

**Attachment F**  
**POST-CLOSURE PLAN**



REVISED POST-CLOSURE PLAN  
UNITED MUSICAL INSTRUMENTS,  
U.S.A., INC.  
1310 W. FAIRWAY DRIVE  
NOGALES, ARIZONA 85621

*Prepared for*  
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December 31, 1997

*Revised 2006-2009 by*  
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February 27, 2009

**Woodward-Clyde**



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Post-closure care and groundwater monitoring is usually required at a site if after closure activities are complete, wastes and/or contaminated subsurface soil remain or the groundwater beneath the site has been impacted. In the case of United Musical Instruments USA, Inc. (UMI), historical information and recent field investigation showed that the groundwater beneath and downgradient of the closed surface impoundment has been impacted, which caused UMI to be subject to post-closure care, groundwater monitoring, and groundwater remediation.

Remediation of the on-site contaminated groundwater beneath and downgradient of the closed surface impoundment is the subject of this post-closure plan. This post-closure plan describes the groundwater treatment system operation, groundwater monitoring and reporting, and other related post-closure care requirements. It is expected that groundwater withdrawal and treatment will be effective to eliminate any potential threat to human health or the environment and eliminate the need for further post-closure activities.

This document is a revision of the Revised Post-Closure Plan for the UMI facility that was dated December 31, 1997, and which was a revision to the Amended Post-Closure Plan for the UMI facility that was submitted to ADEQ in February 1991. The following sections address applicable post-closure regulations as found in A.A.C. R18-8-264.A and -270.A, and 40 CFR 264 and 270.

The purpose of groundwater withdrawal at the UMI Plant is the remediation of groundwater VOCs. Groundwater will be withdrawn from an extraction well, treated using air stripping towers, and then transferred via pipelines to a storage pond for use in surface irrigation at the Meadow Hills Country Club Golf Course, owned by the City of Nogales. The detailed plans and engineering report, from which this description was extracted, was presented in the *Revised Interim Startup Plan* (Woodward-Clyde International-Americas, 1997), submitted to ADEQ in October 1997, and resubmitted after revisions June 1, 1998.

## **2.1 CLEANUP LEVELS**

The identification of cleanup levels is an important operations definition, because groundwater remediation would be complete when cleanup levels for all compliance monitoring constituents are met for the network of monitoring wells. Appendix 6 of the RCRA Part B Post-Closure Permit Application shows historical VOC concentrations in groundwater in the vicinity of the UMI facility (as measured from the groundwater monitoring well system). Shown are sampling results for those chemicals detected in one of more wells using EPA Method 601 analysis. Table 2-1 compares the remedial design effluent concentrations to the ADEQ Aquifer Water Quality Standards (AWQS) and the EPA maximum contaminant level (MCL) for drinking water.

## **2.2 SUMMARY OF DETAILED PLANS AND ENGINEERING REPORT FOR GROUNDWATER REMEDIATION**

To mitigate the impacts of contamination on groundwater resources during the investigation phase, UMI conducted an evaluation of groundwater remediation alternatives in early 1987 based on data collected to date (Woodward-Clyde Consultants, 1987). The results of this evaluation indicated that two off-site wells (a proposed well near DMW-2 and existing well DMW-7) should be used to extract groundwater for above-ground treatment via air stripping at the UMI Nogales facility. The alternative evaluation also recommended the use of treated water for irrigation by the City of Nogales at Meadow Hills Golf Course.

**Treatment System Design.** In May of 1987, Woodward-Clyde Consultants prepared a design basis document for the groundwater treatment facility. Table 2 -1 summarizes the design parameters developed in this report and specifications used for construction. As indicated in Table 2-1, the treatment system was designed to remediate select VOCs in extracted groundwater. Based on the results of calculations conducted using a proprietary computer model developed by Woodward-Clyde Consultants, mass transfer and thus the height of packing was found to be controlled by the influent and effluent concentrations of 1,1,2-trichloroethane.

**Treatment System Installation.** Following the issuance of construction drawings and specifications in March of 1988 for bid, University Mechanical of Tucson, Arizona was selected by UMI to procure and install treatment system components. R.E. Wright Associates, Inc. of Middletown, Pennsylvania supplied air stripping equipment. Completion of construction activities occurred in 1990. Figure 2-1 presents a Process and Instrumentation Diagram and Figure 2-2 depicts a Mechanical Layout Plan for the installed equipment.

### 2.2.1 Groundwater Extraction

The groundwater treatment system was designed to accommodate the flow of two extraction wells pumping at a combined maximum flow rate of 150 gpm. At present, only one well (EW-2) is used to extract groundwater for treatment at the surface. This well is located near the northern property boundary for the UMI Facility and is approximately 200 feet deep. Well construction details for EW-2 include a six-inch diameter stainless steel casing and screen. The screened interval of the well extends from approximately 125 to 195 feet below land surface (bls), intercepting the top of the regional aquifer.

The well is equipped with a 15-horsepower electric submersible pump located at a depth of approximately 150 feet bls. The maximum flow rate available from EW-2 is approximately 75 gallons per minute (gpm). Each pump will be controlled with a hand-operated (on-off-automatic) switch. In auto mode, a shutdown switch will activate if the pump amperage draw increases beyond a certain level, an indication that the well water has dropped to an unacceptably low level. The pump will be restarted by a delay timer, which is field set to allow for recharge time. The well pumps will also be shut down in auto mode if there is a high level signal from the equalization tank.

The discharge well head assembly at the surface consists of a check valve, a 50-micron sand-silt strainer, a ball valve, a pressure gauge, and a vacuum relief valve. Design of the strainer provides easy access for cleaning and will have a maximum pressure drop of 1 psi at the maximum flow rate of water from the well pumps. The vacuum relief valve allows air into the discharge line from the pump when the pump is stopped. The wellhead assembly is contained in a precast concrete box. The vault is 10' x 5' x 5', designed to withstand H-20 wheel-loading suitable for use in off-street locations not subjected to high-density traffic.

### 2.2.2 Extraction Pipelines

A 3-inch diameter extraction pipeline connects the wellhead with the treatment system. A flow rate rotameter was installed in the line between the well and the feed equalization tank. The flow rate rotameter will be accurate to at least 2 percent over a flow rate range of 10 to 150 percent of the maximum flow rate for the well.

### 2.2.3 Air Stripping Treatment System

#### 2.2.3.1 Design

The Air Stripping Treatment Unit is located within a fenced region on the north side of the UMI facility (adjacent to UMI Building 1) and includes two 3.4-foot diameter, 27-foