE RETIRED

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

F.J. Doyle

PICKED UP 9-6-90 by

556 KVA

J. E. NO. _____

DATE 9- 4 19 90

CHARGE _____

TRANSFERRED FROM _____ TRANSFERRED TO _____ CREDIT _____

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST	
28828	63H4767.2	W.H	CSP	5	7200	120/240		01	01
14456	2982U-4	A C	1B	3	7200	120/240		01	01
7150	5436651	W.H	CSP	10	7200	120/240		01	01
3567	3534014	W.H	CSP	3	12000	120/240		02	13
20006	1566791	MOL	CON	37.5	7200	120/240		02	13
28105	5546676	W.H	CSP	15	7200	120/240		02	13
52921	770459060	W.H	PM	50	19.9	240/120		02	13
30132	2099138	MOL	CSP	25	7200	120/240		02	13
23403	1895046	MOL	CSP	5	7200	120/240		02	13
32518	A23186	MOL	CSP	25	7200	120/240		02	13
21687	1849105	MOL	CSP	25	7200	120/240		02	13
19401	1557663	MOL	CON	10	7200	120/240		02	13
46223	1731152-5	CM	PM	75 X	7200	240/120		06	16
19191	1563471	MOL	CSP	25	7200	120/240		06	16
40470	5295961	HC	CSP	50	7200	120/240		06	16
45321	1722413-5	CM	PM	75X	7200	240/120		06	16
3721	3824511	W.H	CSP	5	12000	120/240		06	16
40635	4064791027	KOHL	PM	75X	7200	240/120		06	16
24356	1938958	MOL	CSP	37.5	7200	120/240		06	16

TRANSFERRED VIA _____

SIGNED _____

KVA 331 +

375 = 225

-07

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Joe

343 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

Picked up 9-6-90 by F. J. Doyle

452.5 KVA

TOTAL $283.63

J. E. NO.

DATE August 9, 19 90

CHARGE 108 8 U99 U99 3 0-6003

CREDIT 107 2 U99 U99 2 331-4003

Shreveport, LA TRANSFERRED TO Retired

CO. NO.	O.	MAKE		TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC	DATE PURCHASED	COST		
54461	176234[illegible]-10	CM	0101	CSP	50	7200	120/240	1978	844	59	Primary winding bad 398-23-50 ~~order due to~~ lightning.
12041	1334413	ME	0101	Conv	10	7200	120/240	1953	232	30	398-13-10
8948	5876433	WH	0213	CSP	5	7200	120/240	1951	205	98	Secondary winding bad 398-23-05 ~~order due to~~ overload.
20328	1570930	ME	0213	Conv	10	7200	120/240	1958	266	97	398-13-10
40832	875609	ME	0213	Conv	15	12000	120/240	1970	242	52	398-14-15
10417	2467693	AC	0213	Conv	25	12000	120/240	1952	397	24	398-14-25
48665	74AC7933	WH	0213	CSP	50	19.9	120/240	1974	661	60	398-27-15
50103	L419483Y74AA	GE	0213	CSP	50	19.9	120/240	1974	661	60	398-27-15
35069	C-13383	ME	0213	CSP	37.5	7200	120/240	1968	522	29	398-23-37
16403	1462647	ME	0213	1BCV	15	7200	120/240	1956	302	78	398-13-15
14794	1413378	ME	0213	Conv	15	7200	120/240	1955	315	47	398-13-15
30269	2075410	ME	0213	CSP	10	7200	120/240	1965	224	75	398-23-10
2375	411220	ME	0616	Conv	50	2400	120/240	1935	410	39	Tank bad order due to 398-11-50 ~~corrosion,~~ tank or othe
26499	2019345	ME	0616	Conv	15	7200	120/240	1962	290	87	398-13-15
15844	7755484	WH	0616	Conv	25	7200	120/240	1955	422	52	398-13-25
10983	1307080	ME	0616	1BCV	25	7200	120/240	1952	398	87	398-13-25
14913	1413934	ME	0616	Conv	25	7200	120/240	1955	422	52	398-13-25
24863	1962433	ME	0616	CSP	10	7200	120/240	1961	273	32	398-23-10
10901	1288872	ME	0616	Conv	10	7200	240/480	1952	229	53	398-13-10

TRANSFERRED VIA 452½ KVA

SIGNED [illegible]

ED_005335_00000084-00056

343 Rev. 5/87 Joe

SOUTHWESTERN ELECTRIC POWER COMPANY
TRANSFORMER TRANSFER REPORT

Picked up 9-6-90 by F. J. Doyle
515 KVA

J. E. NO.

DATE August 10, 19 90

CHARGE 108 8 U99 U99 3 0-6003

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired CREDIT 107 2 U99 U99 2 331-4003

CO. NO.	MFG. NO.	MAKE		TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
14864	55B9946	WH	0101	CSP	5	7200	120/240	1955	205	98	Primary winding bad 398-23-05 order due to lightning.
43289	F24934	ME	0101	CSP	25	7200	120/240	1971	354	28	398-23-25
51731	1752177-2	CM	0101	CSP	15	7200	120/240	1975	436	97	398-23-15
12446	1356352	ME	0101	Conv	10	7200	240/480	1953	232	30	398-13-10
10387	1272387	ME	0101	Conv	25	7200	120/240	1952	398	87	398-13-25
33214	A35198	ME	0213	Conv	10	7200	120/240	1967	188	96	Secondary winding bad 398-13-10 order due to overload.
33217	A35194	ME	0213	Conv	10	7200	120/240	1967	188	96	398-13-10
10229	2455929	AC	0213	1BCV	15	7200	120/240	1952	288	08	398-13-15
18130	1513116	ME	0213	CSP	15	7200	120/240	1957	373	08	398-23-15
22151	1863499	ME	0213	CSP	25	7200	120/240	1959	467	56	398-23-25
12590	1355350	ME	0213	Conv	15	7200	240/480	1953	290	37	398-13-15
55660	2782194-4	CM	0213	1BCV	50	19.9	120/240	1978	711	97	398-17-50
17071	1505215	ME	0616	CSP	5	7200	120/240	1956	205	98	Tank bad order due to 398-23-05 corrosion, tank or other.
55312	78JE725288	WH	0616	PM	50	7200	240/120	1978	1184	47	398-73-50
47398	1732699-2	CM	0616	PM	75 X	7200	240/120	1973	864	94	398-73-75
56407	1784149-1	CM	0616	PM	75 X	7200	240/120	1978	1472	79	398-73-75
46126	1731152-12	CM	0616	PM	75 X	7200	240/120	1973	864	94	398-73-75
12650	2092033	AC	0616	Conv	15	2400	120/240	1954	218	00	398-11-15

TRANSFERRED VIA

290 KVA + 3-75=225

SIGNED

ED_005335_00000084-00057

343 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY
TRANSFORMER TRANSFER REPORT

Picked up 9-6-90 by F.J. Dolye
558.5 KVA

J. E. NO.

DATE August 7, 1990 19

CHARGE 108 8 U99 U99 3 0-6003

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired CREDIT 107 2 U99 U99 2 331-4003

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC.	DATE PURCHASED	COST		
006 ✓	2018829	ME 0101	Conv	10	7200	120/240	1963	183	83	Primary winding bad 398-13-10 order due to lightning.
812 ✓	4656841015	Kuhl 0101	CSP	25	19.9	120/240	1976	722	66	398-27-25
053 ✓	2008001	ME 0101	CSP	25	7200	120/240	1962	406	85	398-23-25
544 ✓	5S51069	Wag 0213	CSP	10	7200	120/240	1963	219	19	Secondary winding bad 398-23-10 order due to overload.
329 ✓	2044686	ME 0213	CSP	5	7200	120/240	1963	173	22	398-23-05
666 ✓	5511875	WH 0213	CSP	5	7200	120/240	1950	205	98	398-23-05
762 ✓	8717-14-59	WH 0213	CSP	5	7200	120/240	1959	205	98	398-23-05
325 ✓	5141604	WH 0213	CSP	3	7200	120/240	1949	205	98	398-23-05
323 ✓	6583821	WH 0213	CSP	3	7200	120/240	1954	205	98	398-23-05
513 ✓	1359063	ME 0213	1B Cv	25	7200	120/240	1953	397	79	398-13-25
683 ✓	76-313-12	G'ville 0213	Conv	25	2400	120/240	1979	197	43	398-11-25
368 ✓	2823542-1	CM 0605	1B Cv	15	19.9	120/240	1983	806	23	Tank bad order due to 398-17-15 public, vandalism, dislodge.
601 ✓	40292-59	Kuhl 0616	PM	75 X	7200	240/120	1971	883	23	Tank bad order due to 398-73-75 corrosion, tank, or other.
736 ✓	2233019	ME 0616	Conv	37.5	7200	120/240	1966	440	22	398-13-37
654 ✓	78JE729373	WH 0616	PM	50	19.9	240/120	1987	2618	33	398-77-50
422 ✓	879984	ME 0616	Conv	15	2400	120/240	1949	186	21	398-11-15
561 ✓	1751482-14	CM 0616	PM	75 X	19.9	240/120	1975	1504	51	398-77-75

TRANSFERRED VIA 258 KVA 1/2 + 2-75 = 150 KVA

SIGNED G. Waller

ED_005335_00000084-00058

343 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY
TRANSFORMER TRANSFER REPORT

J. E. NO.

DATE August 7, 1990 19

CHARGE 108 8 U99 U99 3 0-6003

CREDIT 107 2 U99 U99 2 331-400

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired

CO. NO.	MFG. NO.	MAKE	TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC	DATE PURCHASED	COST		
~~46585~~	1732171-6	CM 0616	PM	75	7200	240/120	1973	864	94	398-73-75
43125	1711889-15	CM 0616	PM	75	7200	240/120	1971	883	23	398-73-75

TRANSFERRED VIA 2-75=150 KVA

SIGNED

ED_005335_00000084-00059

343 Rev. 5/87

SOUTHWESTERN ELECTRIC POWER COMPANY

TRANSFORMER TRANSFER REPORT

Picked up 9-6-90 by J. S. Doyle

362.5 KVA

J. E. NO.

DATE July 3, 19 90

CHARGE 108 8 U99 U99 3 0-6003

TRANSFERRED FROM Shreveport, LA TRANSFERRED TO Retired CREDIT 107 2 U99 U99 2 331-40

CO. NO.	MFG. NO.	MAKE		TYPE	SIZE KVA	VOLTS PRIM.	VOLTS SEC	DATE PURCHASED	COST		
158179-690	1440189	ME	0101	Conv	15	7200	120/240	1955	315	47	Primary winding bad 398-13-15 order due lightning
432709-690	F22640	ME	0101	CSP	15	7200	120/240	1971	293	85	398-23-15
107849-690	2553683	AC	0101	Conv	5	7200	120/240	1952	155	95	398-13-05
[illegible]	12726-22 ✓	Penn	0101	CSP	~~37.5~~	7200	120/240	1964	514	74	398-23-37
[illegible]	54625-2685 ✓	How	0110	Conv	~~10~~	7200	240/480	1985	605	48	Primary winding bad 398-13-10 order due unknown.
[illegible]	841121612 ✓	RTE	0110	1B CV	~~25~~	19.9	240/480	1984	1006	33	398-17-25
[illegible]	4180440 ✓	WH	0210	CSP	~~5~~	12000	120/240	1946	124	46	Secondary winding b 398-14-05 order due unknown.
71629-690	5480348	WH	0213	CSP	25	12000	120/240	1949	348	81	398-14-25
408529-690	70384677	Wag	0213	Conv	37.5	7200	120/240	1970	468	09	398-13-37 Secondary winding b order due overload.
130259-690	2546706	AC	0213	Conv	15	7200	120/240	1954	310	60	398-13-15
[illegible]	2761712-10 ✓	CM	0213	Conv	~~37.5~~	7200	120/240	1976	576	34	398-13-37
[illegible]	H254539-68P ✓	GE	0213	Conv	~~250~~	7200	120/240	1968	1880	16	398-13-95
380349-690	D27506	ME	0616	PM	50	7200	120/240	1969	739	91	Tank bad order due 398-73-50 corrosion
268629-690	12711-4	Penn	0616	Conv	25	7200	120/240	1963	308	52	398-13-25 tank or
[illegible]	12711-28 ✓	Penn	0616	Conv	~~25~~	7200	120/240	1963	308	52	398-13-25
189469-690	1558773	ME	0616	CSP	25	7200	120/240	1957	494	76	398-23-25
[illegible]	1309893 ✓	ME	0616	Conv	~~10~~	7200	120/240	1953	232	30	398-13-10
481969-690	1741573-16	CM	0616	PM	75 X	7200	120/240	1974	1083	66	398-73-75
482009-690	1741573-3	CM	0616	PN	75 X	7200	120/240	1974	1083	66	398-73-75

TRANSFERRED VIA KVA 312.1/2 + 2-75 = 150

SIGNED G. V. Hallie

ED_005335_00000084-00060

Southwestern Electric Power Company

A Member of the Central and South West System

Shreveport

PICKEDUP 8-1-94

To Whom it may concern:

This lot of transformers, 76 units, 2412.5 KVA has been sold to F. J. Doyle Scrap Metal located in Leonard, Texas. There is no oil in these transformers and they are classified as non pcb. These transformers were purchased under Contract #2715.

Hubert N. Williams
Southwestern Electric Power Company
6130 Union Street
Shreveport, LA 71108
318 862-2177

HNW:jg
xc: File

SOUTHWESTERN ELECTRIC POWER COMPANY
A Member of the Central and South West System

FOR COMPANY BUSINESS ONLY

SUBJECT: F.J. Doyle Junk Transformer Salvage Audit DATE: July 8, 1993

FROM:	John Flood	252 (EXT.)	Environmental (DEPT.)	Arsenal Hill (LOCATION/ROOM)
TO:	Frank Bryan		Construction (DEPT.)	412M (LOCATION/ROOM)

At your request, Brian Whatley and I conducted an audit of F.J. Doyle Junk Transformer Salvage in Leonard, Texas on June 24, 1993. Mr. Doyle accompanied us on the facility inspection and afterwards answered our questions satisfactorily.

Our impressions of his business are:

1. The site is small but fairly well maintained considering the nature of his business. He had recently constructed a concrete containment structure around his aboveground waste transformer oil tanks and indicated that he planned to build a roof over the area. His tanks do not meet the minimum volume requirements for an SPCC plan. We were able to identify many transformers on his yard that came from SWEPCO. His primary business is metal recovery from the transformers; however, some transformers are taken to rewinders then sold for reuse.

2. Several wastes are generated in the transformer dismantling and metal recovery processes. One is ash from a burn-out oven and the other is waste transformer oil. These wastes are regulated under the Texas Water Commission (TWC) Industrial Solid Waste Regulations. Mr. Doyle does not have the proper registrations nor waste management controls in place to properly manage these wastes.

3. Mr. Doyle does not have an adequate recordkeeping system. He told us that he receives documentation with each load of transformers stating that the PCB concentration of each unit is < 50 ppm PCBs. However, he only keeps these records until the transformers are paid for. Two or three years ago he was inspected by EPA or TWC (he was not sure which one). When the inspectors arrived at his site, one of them suited up and they began collecting soil samples around his transformer storage yard and home. Sometime later he was notified that the samples were clean. He did not have the names of the inspectors, which agency they were from, photos, or a report of the inspection.

In order for us to recommend that SWEPCO continue doing business with F.J. Doyle, we feel that Mr. Doyle should:

1. Obtain a Texas Water Commission generator ID number for generating solid waste in Texas.

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2. Obtain a TWC transporter ID number for transporting solid waste in Texas.

3. Characterize his wastes through lab testing and obtain TWC waste codes to use when disposing of these wastes.

4. Institute a recordkeeping system.

5. Analyze oil sample(s) from storage tanks for PCB content prior to shipment to Scoggins Oil Co.

The five items above would apply to any transformer salvage business in Texas.

John Flood

xc: Brian Bond
Wayne McGee
File

ENCLOSURE 2

EPA COSTS
F. J. DOYLE SALVAGE SUPERFUND SITE

Reconciliation Pending

Itemized Cost Summary

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

REGIONAL PAYROLL COSTS	$187,368.71
REGIONAL TRAVEL COSTS	$1,983.23
EMERGENCY RESPONSE CONTRACTS-SUB (ERC)	
ENVIRONMENTAL RESTORATION, LLC (EPS41604)	$1,656,453.21
ENFORCEMENT SUPPORT SERVICES (ESS)	
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (68-W0-0091)	$1,530.29
TECHLAW (68-W4-0016)	$626.93
ARS ALEUNT REMEDIATION, LLC (EPS51701)	$43,217.00
TOEROEK ASSOCIATES, INC. (EPW10011)	$1,466.00
ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)	
ICF TECHNOLOGY, INC. (68-01-7456)	$306.73
ICF TECHNOLOGY, INC. (68-D1-0135)	$3,368.01
LOCKHEED MARTIN SERVICES, INC. (68-D6-0005)	$9,561.93
RECORDS MANAGEMENT/ DOCUMENT CONTROL	
SCIENCE APPLICATION INT'L CORP. (EPR60801)	$1,640.12
TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT	
ECOLOGY AND ENVIRONMENT, INC. (68-W0-0037)	$39,288.08
TECHNICAL SERVICES AND SUPPORT	
WESTON SOLUTIONS, INC. (EPS51702)	$523,514.20
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	$29,132.15
MISCELLANEOUS COSTS (MIS)	$122.00

Reconciliation Pending

Itemized Cost Summary

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

EPA INDIRECT COSTS	$1,334,115.79
Total Site Costs:	$3,833,694.38

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
BRESCIA, NICOLAS	2019	09	17.00	1,442.29
		10	47.00	3,981.95
			64.00	$5,424.24
BURLESON, JOHN R.	1996	01	5.50	170.15
			5.50	$170.15
CLARK, KENNETH	1995	22	27.00	845.34
		27	1.00	33.36
	1996	02	1.00	33.36
			29.00	$912.06
COMPTON, JOSEPH	1997	23	2.50	81.48
			2.50	$81.48
COOK, BRENDA	2019	05	7.75	618.19
			7.75	$618.19
DELGADO, COURTNEY	2018	25	6.00	433.37
		26	27.00	1,950.17
	2019	01	8.00	532.78
		02	15.00	1,083.43
		03	46.00	3,322.50
		04	23.00	1,661.26
		05	57.00	4,117.03
		06	71.00	5,128.20
		07	31.00	2,192.22
		08	36.00	2,580.78
		10	36.00	2,782.91
		11	27.00	2,089.10
		14	8.00	619.49
		15	12.00	929.23
		16	17.00	1,316.42
		17	6.00	464.63
		19	14.00	1,084.10
		21	10.00	774.69
		23	18.75	1,451.93

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
DELGADO, COURTNEY	2019	24	17.25	1,335.78
		25	18.50	1,388.88
		26	18.50	1,388.88
	2020	02	9.50	726.11
		03	11.50	879.04
		05	10.00	764.32
			554.00	$40,997.25
DOUCET, LISA	1991	16	2.00	30.89
FELDMAN, LISA A.	1998	10	1.00	36.84
			3.00	$67.73
ELFEKY, MAHMOUD	1998	11	6.00	202.59
		12	4.00	135.05
			10.00	$337.64
ENGBLOM, RITA	1996	01	2.00	46.64
			2.00	$46.64
EPPLER, DAVID	2018	14	8.00	592.41
		15	10.00	740.50
		16	8.00	593.18
		17	5.00	370.73
		24	8.00	593.18
		25	29.00	2,150.26
		26	48.00	3,559.05
	2019	01	30.50	2,261.49
		02	13.00	963.91
		03	6.00	444.88
		10	4.00	301.16
		12	3.50	264.39
		13	2.00	151.06
		17	8.00	604.83
		18	17.00	1,285.26
		19	12.00	907.23
		20	10.00	756.05
		22	8.00	604.83

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
EPPLER, DAVID	2019	24	5.50	415.82
		25	8.00	604.83
		26	3.00	226.81
		27	3.00	226.81
	2020	01	6.00	453.62
		03	3.00	230.59
		04	8.00	614.91
		05	8.00	614.91
		06	5.00	383.01
		08	29.00	2,360.96
		09	0.50	40.71
		12	3.00	244.22
		15	2.50	203.53
		16	8.00	651.31
		18	13.00	1,058.36
		19	18.00	1,465.41
		20	10.00	814.12
		21	16.50	1,345.04
		22	21.00	1,709.66
		23	8.00	651.31
			409.00	$31,460.34
FIFE, GREGORY	2017	20	4.00	299.01
			4.00	$299.01
FISHER, KELSEY	2019	06	18.00	630.62
		07	3.50	108.51
		10	9.00	320.47
			30.50	$1,059.60
FLORES, RAYMOND	1998	09	6.00	220.14
			6.00	$220.14
FOSTER, ALTHEA	1999	15	6.50	271.69
		16	14.00	585.10
		17	6.00	233.64
		18	1.00	41.79

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
FOSTER, ALTHEA	1999	22	1.00	41.79
			28.50	$1,174.01
GOROSTIZA, SYLVIA	1995	22	11.00	209.90
	1998	08	2.00	59.83
			13.00	$269.73
HUMPHREY, MARVELYN	1998	11	2.00	72.67
		12	3.00	109.00
		13	4.00	145.33
			9.00	$327.00
JOHNSON, COURTNEY A.	1995	24	1.50	51.70
	1996	01	3.00	103.43
		02	0.25	8.62
			4.75	$163.75
LOESEL, MATTHEW	2019	07	3.50	319.63
			3.50	$319.63
MARTIN, JOHN	2019	04	17.25	1,344.37
		06	8.00	635.14
		08	1.00	77.29
			26.25	$2,056.80
MCMILLIN, RICHARD	1995	22	10.00	341.63
			10.00	$341.63
MINER, L	1991	16	4.00	79.54
		17	16.00	318.14
		18	4.00	79.54
	1995	22	32.00	837.53
			56.00	$1,314.75
MOORE, GARY	2017	23	10.00	758.67
		24	3.50	254.16
	2018	08	4.00	326.96
		09	1.00	81.74

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
MOORE, GARY	2018	10	21.00	1,716.60
		12	8.00	653.98
		13	17.00	1,389.61
		15	9.00	735.67
		16	40.00	3,269.69
		17	3.00	245.23
		19	2.00	163.48
		22	15.00	1,226.15
		23	24.00	1,961.87
		24	32.00	2,615.76
		25	9.00	735.68
		26	50.50	4,127.99
	2019	01	26.00	1,979.43
		02	5.00	408.70
		03	40.00	3,270.24
		04	24.00	1,957.54
		05	56.00	4,365.76
		06	51.50	3,572.55
		08	40.00	3,162.83
		09	54.00	4,598.66
		10	7.00	595.38
		11	32.00	2,725.13
		12	43.00	3,814.10
		13	28.00	2,483.62
		16	11.00	976.88
		17	2.00	177.54
		18	1.00	88.77
		19	10.50	932.06
		23	7.00	621.38
		26	6.00	532.61
	2020	10	2.00	186.46
		11	3.50	326.35
		12	1.50	139.87
		13	19.00	1,771.64
		15	11.50	1,072.32
		16	0.50	46.64

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
MOORE, GARY	2020	17	17.50	1,631.76
		18	8.50	792.59
		19	15.00	1,398.67
		20	11.50	1,072.30
		21	4.50	419.95
		22	1.00	93.23
		23	6.00	559.47
			795.00	$66,037.67
PATEL, ANISH	2019	06	24.00	834.83
		07	3.50	108.51
			27.50	$943.34
PETERSEN, JAY	2019	03	4.00	322.30
		04	7.00	564.02
		05	5.00	402.88
		06	10.00	805.92
		10	8.00	656.66
		11	6.00	492.76
		12	1.00	82.13
		13	0.50	41.06
		18	2.00	164.26
	2020	12	2.50	211.82
			46.00	$3,743.81
RITTER, MELVIN	1991	16	5.00	132.93
		17	7.00	186.09
			12.00	$319.02
ROBERTSON, DAVID	2019	06	9.00	680.53
		10	9.00	760.66
			18.00	$1,441.19
SCHILLING, LEONARD	2018	24	5.00	454.14
		25	9.00	817.45
		26	3.50	317.90
	2019	01	3.00	272.48

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
SCHILLING, LEONARD	2019	02	19.50	1,771.09
		03	7.00	622.01
		04	14.00	1,217.95
		05	19.00	1,652.90
		10	4.00	369.56
		11	3.00	277.66
		12	6.00	555.32
		13	3.00	277.66
		14	1.00	92.63
		15	3.50	324.18
		17	4.00	370.50
		18	3.00	277.87
		19	2.00	185.26
		20	5.00	463.12
		21	1.00	92.75
		22	4.00	370.50
		25	1.00	92.62
		26	1.00	92.63
	2020	08	2.00	194.62
		09	8.00	778.48
		10	11.00	1,096.64
		11	14.00	1,395.72
		12	14.00	1,395.71
		14	2.00	199.39
		15	10.00	996.96
		16	3.00	299.08
		19	3.00	299.07
		20	5.00	498.47
			193.50	$18,122.32
SCHUPPENER, BARBARA	1998	09	6.00	190.99
PATTERSON, BARBARA J.				
			6.00	$190.99
SPENCER, KELVIN	2019	02	1.00	64.87

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
SPENCER, KELVIN	2019	03	2.00	129.74
			3.00	$194.61
STEVENS, KENNETH	1995	22	66.00	1,522.63
	1998	09	27.00	827.39
			93.00	$2,350.02
STRECK, LARRY	1991	16	9.00	213.94
		17	11.00	269.51
			20.00	$483.45
SULLIVAN, ROBERT	1991	02	34.00	669.73
		14	8.00	170.71
		15	8.00	170.71
		17	8.00	170.71
		18	4.00	85.35
		21	24.00	556.44
			86.00	$1,823.65
THEIRL, LISA	1995	22	2.00	63.26
		23	3.25	102.80
		24	7.00	221.38
		25	5.75	181.86
		26	1.25	39.54
		27	0.50	15.81
			19.75	$624.65
TURNER, JAMES	1997	22	0.50	21.98
			0.50	$21.98
TURNER, PHILIP	2018	24	2.00	140.53
		25	1.50	105.41
	2019	02	4.25	298.65
			7.75	$544.59
WARREN, ELIZABETH	1998	08	1.00	29.20

Reconciliation Pending

Regional Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs
MACDOWELL, ELIZABETH	1998	10	2.00	58.42
			3.00	$87.62
WEBSTER, SUSAN	2019	06	6.00	513.14
		10	4.00	365.04
		11	3.00	274.13
		13	1.50	137.08
		18	10.00	963.74
			24.50	$2,253.13
WOOL, LISA	1995	22	27.00	524.90
HURST, LISA D.				
			27.00	$524.90
Total Regional Payroll Costs			2,660.75	$187,368.71

Reconciliation Pending

Headquarters Payroll Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Employee Name	Fiscal Year	Pay Period	Payroll Hours	Payroll Costs

Reconciliation Pending

Regional Travel Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs
*** Employee Name Not Found ***	T0468291	SV025	03/11/1991	53.56
				$53.56
CLARK, KENNETH	T4029375	000A95209	08/01/1995	32.10
				$32.10
COOK, BRENDA	TAA06NPT	AMP190052	12/07/2018	31.59
	TAA06NPT	AVC190070	12/07/2018	24.00
	TAA06NPT	AVC190126	02/15/2019	14.75
				$70.34
DELGADO, COURTNEY	TAA06GAO	AVC190017	10/09/2018	14.75
	TAA06GAO	AMP190010	10/09/2018	73.13
	TAA06KP8	AMP190034	11/09/2018	65.40
	TAA06KP8	AVC190045	11/09/2018	14.75
				$168.03
FOSTER, ALTHEA	T6636369	ACHA99133	05/17/1999	15.50
				$15.50
MARTIN, JOHN	TAA06NKL	AVC190061	11/28/2018	6.80
	TAA06NKL	AMP190045	11/28/2018	43.60
	TAA06NZR	AMP190050	12/04/2018	43.60
	TAA06NZR	AVC190068	12/04/2018	6.80
	TAA06RMU	AVC190117	02/11/2019	6.80
	TAA06RN3	AVC190117	02/11/2019	6.80
	TAA06RN3	AMP190078	02/11/2019	46.40
	TAA06RMU	AMP190078	02/11/2019	46.40
				$207.20

Reconciliation Pending

Regional Travel Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs
MOORE, GARY	TAA06HEL	AVC190012	10/04/2018	6.80
	TAA06HEL	AMP190009	10/05/2018	170.59
	TAA06IFB	AMP190014	10/15/2018	101.38
	TAA06IFB	AVC190021	10/15/2018	6.80
	TAA06UWA	AMP190099	03/12/2019	157.18
	TAA06UWA	AVC190147	03/12/2019	6.80
	TAA06X3L	AVC190159	03/25/2019	6.80
	TAA06X3L	AMP190108	03/25/2019	316.10
	TAA06ZJQ	AMP190122	04/12/2019	157.18
	TAA06ZJQ	AVC190173	04/12/2019	6.80
	TAA07977	AVC190216	06/12/2019	6.80
	TAA07977	AMP190164	06/12/2019	103.82
	TAA07L0B	AVC190276	08/29/2019	6.80
	TAA07L0B	AMP190220	08/29/2019	52.78
				$1,106.63
ROBERTSON, DAVID	TAA06SUX	AVC190137	02/28/2019	108.75
	TAA06SUX	AMP190091	02/28/2019	221.12
				$329.87
Total Regional Travel Costs				$1,983.23

Reconciliation Pending

Headquarters Travel Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

EMERGENCY RESPONSE CONTRACTS-SUB (ERC)

Contractor Name: ENVIRONMENTAL RESTORATION, LLC

EPA Contract Number: EPS41604

Delivery Order Information

DO #	Start Date	End Date
68HE0618F0308	09/21/2018	08/28/2019

Project Officer(s): LABOMBARD, WILLIAM

Dates of Service: From: 09/21/2018 To: 08/28/2019

Summary of Service: EMERGENCY RESPONSE CONTRACTS-SUB(OSCM)

Total Costs: $1,656,453.21

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
60308-01	12/12/2018	112,927.61	AVC190092	01/22/2019	112,927.61	4,067.77
60308-02	01/10/2019	204,578.24	AVC190094	01/28/2019	204,578.24	7,369.11
60308-03	02/20/2019	603,160.27	AVC190141	03/06/2019	603,160.27	21,726.44
60308-04	03/27/2019	578,189.57	AVC190179	04/22/2019	578,189.57	20,826.97
60308-05	04/30/2019	79,419.09	AVC190200	05/20/2019	79,419.09	2,860.76
60308-06	06/04/2019	14,771.28	AVC190223	06/21/2019	14,771.28	532.08
60308-07	10/08/2019	5,724.17	AVC200020	10/21/2019	5,724.17	206.19
60308-08	11/08/2019	90.40	AVC200049	11/21/2019	90.40	3.26
				Total:	$1,598,860.63	$57,592.58

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

EMERGENCY RESPONSE CONTRACTS-SUB (ERC)

Contractor Name:	ENVIRONMENTAL RESTORATION, LLC
EPA Contract Number:	EPS41604
Delivery Order Information	DO # Start Date End Date 68HE0618F0308 09/21/2018 08/28/2019
Project Officer(s):	LABOMBARD, WILLIAM
Dates of Service:	From: 09/21/2018 To: 08/28/2019
Summary of Service:	EMERGENCY RESPONSE CONTRACTS-SUB(OSCM)
Total Costs:	$1,656,453.21

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
60308-01	AVC190092	Class	0.036021
60308-02	AVC190094	Class	0.036021
60308-03	AVC190141	Class	0.036021
60308-04	AVC190179	Class	0.036021
60308-05	AVC190200	Class	0.036021
60308-06	AVC190223	Class	0.036021
60308-07	AVC200020	Class	0.036021
60308-08	AVC200049	Class	0.036021

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

EPA Contract Number: 68-W0-0091

Delivery Order Information

DO #	Start Date	End Date
6011	03/02/2002	08/16/2002

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 03/02/2002 To: 08/16/2002

Summary of Service:

Total Costs: $1,530.29

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
1260-11	04/12/2002	74,424.24	R2424	05/10/2002	552.06	127.61
1260-13	06/07/2002	84,092.76	R2529	07/03/2002	6.96	1.61
1260-12	06/21/2002	80,311.28	R2557	07/17/2002	420.07	97.10
1260-14	07/03/2002	56,676.83	R2582	08/01/2002	85.55	19.77
1260-15	08/02/2002	45,086.18	R2627	08/28/2002	142.11	32.85
1260-16	08/29/2002	45,111.00	R2683	09/26/2002	36.23	8.37
				Total:	$1,242.98	$287.31

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

EPA Contract Number: 68-W0-0091

Delivery Order Information

DO #	Start Date	End Date
6011	03/02/2002	08/16/2002

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 03/02/2002 To: 08/16/2002

Summary of Service:

Total Costs: $1,530.29

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
1260-11	R2424	Final	0.231150
1260-13	R2529	Final	0.231150
1260-12	R2557	Final	0.231150
1260-14	R2582	Final	0.231150
1260-15	R2627	Final	0.231150
1260-16	R2683	Final	0.231150

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TECHLAW

EPA Contract Number: 68-W4-0016

Project Officer(s): CHAMBERS, CARLENE
HARTIS, KAREN

Dates of Service: From: 07/26/1997 To: 12/25/1998

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $626.93

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
38	09/15/1997	609,745.94	R8023	10/10/1997	171.99	92.46
53	12/15/1998	658,389.43	R9278	01/19/1999	147.10	94.01
54	01/15/1999	561,743.77	R9354	02/23/1999	67.47	53.90
				Total:	$386.56	$240.37

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name:	TECHLAW
EPA Contract Number:	68-W4-0016
Project Officer(s):	CHAMBERS, CARLENE HARTIS, KAREN
Dates of Service:	From: 07/26/1997 To: 12/25/1998
Summary of Service:	ENFORCEMENT SUPPORT SERVICES
Total Costs:	$626.93

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
38	R8023	Final	0.537618
53	R9278	Provisional	0.639109
54	R9354	Final	0.798886

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information

DO #	Start Date	End Date
00001	08/26/2018	06/28/2020
00005	08/26/2018	03/01/2020

Project Officer(s): COLLINS, LA'MONICA
PEARSON, KELLON

Dates of Service: From: 08/26/2018 To: 06/28/2020

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $43,217.00

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
20	10/20/2018	107,979.87	AVC190042	11/06/2018	42.75	14.62
20	10/22/2018	13,016.42	AVC190042	11/06/2018	604.26	206.69
22	12/20/2018	6,668.84	AVC190106	02/04/2019	1,183.21	404.71
23	02/05/2019	107,979.87	AVC190128	02/19/2019	17.83	6.10
23	02/05/2019	7,503.63	AVC190128	02/19/2019	12.66	4.33
24	03/11/2019	53,989.93	AVC190162	03/28/2019	8.92	3.05
25	03/25/2019	55,609.68	AVC190171	04/10/2019	18.36	6.28
26	04/19/2019	111,219.35	AVC190189	05/06/2019	437.61	149.68
27	05/20/2019	111,219.35	AVC190210	06/04/2019	437.61	149.68
28	06/20/2019	11,065.18	AVC190231	07/02/2019	248.88	85.13
28	06/20/2019	111,219.35	AVC190231	07/02/2019	2,141.58	732.52
29	07/20/2019	8,539.16	AVC190257	08/02/2019	466.50	159.56
29	07/20/2019	111,219.35	AVC190257	08/02/2019	1,408.41	481.74
30	08/20/2019	111,219.35	AVC190285	09/09/2019	17,126.87	5,858.19
31	09/20/2019	111,219.35	AVC200007	10/07/2019	4,789.92	1,638.38
32	10/20/2019	111,219.35	AVC200030	11/01/2019	84.40	28.87
00033	11/21/2019	111,219.35	AVC200072	12/12/2019	36.73	12.56
34	12/20/2019	111,219.35	AVC200093	01/09/2020	172.45	58.99
00035	01/22/2020	111,219.35	AVC200129	02/10/2020	592.85	202.78
EPS51701_36_0(	02/20/2020	6,700.35	AVC200156	03/13/2020	1,612.38	551.51
EPS51701_37_0(	03/09/2020	55,609.67	AVC200176	03/27/2020	91.06	31.15
EPS51701_38_0(	03/19/2020	57,279.89	AVC200186	04/02/2020	50.92	17.42
EPS51701_38_0(	03/19/2020	2,989.54	AVC200186	04/02/2020	5.37	1.84
EPS51701_39_0(	04/20/2020	114,559.77	AVC200228	05/11/2020	352.50	120.57

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information

DO #	Start Date	End Date
00001	08/26/2018	06/28/2020
00005	08/26/2018	03/01/2020

Project Officer(s): COLLINS, LA'MONICA
PEARSON, KELLON

Dates of Service: From: 08/26/2018 To: 06/28/2020

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $43,217.00

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
EPS51701_40_0(	05/22/2020	114,559.77	AVC200248	06/04/2020	250.74	85.76
EPS51701_42_0(	07/22/2020	114,559.77	AVC200319	08/13/2020	7.54	2.58
				Total:	$32,202.31	$11,014.69

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information

DO #	Start Date	End Date
00001	08/26/2018	06/28/2020
00005	08/26/2018	03/01/2020

Project Officer(s): COLLINS, LA'MONICA
PEARSON, KELLON

Dates of Service: From: 08/26/2018 To: 06/28/2020

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $43,217.00

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
20	AVC190042	Class	0.342047
20	AVC190042	Class	0.342047
22	AVC190106	Class	0.342047
23	AVC190128	Class	0.342047
24	AVC190162	Class	0.342047
25	AVC190171	Class	0.342047
26	AVC190189	Class	0.342047
27	AVC190210	Class	0.342047
28	AVC190231	Class	0.342047
29	AVC190257	Class	0.342047
30	AVC190285	Class	0.342047
31	AVC200007	Class	0.342047
32	AVC200030	Class	0.342047
00033	AVC200072	Class	0.342047
34	AVC200093	Class	0.342047
00035	AVC200129	Class	0.342047
EPS51701_36_00005	AVC200156	Class	0.342047
EPS51701_37_00001	AVC200176	Class	0.342047
EPS51701_38_00001	AVC200186	Class	0.342047
EPS51701_38_00005	AVC200186	Class	0.342047
EPS51701_39_00001	AVC200228	Class	0.342047
EPS51701_40_00001	AVC200248	Class	0.342047
EPS51701_42_00001	AVC200319	Class	0.342047

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information

DO #	Start Date	End Date
00002	02/23/2014	05/24/2014

Project Officer(s): LABOMBARD, WILLIAM

Dates of Service: From: 02/23/2014 To: 05/24/2014

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: $1,466.00

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
49	04/15/2014	187,419.40	AVC140157	05/15/2014	305.59	261.84
52	06/16/2014	154,987.42	AVC140199	07/10/2014	483.93	414.64
				Total:	$789.52	$676.48

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name:	TOEROEK ASSOCIATES, INC.
EPA Contract Number:	EPW10011
Delivery Order Information	DO # Start Date End Date 00002 02/23/2014 05/24/2014
Project Officer(s):	LABOMBARD, WILLIAM
Dates of Service:	From: 02/23/2014 To: 05/24/2014
Summary of Service:	ENFORCEMENT SUPPORT SERVICES
Total Costs:	$1,466.00

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
49	AVC140157	Provisional	0.856825
52	AVC140199	Provisional	0.856825

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: ICF TECHNOLOGY, INC.

EPA Contract Number: 68-01-7456

Project Officer(s): BEASLEY, LYNN
EVANS, RAMONA G.

Dates of Service: From: 09/30/1990 To: 09/29/1991

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: $306.73

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
104	12/23/1991	156,550.66	R2256	02/04/1992	3.71	8.20
JVR9401	05/25/1995	0.00	R9401	05/25/1995	106.83	188.88
112	03/29/1996	132,470.67	R7150	11/22/1996	-0.32	-0.57
				Total:	$110.22	$196.51

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name:	ICF TECHNOLOGY, INC.
EPA Contract Number:	68-01-7456
Project Officer(s):	BEASLEY, LYNN EVANS, RAMONA G.
Dates of Service:	From: 09/30/1990 To: 09/29/1991
Summary of Service:	ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)
Total Costs:	$306.73

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
104	R2256	Final	2.211316
JVR9401	R9401	Provisional	1.768027
112	R7150	Provisional	1.768027

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: ICF TECHNOLOGY, INC.

EPA Contract Number: 68-D1-0135

Project Officer(s): BROSNAN, EDWARD
RILEY, JOHN

Dates of Service: From: 10/01/1994 To: 09/30/1995

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: $3,368.01

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
108	09/05/1995	577,918.11	R6016	10/10/1995	1,307.37	2,077.49
132	11/20/1996	274,813.15	R7231	12/26/1996	-6.51	-10.34
				Total:	$1,300.86	$2,067.15

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name:	ICF TECHNOLOGY, INC.
EPA Contract Number:	68-D1-0135
Project Officer(s):	BROSNAN, EDWARD RILEY, JOHN
Dates of Service:	From: 10/01/1994 To: 09/30/1995
Summary of Service:	ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)
Total Costs:	$3,368.01

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
108	R6016	Final	1.589057
132	R7231	Final	1.589057

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: LOCKHEED MARTIN SERVICES, INC.

EPA Contract Number: 68-D6-0005

Project Officer(s): MCEADDY, MONICA
WALLING, COLLEEN

Dates of Service: From: 04/01/1997 To: 03/31/1998

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: $9,561.93

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
ESTW0181	02/09/1998	559,755.74	R8433	03/10/1998	234.73	296.71
6132844R1	03/30/1998	534,547.47	R8581	04/29/1998	160.41	202.76
06134026	04/10/1998	616,088.95	R8606	05/08/1998	3,752.03	4,742.72
74	05/09/2001	101,603.84	R1471	06/12/2001	75.44	97.13
				Total:	$4,222.61	$5,339.32

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name:	LOCKHEED MARTIN SERVICES, INC.
EPA Contract Number:	68-D6-0005
Project Officer(s):	MCEADDY, MONICA WALLING, COLLEEN
Dates of Service:	From: 04/01/1997 To: 03/31/1998
Summary of Service:	ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)
Total Costs:	$9,561.93

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
ESTW0181	R8433	Final	1.264042
6132844R1	R8581	Final	1.264042
06134026	R8606	Final	1.264042
74	R1471	Provisional	1.287510

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

RECORDS MANAGEMENT/ DOCUMENT CONTROL

Contractor Name: SCIENCE APPLICATION INT'L CORP.

EPA Contract Number: EPR60801

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 12/01/2009 To: 03/30/2010

Summary of Service: RECORDS MANAGEMENT, DOCUMENT CONTROL

Total Costs: $1,640.12

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount
8-10267-21	01/05/2010	82,935.90	R0375	02/04/2010	7.25
770626	03/17/2010	68,337.48	R0605	04/21/2010	796.67
811373	04/14/2010	3,980.21	R0673	05/12/2010	836.20
				Total:	$1,640.12

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W0-0037

Project Officer(s): HAWKINS, PATRICIA
TOMIMATSU, KAREN

Dates of Service: From: 10/01/1990 To: 09/30/1995

Summary of Service: TECH ASSIST TEAMS EMERG RESPON-SUB(REDI)

Total Costs: $39,288.08

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Annual Allocation
23	07/07/1992	155,844.30	R2741	08/21/1992	-149.86	-129.79
JV44159	08/31/1994	0.00	44159	08/31/1994	4,033.39	2,146.59
JV44172	08/31/1994	0.00	44172	08/31/1994	951.13	506.20
JV44174	08/31/1994	0.00	44174	08/31/1994	1,028.84	547.55
JV44176	08/31/1994	0.00	44176	08/31/1994	947.99	504.52
JV44177	08/31/1994	0.00	44177	08/31/1994	843.79	449.07
JV44228	09/02/1994	0.00	44228	09/02/1994	94.53	50.31
JV44232	09/10/1994	0.00	44232	09/10/1994	608.84	259.22
JV44430	09/17/1994	0.00	44430	09/17/1994	654.47	278.65
JV44431	09/17/1994	0.00	44431	09/17/1994	-15.69	-6.68
JV44434	09/17/1994	0.00	44434	09/17/1994	6,992.50	2,977.15
JV44301	09/21/1994	0.00	44301	09/21/1994	1,024.91	545.46
84	08/24/1995	3,248,493.75	R6001	10/03/1995	5,780.17	3,076.23
86	09/18/1995	2,821,429.97	R6056	10/24/1995	2,323.79	1,236.73
87	10/18/1995	2,508,147.75	R6108	11/15/1995	867.29	461.58
90	11/15/1995	1,441,864.05	R6175	12/12/1995	26.44	14.07
96	02/21/1996	10,875.45	R6411	03/21/1996	-36.79	-19.58
101R	04/15/1996	870,746.63	R6770	08/13/1996	301.89	160.67
111	08/16/1996	-23,125.81	R7120	11/13/1996	-31.00	-16.50
				Total:	$26,246.63	$13,041.45

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D
UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W0-0037

Project Officer(s): HAWKINS, PATRICIA
TOMIMATSU, KAREN

Dates of Service: From: 10/01/1990 To: 09/30/1995

Summary of Service: TECH ASSIST TEAMS EMERG RESPON-SUB(REDI)

Total Costs: $39,288.08

Voucher Number	Schedule Number	Rate Type	Annual Allocation Rate
23	R2741	Final	0.866092
JV44159	44159	Final	0.532204
JV44172	44172	Final	0.532204
JV44174	44174	Final	0.532204
JV44176	44176	Final	0.532204
JV44177	44177	Final	0.532204
JV44228	44228	Final	0.532204
JV44232	44232	Provisional	0.425763
JV44430	44430	Provisional	0.425763
JV44431	44431	Provisional	0.425763
JV44434	44434	Provisional	0.425763
JV44301	44301	Final	0.532204
84	R6001	Final	0.532204
86	R6056	Final	0.532204
87	R6108	Final	0.532204
90	R6175	Final	0.532204
96	R6411	Final	0.532204
101R	R6770	Final	0.532204
111	R7120	Final	0.532204

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TECHNICAL SERVICES AND SUPPORT

Contractor Name: WESTON SOLUTIONS, INC.

EPA Contract Number: EPS51702

Delivery Order Information

DO #	Start Date	End Date
00001	08/07/2017	06/26/2020

Project Officer(s): LABOMBARD, WILLIAM

Dates of Service: From: 08/07/2017 To: 06/26/2020

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: $523,514.20

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount
1-01	10/20/2017	477,814.15	AVC180038	11/15/2017	2,979.96
1-02	11/20/2017	361,900.03	AVC180063	12/12/2017	2,458.27
1-04	01/19/2018	354,562.48	AVC180123	02/13/2018	122.14
1-05	02/19/2018	323,914.18	AVC180147	03/14/2018	2,081.94
1-06	03/15/2018	364,169.58	AVC180170	04/09/2018	5,663.48
1-07	04/18/2018	599,347.44	AVC180207	05/09/2018	5,692.10
1-08	05/17/2018	543,013.74	AVC180228	06/06/2018	16,407.93
1-09	06/19/2018	640,321.89	AVC180252	07/11/2018	88,970.75
1-10	07/18/2018	799,333.50	AVC180273	08/08/2018	64,173.52
1-11	08/16/2018	594,652.99	AVC180328	09/28/2018	16,974.29
1-12	09/14/2018	573,292.54	AVC180328	09/28/2018	1,388.88
1-13	10/19/2018	582,784.99	AVC190049	11/15/2018	5,550.41
1-14R	11/13/2018	599,712.85	AVC190071	12/10/2018	16,354.29
1-15	12/14/2018	549,714.85	AVC190094	01/28/2019	34,758.09
1-16	01/17/2019	538,709.82	AVC190117	02/11/2019	57,625.97
1-17	02/15/2019	216,792.58	AVC190141	03/06/2019	36,434.20
1-18	03/18/2019	314,407.24	AVC190167	04/04/2019	64,220.08
1-19	04/19/2019	606,619.77	AVC190191	05/08/2019	30,565.43
1-20	05/16/2019	1,110,194.27	AVC190211	06/05/2019	8,158.59
1-21	06/18/2019	685,324.99	AVC190230	07/01/2019	6,966.18
1-22	07/19/2019	731,201.79	AVC190263	08/12/2019	8,376.68
1-23	08/20/2019	499,747.79	AVC190287	09/11/2019	990.16
1-24	09/18/2019	427,218.58	AVC200001	10/01/2019	748.97
1-25	10/18/2019	520,577.93	AVC200034	11/07/2019	89.95
0001-32	04/16/2020	560,514.70	AVC200224	05/06/2020	345.89
0001-33	05/14/2020	348,529.77	AVC200247	06/03/2020	8,220.85
0001-34	06/10/2020	269,852.17	AVC200282	07/01/2020	12,080.66

Reconciliation Pending

Contract Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TECHNICAL SERVICES AND SUPPORT

Contractor Name:	WESTON SOLUTIONS, INC.
EPA Contract Number:	EPS51702
Delivery Order Information	DO # / Start Date / End Date 00001 / 08/07/2017 / 06/26/2020
Project Officer(s):	LABOMBARD, WILLIAM
Dates of Service:	From: 08/07/2017 To: 06/26/2020
Summary of Service:	TECHNICAL SERVICES AND SUPPORT
Total Costs:	$523,514.20

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount
0001-35	07/15/2020	347,104.55	AVC200310	08/03/2020	25,114.54
				Total:	$523,514.20

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

CONTRACT LAB PROGRAM (CLP) COSTS

Total Routine Analytical Services (RAS) Costs	$29,132.15
Total Financial Cost Summary	$29,132.15

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

CONTRACT LAB PROGRAM (CLP) COSTS

Routine Analytical Services (RAS)

Total Costs: $29,132.15

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	SMO Amount
Case Number:						
EPA Contract Number: 68-D4-0104, DYNCORP						
1-12	03/13/1998	502,084.67	R8524	04/08/1998	303.25	173.24
1-13	04/10/1998	532,806.37	R8610	05/11/1998	524.10	299.40
1-14	05/13/1998	597,786.39	R8704	06/12/1998	46.35	26.48
1-34R2	03/20/2002	750,752.28	R2377	04/15/2002	42.73	24.91
		Totals for 68-D4-0104:			$916.43	$524.03
		Totals for Case Number :			$916.43	$524.03
Case Number: 25969						
EPA Contract Number: 68-D5-0005, CLAYTON ENVIRONMENTAL CONSULTANTS						
78465	02/28/1998	6,487.30	R8581	04/29/1998	6,487.30	3,706.02
78472	03/31/1998	9,242.90	R8581	04/29/1998	9,242.90	5,280.22
		Totals for 68-D5-0005:			$15,730.20	$8,986.24
EPA Contract Number: 68-D5-0141, AMERICAN ANALYTICAL & TECH SERVICES						
T2817	02/26/1998	131.53	R8503	04/01/1998	131.53	75.14
T2820	02/26/1998	1,762.00	R8513	04/06/1998	1,762.00	1,006.58
		Totals for 68-D5-0141:			$1,893.53	$1,081.72
		Totals for Case Number 25969:			$17,623.73	$10,067.96
Totals for Routine Analytical Services:					$18,540.16	$10,591.99

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

CONTRACT LAB PROGRAM (CLP) COSTS

Fiscal Year	Rate Type	SMO Rate
1998	Final	0.571273
2002	Final	0.582867

Reconciliation Pending

Miscellaneous (MIS) Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Miscellaneous (MIS) Costs

Total Costs: $122.00

Procurement Number	Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	and Date	Site Amount	Description
BANKCARD							
B8BK0005463	1760157	04/16/2018	49,030.66	AVC180220	05/24/2018	1.00	FANNIN CO TX CLERK OPI
B8BK0005463	1760158	04/16/2018	49,030.66	AVC180220	05/24/2018	25.00	FANNIN CO TX CLERK OPI
B9BK0006139	1803257	03/20/2019	62,963.56	AVC190182	04/25/2019	96.00	SQ THE LEONARD GRA
			Vendor Total:			**$122.00**	
		Total Miscellaneous Costs:				**$122.00**	

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

Fiscal Year	Direct Costs	Indirect Rate(%)	Indirect Costs
1991	3,187.79	27.36%	872.18
1992	-267.74	27.20%	-72.82
1994	25,422.74	23.05%	5,859.92
1995	5,319.45	20.84%	1,108.57
1996	17,939.55	23.21%	4,163.78
1997	38.22	26.84%	10.26
1998	40,805.77	30.53%	12,458.02
1999	1,551.99	25.69%	398.71
2001	172.57	42.14%	72.72
2002	1,597.93	48.57%	776.11
2010	1,640.12	36.66%	601.27
2014	1,466.00	64.12%	940.00
2017	1,311.84	47.16%	618.66
2018	239,007.95	60.71%	145,101.73
2019	2,064,871.91	53.75%	1,109,868.71
2020	95,512.50	53.75%	51,337.97
	2,499,578.59		
Total EPA Indirect Costs			$1,334,115.79

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DOUCET, LISA	1991	16	30.89	27.36%	8.45
			30.89		$8.45
MINER, L	1991	16	79.54	27.36%	21.76
		17	318.14	27.36%	87.04
		18	79.54	27.36%	21.76
			477.22		$130.56
RITTER, MELVIN	1991	16	132.93	27.36%	36.37
		17	186.09	27.36%	50.91
			319.02		$87.28
STRECK, LARRY	1991	16	213.94	27.36%	58.53
		17	269.51	27.36%	73.74
			483.45		$132.27
SULLIVAN, ROBERT	1991	02	669.73	27.36%	183.24
		14	170.71	27.36%	46.71
		15	170.71	27.36%	46.71
		17	170.71	27.36%	46.71
		18	85.35	27.36%	23.35
		21	556.44	27.36%	152.24
			1,823.65		$498.96
Total Fiscal Year 1991 Payroll Direct Costs:			3,134.23		$857.52

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
*** Employee Name Not Found ***	T0468291	03/11/1991	53.56	27.36%	14.66
			53.56		$14.66
Total Fiscal Year 1991 Travel Direct Costs:			53.56		$14.66
Total Fiscal Year 1991:			3,187.79		$872.18

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-01-7456	104	02/04/1992	3.71	8.20	27.20%	3.24
			3.71	8.20		$3.24
68-W0-0037	23	08/21/1992	-149.86	-129.79	27.20%	-76.06
			-149.86	-129.79		$-76.06
Total Fiscal Year 1992 Other Direct Costs:			-146.15	-121.59		$-72.82
Total Fiscal Year 1992:			-267.74			$-72.82

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W0-0037	JV44159	08/31/1994	285.13	151.75	23.05%	100.70
	JV44177	08/31/1994	843.79	449.07	23.05%	298.00
	JV44172	08/31/1994	951.13	506.20	23.05%	335.91
	JV44159	08/31/1994	3,748.26	1,994.84	23.05%	1,323.78

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W0-0037	JV44174	08/31/1994	1,028.84	547.55	23.05%	363.36
	JV44176	08/31/1994	947.99	504.52	23.05%	334.80
	JV44228	09/02/1994	94.53	50.31	23.05%	33.39
	JV44232	09/10/1994	608.84	259.22	23.05%	200.09
	JV44431	09/17/1994	-15.69	-6.68	23.05%	-5.16
	JV44434	09/17/1994	6,992.50	2,977.15	23.05%	2,298.00
	JV44430	09/17/1994	654.47	278.65	23.05%	215.08
	JV44301	09/21/1994	1,024.91	545.46	23.05%	361.97
			17,164.70	8,258.04		$5,859.92
Total Fiscal Year 1994 Other Direct Costs:			17,164.70	8,258.04		$5,859.92
Total Fiscal Year 1994:			25,422.74			$5,859.92

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CLARK, KENNETH	1995	22	845.34	20.84%	176.17
		27	33.36	20.84%	6.95
			878.70		$183.12
GOROSTIZA, SYLVIA	1995	22	209.90	20.84%	43.74
			209.90		$43.74
JOHNSON, COURTNEY A.	1995	24	51.70	20.84%	10.77
			51.70		$10.77

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
MCMILLIN, RICHARD	1995	22	341.63	20.84%	71.20
			341.63		$71.20
MINER, L	1995	22	837.53	20.84%	174.54
			837.53		$174.54
STEVENS, KENNETH	1995	22	1,522.63	20.84%	317.32
			1,522.63		$317.32
THEIRL, LISA	1995	22	63.26	20.84%	13.18
		23	102.80	20.84%	21.42
		24	221.38	20.84%	46.14
		25	181.86	20.84%	37.90
		26	39.54	20.84%	8.24
		27	15.81	20.84%	3.29
			624.65		$130.17
WOOL, LISA	1995	22	524.90	20.84%	109.39
			524.90		$109.39
Total Fiscal Year 1995 Payroll Direct Costs:			4,991.64		$1,040.25

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
CLARK, KENNETH	T4029375	08/01/1995	32.10	20.84%	6.69
			32.10		$6.69
Total Fiscal Year 1995 Travel Direct Costs:			32.10		$6.69

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-01-7456	JVR9401	05/25/1995	106.83	188.88	20.84%	61.63
			106.83	188.88		$61.63
Total Fiscal Year 1995 Other Direct Costs:			106.83	188.88		$61.63
Total Fiscal Year 1995:			5,319.45			$1,108.57

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BURLESON, JOHN R.	1996	01	170.15	23.21%	39.49
			170.15		$39.49
CLARK, KENNETH	1996	02	33.36	23.21%	7.74
			33.36		$7.74

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ENGBLOM, RITA	1996	01	46.64	23.21%	10.83
			46.64		$10.83
JOHNSON, COURTNEY A.	1996	01	103.43	23.21%	24.01
		02	8.62	23.21%	2.00
			112.05		$26.01
Total Fiscal Year 1996 Payroll Direct Costs:			362.20		$84.07

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-D1-0135	108	10/10/1995	1,307.37	2,077.49	23.21%	785.63
			1,307.37	2,077.49		$785.63
68-W0-0037	84	10/03/1995	5,780.17	3,076.23	23.21%	2,055.57
	86	10/24/1995	2,323.79	1,236.73	23.21%	826.40
	87	11/15/1995	867.29	461.58	23.21%	308.43
	90	12/12/1995	26.44	14.07	23.21%	9.40
	96	03/21/1996	-36.79	-19.58	23.21%	-13.08
	101R	08/13/1996	301.89	160.67	23.21%	107.36
			9,262.79	4,929.70		$3,294.08
Total Fiscal Year 1996 Other Direct Costs:			10,570.16	7,007.19		$4,079.71
Total Fiscal Year 1996:			17,939.55			$4,163.78

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
COMPTON, JOSEPH	1997	23	81.48	26.84%	21.87
			81.48		$21.87
TURNER, JAMES	1997	22	21.98	26.84%	5.90
			21.98		$5.90
Total Fiscal Year 1997 Payroll Direct Costs:			103.46		$27.77

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-01-7456	112	11/22/1996	-0.32	-0.57	26.84%	-0.24
			-0.32	-0.57		$-0.24
68-D1-0135	132	12/26/1996	-6.51	-10.34	26.84%	-4.52
			-6.51	-10.34		$-4.52
68-W0-0037	111	11/13/1996	-31.00	-16.50	26.84%	-12.75
			-31.00	-16.50		$-12.75
Total Fiscal Year 1997 Other Direct Costs:			-37.83	-27.41		$-17.51
Total Fiscal Year 1997:			38.22			$10.26

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DOUCET, LISA	1998	10	36.84	30.53%	11.25
			36.84		$11.25
ELFEKY, MAHMOUD	1998	11	202.59	30.53%	61.85
		12	135.05	30.53%	41.23
			337.64		$103.08
FLORES, RAYMOND	1998	09	220.14	30.53%	67.21
			220.14		$67.21
GOROSTIZA, SYLVIA	1998	08	59.83	30.53%	18.27
			59.83		$18.27
HUMPHREY, MARVELYN	1998	11	72.67	30.53%	22.19
		12	109.00	30.53%	33.28
		13	145.33	30.53%	44.37
			327.00		$99.84
SCHUPPENER, BARBARA	1998	09	190.99	30.53%	58.31
			190.99		$58.31
STEVENS, KENNETH	1998	09	827.39	30.53%	252.60
			827.39		$252.60
WARREN, ELIZABETH	1998	08	29.20	30.53%	8.91

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
WARREN, ELIZABETH	1998	10	58.42	30.53%	17.84
			87.62		$26.75
Total Fiscal Year 1998 Payroll Direct Costs:			2,087.45		$637.31

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-D4-0104	1-12	04/08/1998	303.25	173.24	30.53%	145.47
	1-13	05/11/1998	524.10	299.40	30.53%	251.41
	1-14	06/12/1998	46.35	26.48	30.53%	22.23
			873.70	499.12		$419.11
68-D5-0005	78472	04/29/1998	9,242.90	5,280.22	30.53%	4,433.91
	78465	04/29/1998	6,487.30	3,706.02	30.53%	3,112.02
			15,730.20	8,986.24		$7,545.93
68-D5-0141	T2817	04/01/1998	131.53	75.14	30.53%	63.10
	T2820	04/06/1998	1,762.00	1,006.58	30.53%	845.25
			1,893.53	1,081.72		$908.35
68-D6-0005	ESTW0181	03/10/1998	234.73	296.71	30.53%	162.25
	6132844R1	04/29/1998	160.41	202.76	30.53%	110.88
	06134026	05/08/1998	3,752.03	4,742.72	30.53%	2,593.45
			4,147.17	5,242.19		$2,866.58

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W4-0016	38	10/10/1997	171.99	92.46	30.53%	80.74
			171.99	92.46		$80.74
Total Fiscal Year 1998 Other Direct Costs:			22,816.59	15,901.73		$11,820.71
Total Fiscal Year 1998:			40,805.77			$12,458.02

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
FOSTER, ALTHEA	1999	15	271.69	25.69%	69.80
		16	585.10	25.69%	150.31
		17	233.64	25.69%	60.02
		18	41.79	25.69%	10.74
		22	41.79	25.69%	10.74
			1,174.01		$301.61
Total Fiscal Year 1999 Payroll Direct Costs:			1,174.01		$301.61

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
FOSTER, ALTHEA	T6636369	05/17/1999	15.50	25.69%	3.98
			15.50		$3.98
Total Fiscal Year 1999 Travel Direct Costs:			15.50		$3.98

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W4-0016	53	01/19/1999	147.10	94.01	25.69%	61.94
	54	02/23/1999	67.47	53.90	25.69%	31.18
			214.57	147.91		$93.12
Total Fiscal Year 1999 Other Direct Costs:			214.57	147.91		$93.12
Total Fiscal Year 1999:			1,551.99			$398.71

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-D6-0005	74	06/12/2001	75.44	97.13	42.14%	72.72
			75.44	97.13		$72.72
Total Fiscal Year 2001 Other Direct Costs:			75.44	97.13		$72.72
Total Fiscal Year 2001:			172.57			$72.72

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-D4-0104	1-34R2	04/15/2002	42.73	24.91	48.57%	32.85
			42.73	24.91		$32.85
68-W0-0091	1260-11	05/10/2002	552.06	127.61	48.57%	330.12
	1260-13	07/03/2002	6.96	1.61	48.57%	4.16
	1260-12	07/17/2002	420.07	97.10	48.57%	251.19

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W0-0091	1260-14	08/01/2002	85.55	19.77	48.57%	51.15
	1260-15	08/28/2002	142.11	32.85	48.57%	84.98
	1260-16	09/26/2002	36.23	8.37	48.57%	21.66
			1,242.98	287.31		$743.26
Total Fiscal Year 2002 Other Direct Costs:			1,285.71	312.22		$776.11
Total Fiscal Year 2002:			1,597.93			$776.11

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPR60801	8-10267-21	02/04/2010	7.25	0.00	36.66%	2.66
	770626	04/21/2010	796.67	0.00	36.66%	292.06
	811373	05/12/2010	836.20	0.00	36.66%	306.55
			1,640.12	0.00		$601.27
Total Fiscal Year 2010 Other Direct Costs:			1,640.12	0.00		$601.27
Total Fiscal Year 2010:			1,640.12			$601.27

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	49	05/15/2014	305.59	261.84	64.12%	363.84

Reconciliation Pending

EPA Indirect Costs

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UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	52	07/10/2014	483.93	414.64	64.12%	576.16
			789.52	676.48		$940.00
Total Fiscal Year 2014 Other Direct Costs:			789.52	676.48		$940.00
Total Fiscal Year 2014:			1,466.00			$940.00

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
FIFE, GREGORY	2017	20	299.01	47.16%	141.01
			299.01		$141.01
MOORE, GARY	2017	23	758.67	47.16%	357.79
		24	254.16	47.16%	119.86
			1,012.83		$477.65
Total Fiscal Year 2017 Payroll Direct Costs:			1,311.84		$618.66
Total Fiscal Year 2017:			1,311.84		$618.66

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DELGADO, COURTNEY	2018	25	433.37	60.71%	263.10

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DELGADO, COURTNEY	2018	26	1,950.17	60.71%	1,183.95
			2,383.54		$1,447.05
EPPLER, DAVID	2018	14	592.41	60.71%	359.65
		15	740.50	60.71%	449.56
		16	593.18	60.71%	360.12
		17	370.73	60.71%	225.07
		24	593.18	60.71%	360.12
		25	2,150.26	60.71%	1,305.42
		26	3,559.05	60.71%	2,160.70
			8,599.31		$5,220.64
MOORE, GARY	2018	08	326.96	60.71%	198.50
		09	81.74	60.71%	49.62
		10	1,716.60	60.71%	1,042.15
		12	653.98	60.71%	397.03
		13	1,389.61	60.71%	843.63
		15	735.67	60.71%	446.63
		16	3,269.69	60.71%	1,985.03
		17	245.23	60.71%	148.88
		19	163.48	60.71%	99.25
		22	1,226.15	60.71%	744.40
		23	1,961.87	60.71%	1,191.05
		24	2,615.76	60.71%	1,588.03
		25	735.68	60.71%	446.63
		26	4,127.99	60.71%	2,506.10
			19,250.41		$11,686.93
SCHILLING, LEONARD	2018	24	454.14	60.71%	275.71
		25	817.45	60.71%	496.27

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
SCHILLING, LEONARD	2018	26	317.90	60.71%	193.00
			1,589.49		$964.98
TURNER, PHILIP	2018	24	140.53	60.71%	85.32
		25	105.41	60.71%	63.99
			245.94		$149.31
Total Fiscal Year 2018 Payroll Direct Costs:			32,068.69		$19,468.91

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
B8BK0005463	1760157	05/24/2018	1.00	0.00	60.71%	0.61
	1760158	05/24/2018	25.00	0.00	60.71%	15.18
			26.00	0.00		$15.79
EPS51702	1-01	11/15/2017	2,979.96	0.00	60.71%	1,809.13
	1-02	12/12/2017	2,458.27	0.00	60.71%	1,492.42
	1-04	02/13/2018	122.14	0.00	60.71%	74.15
	1-05	03/14/2018	2,081.94	0.00	60.71%	1,263.95
	1-06	04/09/2018	5,663.48	0.00	60.71%	3,438.30
	1-07	05/09/2018	5,692.10	0.00	60.71%	3,455.67
	1-08	06/06/2018	16,407.93	0.00	60.71%	9,961.25
	1-09	07/11/2018	88,970.75	0.00	60.71%	54,014.14
	1-10	08/08/2018	64,173.52	0.00	60.71%	38,959.74
	1-12	09/28/2018	1,388.88	0.00	60.71%	843.19

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51702	1-11	09/28/2018	16,974.29	0.00	60.71%	10,305.09
			206,913.26	0.00		$125,617.03
Total Fiscal Year 2018 Other Direct Costs:			206,939.26	0.00		$125,632.82
Total Fiscal Year 2018:			239,007.95			$145,101.73

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BRESCIA, NICOLAS	2019	09	1,442.29	53.75%	775.23
		10	3,981.95	53.75%	2,140.30
			5,424.24		$2,915.53
COOK, BRENDA	2019	05	618.19	53.75%	332.28
			618.19		$332.28
DELGADO, COURTNEY	2019	01	532.78	53.75%	286.37
		02	1,083.43	53.75%	582.34
		03	3,322.50	53.75%	1,785.84
		04	1,661.26	53.75%	892.93
		05	4,117.03	53.75%	2,212.90
		06	5,128.20	53.75%	2,756.41
		07	2,192.22	53.75%	1,178.32
		08	2,580.78	53.75%	1,387.17
		10	2,782.91	53.75%	1,495.81
		11	2,089.10	53.75%	1,122.89
		14	619.49	53.75%	332.98
		15	929.23	53.75%	499.46

Reconciliation Pending

EPA Indirect Costs

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DELGADO, COURTNEY	2019	16	1,316.42	53.75%	707.58
		17	464.63	53.75%	249.74
		19	1,084.10	53.75%	582.70
		21	774.69	53.75%	416.40
		23	1,451.93	53.75%	780.41
		24	1,335.78	53.75%	717.98
		25	1,388.88	53.75%	746.52
		26	1,388.88	53.75%	746.52
			36,244.24		$19,481.27
EPPLER, DAVID	2019	01	2,261.49	53.75%	1,215.55
		02	963.91	53.75%	518.10
		03	444.88	53.75%	239.12
		10	301.16	53.75%	161.87
		12	264.39	53.75%	142.11
		13	151.06	53.75%	81.19
		17	604.83	53.75%	325.10
		18	1,285.26	53.75%	690.83
		19	907.23	53.75%	487.64
		20	756.05	53.75%	406.38
		22	604.83	53.75%	325.10
		24	415.82	53.75%	223.50
		25	604.83	53.75%	325.10
		26	226.81	53.75%	121.91
		27	226.81	53.75%	121.91
			10,019.36		$5,385.41
FISHER, KELSEY	2019	06	630.62	53.75%	338.96
		07	108.51	53.75%	58.32

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
FISHER, KELSEY	2019	10	320.47	53.75%	172.25
			1,059.60		$569.53
LOESEL, MATTHEW	2019	07	319.63	53.75%	171.80
			319.63		$171.80
MARTIN, JOHN	2019	04	1,344.37	53.75%	722.60
		06	635.14	53.75%	341.39
		08	77.29	53.75%	41.54
			2,056.80		$1,105.53
MOORE, GARY	2019	01	1,979.43	53.75%	1,063.94
		02	408.70	53.75%	219.68
		03	3,270.24	53.75%	1,757.75
		04	1,957.54	53.75%	1,052.18
		05	4,365.76	53.75%	2,346.60
		06	3,572.55	53.75%	1,920.25
		08	3,162.83	53.75%	1,700.02
		09	4,598.66	53.75%	2,471.78
		10	595.38	53.75%	320.02
		11	2,725.13	53.75%	1,464.76
		12	3,814.10	53.75%	2,050.08
		13	2,483.62	53.75%	1,334.95
		16	976.88	53.75%	525.07
		17	177.54	53.75%	95.43
		18	88.77	53.75%	47.71
		19	932.06	53.75%	500.98
		23	621.38	53.75%	333.99

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
MOORE, GARY	2019	26	532.61	53.75%	286.28
			36,263.18		$19,491.47
PATEL, ANISH	2019	06	834.83	53.75%	448.72
		07	108.51	53.75%	58.32
			943.34		$507.04
PETERSEN, JAY	2019	03	322.30	53.75%	173.24
		04	564.02	53.75%	303.16
		05	402.88	53.75%	216.55
		06	805.92	53.75%	433.18
		10	656.66	53.75%	352.95
		11	492.76	53.75%	264.86
		12	82.13	53.75%	44.14
		13	41.06	53.75%	22.07
		18	164.26	53.75%	88.29
			3,531.99		$1,898.44
ROBERTSON, DAVID	2019	06	680.53	53.75%	365.78
		10	760.66	53.75%	408.85
			1,441.19		$774.63
SCHILLING, LEONARD	2019	01	272.48	53.75%	146.46
		02	1,771.09	53.75%	951.96
		03	622.01	53.75%	334.33
		04	1,217.95	53.75%	654.65
		05	1,652.90	53.75%	888.43
		10	369.56	53.75%	198.64
		11	277.66	53.75%	149.24
		12	555.32	53.75%	298.48

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
SCHILLING, LEONARD	2019	13	277.66	53.75%	149.24
		14	92.63	53.75%	49.79
		15	324.18	53.75%	174.25
		17	370.50	53.75%	199.14
		18	277.87	53.75%	149.36
		19	185.26	53.75%	99.58
		20	463.12	53.75%	248.93
		21	92.75	53.75%	49.85
		22	370.50	53.75%	199.14
		25	92.62	53.75%	49.78
		26	92.63	53.75%	49.79
			9,378.69		$5,041.04
SPENCER, KELVIN	2019	02	64.87	53.75%	34.87
		03	129.74	53.75%	69.74
			194.61		$104.61
TURNER, PHILIP	2019	02	298.65	53.75%	160.52
			298.65		$160.52
WEBSTER, SUSAN	2019	06	513.14	53.75%	275.81
		10	365.04	53.75%	196.21
		11	274.13	53.75%	147.34
		13	137.08	53.75%	73.68
		18	963.74	53.75%	518.01
			2,253.13		$1,211.05
Total Fiscal Year 2019 Payroll Direct Costs:			110,046.84		$59,150.15

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
COOK, BRENDA	TAA06NPT	12/07/2018	24.00	53.75%	12.90
			31.59	53.75%	16.98
		02/15/2019	14.75	53.75%	7.93
			70.34		$37.81
DELGADO, COURTNEY	TAA06GAO	10/09/2018	73.13	53.75%	39.31
			14.75	53.75%	7.93
	TAA06KP8	11/09/2018	14.75	53.75%	7.93
			65.40	53.75%	35.15
			168.03		$90.32
MARTIN, JOHN	TAA06NKL	11/28/2018	6.80	53.75%	3.66
			43.60	53.75%	23.44
	TAA06NZR	12/04/2018	6.80	53.75%	3.66
			43.60	53.75%	23.44
	TAA06RMU	02/11/2019	6.80	53.75%	3.66
	TAA06RN3	02/11/2019	46.40	53.75%	24.94
			6.80	53.75%	3.66
	TAA06RMU	02/11/2019	46.40	53.75%	24.94
			207.20		$111.40
MOORE, GARY	TAA06HEL	10/04/2018	6.80	53.75%	3.66
		10/05/2018	170.59	53.75%	91.69
	TAA06IFB	10/15/2018	101.38	53.75%	54.49
			6.80	53.75%	3.66
	TAA06UWA	03/12/2019	157.18	53.75%	84.48
			6.80	53.75%	3.66
	TAA06X3L	03/25/2019	6.80	53.75%	3.66
			316.10	53.75%	169.90
	TAA06ZJQ	04/12/2019	6.80	53.75%	3.66
			157.18	53.75%	84.48

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
MOORE, GARY	TAA07977	06/12/2019	103.82	53.75%	55.80
			6.80	53.75%	3.66
	TAA07L0B	08/29/2019	6.80	53.75%	3.66
			52.78	53.75%	28.37
			1,106.63		$594.83
ROBERTSON, DAVID	TAA06SUX	02/28/2019	108.75	53.75%	58.46
			221.12	53.75%	118.85
			329.87		$177.31
Total Fiscal Year 2019 Travel Direct Costs:			1,882.07		$1,011.67

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
B9BK0006139	1803257	04/25/2019	96.00	0.00	53.75%	51.60
			96.00	0.00		$51.60
EPS41604	60308-01	01/22/2019	112,927.61	4,067.77	53.75%	62,885.02
	60308-02	01/28/2019	204,578.24	7,369.11	53.75%	113,921.70
	60308-03	03/06/2019	603,160.27	21,726.44	53.75%	335,876.61
	60308-04	04/22/2019	578,189.57	20,826.97	53.75%	321,971.39
	60308-05	05/20/2019	79,419.09	2,860.76	53.75%	44,225.42
	60308-06	06/21/2019	14,771.28	532.08	53.75%	8,225.56
			1,593,046.06	57,383.13		$887,105.70
EPS51701	20	11/06/2018	604.26	206.69	53.75%	435.89
			42.75	14.62	53.75%	30.84

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51701	22	02/04/2019	1,183.21	404.71	53.75%	853.51
	23	02/19/2019	17.83	6.10	53.75%	12.86
			12.66	4.33	53.75%	9.13
	24	03/28/2019	8.92	3.05	53.75%	6.43
	25	04/10/2019	18.36	6.28	53.75%	13.24
	26	05/06/2019	437.61	149.68	53.75%	315.67
	27	06/04/2019	437.61	149.68	53.75%	315.67
	28	07/02/2019	2,141.58	732.52	53.75%	1,544.83
			248.88	85.13	53.75%	179.53
	29	08/02/2019	1,408.41	481.74	53.75%	1,015.96
			466.50	159.56	53.75%	336.51
	30	09/09/2019	17,126.87	5,858.19	53.75%	12,354.47
			24,155.45	8,262.28		$17,424.54
EPS51702	1-13	11/15/2018	5,550.41	0.00	53.75%	2,983.35
	1-14R	12/10/2018	16,118.74	0.00	53.75%	8,663.82
			235.55	0.00	53.75%	126.61
	1-15	01/28/2019	27,848.35	0.00	53.75%	14,968.49
			6,909.74	0.00	53.75%	3,713.99
	1-16	02/11/2019	53,508.89	0.00	53.75%	28,761.03
			4,117.08	0.00	53.75%	2,212.93
	1-17	03/06/2019	36,434.20	0.00	53.75%	19,583.38
	1-18	04/04/2019	57,738.22	0.00	53.75%	31,034.29
			6,481.86	0.00	53.75%	3,484.00
	1-19	05/08/2019	23,624.75	0.00	53.75%	12,698.30
			6,940.68	0.00	53.75%	3,730.62
	1-20	06/05/2019	8,158.59	0.00	53.75%	4,385.24
	1-21	07/01/2019	6,966.18	0.00	53.75%	3,744.32
	1-22	08/12/2019	8,376.68	0.00	53.75%	4,502.47

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51702	1-23	09/11/2019	990.16	0.00	53.75%	532.21
			270,000.08	0.00		$145,125.05
Total Fiscal Year 2019 Other Direct Costs:			1,887,297.59	65,645.41		$1,049,706.89
Total Fiscal Year 2019:			2,064,871.91			$1,109,868.71

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DELGADO, COURTNEY	2020	02	726.11	53.75%	390.28
		03	879.04	53.75%	472.48
		05	764.32	53.75%	410.82
			2,369.47		$1,273.58
EPPLER, DAVID	2020	01	453.62	53.75%	243.82
		03	230.59	53.75%	123.94
		04	614.91	53.75%	330.51
		05	614.91	53.75%	330.51
		06	383.01	53.75%	205.87
		08	2,360.96	53.75%	1,269.02
		09	40.71	53.75%	21.88
		12	244.22	53.75%	131.27
		15	203.53	53.75%	109.40
		16	651.31	53.75%	350.08
		18	1,058.36	53.75%	568.87
		19	1,465.41	53.75%	787.66
		20	814.12	53.75%	437.59
		21	1,345.04	53.75%	722.96
		22	1,709.66	53.75%	918.94

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
EPPLER, DAVID	2020	23	651.31	53.75%	350.08
			12,841.67		$6,902.40
MOORE, GARY	2020	10	186.46	53.75%	100.22
		11	326.35	53.75%	175.41
		12	139.87	53.75%	75.18
		13	1,771.64	53.75%	952.26
		15	1,072.32	53.75%	576.37
		16	46.64	53.75%	25.07
		17	1,631.76	53.75%	877.07
		18	792.59	53.75%	426.02
		19	1,398.67	53.75%	751.79
		20	1,072.30	53.75%	576.36
		21	419.95	53.75%	225.72
		22	93.23	53.75%	50.11
		23	559.47	53.75%	300.72
			9,511.25		$5,112.30
PETERSEN, JAY	2020	12	211.82	53.75%	113.85
			211.82		$113.85
SCHILLING, LEONARD	2020	08	194.62	53.75%	104.61
		09	778.48	53.75%	418.43
		10	1,096.64	53.75%	589.44
		11	1,395.72	53.75%	750.20
		12	1,395.71	53.75%	750.19
		14	199.39	53.75%	107.17
		15	996.96	53.75%	535.87
		16	299.08	53.75%	160.76
		19	299.07	53.75%	160.75

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
SCHILLING, LEONARD	2020	20	498.47	53.75%	267.93
			7,154.14		$3,845.35
Total Fiscal Year 2020 Payroll Direct Costs:			32,088.35		$17,247.48

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS41604	60308-07	10/21/2019	5,724.17	206.19	53.75%	3,187.57
	60308-08	11/21/2019	90.40	3.26	53.75%	50.34
			5,814.57	209.45		$3,237.91
EPS51701	31	10/07/2019	-17,126.87	-5,858.19	53.75%	-12,354.47
			4,789.92	1,638.38	53.75%	3,455.21
			17,126.87	5,858.19	53.75%	12,354.47
	32	11/01/2019	84.40	28.87	53.75%	60.88
	00033	12/12/2019	36.73	12.56	53.75%	26.49
	34	01/09/2020	172.45	58.99	53.75%	124.40
	00035	02/10/2020	592.85	202.78	53.75%	427.65
	EPS51701_36_00005	03/13/2020	1,612.38	551.51	53.75%	1,163.09
	EPS51701_37_00001	03/27/2020	91.06	31.15	53.75%	65.69
	EPS51701_38_00005	04/02/2020	5.37	1.84	53.75%	3.88
	EPS51701_38_00001	04/02/2020	50.92	17.42	53.75%	36.73
	EPS51701_39_00001	05/11/2020	352.50	120.57	53.75%	254.28
	EPS51701_40_00001	06/04/2020	250.74	85.76	53.75%	180.87
	EPS51701_42_00001	08/13/2020	7.54	2.58	53.75%	5.44
			8,046.86	2,752.41		$5,804.61
EPS51702	1-24	10/01/2019	748.97	0.00	53.75%	402.57

Reconciliation Pending

EPA Indirect Costs

DOYLE, FRANK J. (TRANSFORMER), LEONARD, TX SITE ID = 06 1D

UNRECONCILED COST FROM INCEPTION THROUGH 08/31/2020
DEMAND LETTER

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51702	1-25	11/07/2019	89.95	0.00	53.75%	48.35
	0001-32	05/06/2020	345.89	0.00	53.75%	185.92
	0001-33	06/03/2020	8,220.85	0.00	53.75%	4,418.71
	0001-34	07/01/2020	12,080.66	0.00	53.75%	6,493.35
	0001-35	08/03/2020	25,114.54	0.00	53.75%	13,499.07
			46,600.86	0.00		$25,047.97
Total Fiscal Year 2020 Other Direct Costs:			60,462.29	2,961.86		$34,090.49
Total Fiscal Year 2020:			95,512.50			$51,337.97
Total EPA Indirect Costs						$1,334,115.79

ENCLOSURE 3

LIST OF POTENTIALLY RESPONSIBLE PARTIES
F. J. DOYLE SALVAGE SUPERFUND SITE

PARTIES RECEIVING THIS LETTER

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for Louisiana Power & Light
and successors in interest to Gulf States Utility Company
Steve Morton, Partner
K&L Gates, LLP
2801 Via Fortuna, Suite 350
Austin, Texas 78746

ENCLOSURE 4

SMALL BUSINESS RESOURCES INFORMATION SHEET
F. J. DOYLE SUPERFUND SITE

United States Environmental Protection Agency

Office of Enforcement and Compliance Assurance
EPA-300-F-20-002 February 2020

U.S. EPA Small Business Resources Information Sheet

The United States Environmental Protection Agency provides an array of resources to help small businesses understand and comply with federal and state environmental laws. In addition to helping small businesses understand their environmental obligations and improve compliance, these resources will also help such businesses find cost-effective ways to comply through pollution prevention techniques and innovative technologies.

Office of Small and Disadvantaged Business Utilization (OSDBU)
https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu

EPA's OSBBU advocates and advances business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses.

EPA's Asbestos Small Business Ombudsman (ASBO)
https://www.epa.gov/resources-small-businesses/asbestos-small-business-ombudsman or 1-800-368-5888

The EPA ASBO serves as a conduit for small businesses to access EPA and facilitates communications between the small business community and the Agency.

Small Business Environmental Assistance Program
https://nationalsbeap.org

This program provides a "one-stop shop" for small businesses and assistance providers seeking information on a wide range of environmental topics and state-specific environmental compliance assistance resources.

EPA's Compliance Assistance Homepage
https://www.epa.gov/compliance

This page is a gateway to industry and statute-specific environmental resources, from extensive web-based information to hotlines and compliance assistance specialists.

Compliance Assistance Centers
https://www.complianceassistance.net

EPA-sponsored Compliance Assistance Centers provide the information you need, in a way that helps make sense of environmental regulations. Each Center addresses real world issues faced by a specific industry or government sector. They were developed in partnership with industry, universities and other federal and state agencies.

Agriculture
https://www.epa.gov/agriculture

Automotive Recycling
http://www.ecarcenter.org

Automotive Service and Repair
https://ecar-greenlink.org/ or 1-888-GRN-LINK

Combustion—Boilers, Generators, Incinerators, Wood Heaters
https://www.combustionportal.org/

Construction
http://www.cicacenter.org

Education
https://www.nacubo.org/

Healthcare
http://www.hercenter.org

Local Government
https://www.lecan.net/

Oil/ Natural Gas Energy Extraction
https://www.ecice.org/

Paints and Coatings
https://www.painteenter.org/

Ports
https://www.portcompliance.org/

Surface Finishing
http://www.sterc.org/

Transportation
https://www.tercenter.org/

U.S. Border Compliance and Import/Export Issues
https://www.bordercenter.org/

Veterinary Care
https://www.vetca.org/

EPA Hotlines and Clearinghouses
www.epa.gov/home/epa-hotlines

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. Examples include:

Clean Air Technology Center (CATC) Info-line
www.epa.gov/catc or 1-919-541-0800

Superfund, TRI, EPCRA, RMP, and Oil Information Center
1-800-424-9346

EPA Imported Vehicles and Engines Public Helpline
www.epa.gov/otaq/imports or 1-734-214-4100

National Pesticide Information Center
www.npic.orst.edu or 1-800-858-7378

National Response Center Hotline to report oil and hazardous substance spills - http://nrc.uscg.mil or 1-800-424-8802

Pollution Prevention Information Clearinghouse (PPIC) - www.epa.gov/p2/pollution-prevention-resources#ppic or 1-202-566-0799

Safe Drinking Water Hotline - www.epa.gov/ground-water-and-drinking-water/safe-drinking-water-hotline or 1-800-426-4791

Toxic Substances Control Act (TSCA) Hotline
tsca-hotline@epa.gov or 1-202-554-1404

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U.S. Small Business Resources

Small Entity Compliance Guides
https://www.epa.gov/reg-flex/small-entity-compliance-guides

EPA publishes a Small Entity Compliance Guide (SECG) for every rule for which the Agency has prepared a final regulatory flexibility analysis, in accordance with Section 604 of the Regulatory Flexibility Act (RFA).

Regional Small Business Liaisons
www.epa.gov/resources-small-businesses/epa-regional-office-small-business-liaisons

The U.S. Environmental Protection Agency (EPA) Regional Small Business Liaison (RSBL) is the primary regional contact and often the expert on small business assistance, advocacy, and outreach. The RSBL is the regional voice for the EPA Asbestos and Small Business Ombudsman (ASBO).

State Resource Locators
www.envcap.org/statetools

The Locators provide state-specific information on regulations and resources covering the major environmental laws.

State Small Business Environmental Assistance Programs (SBEAPs)
https://nationalsbeap.org/states/list

State SBEAPs help small businesses and assistance providers understand environmental requirements and sustainable business practices through workshops, trainings and site visits.

EPA's Tribal Portal
https://www.epa.gov/tribal

The Portal helps users locate tribal-related information within EPA and other federal agencies.

EPA Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has several such policies that may apply to small businesses. More information is available at:

- **EPA's Small Business Compliance Policy**
- https://www.epa.gov/compliance/small-business-compliance
- **EPA's Audit Policy**
  www.epa.gov/compliance/epas-audit-policy

Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a Small Business Administration (SBA) National Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the SBA's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, you can call the SBA National Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247), or submit a comment online at https://www.sba.gov/about-sba/oversight-advocacy/office-national-ombudsman.

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.

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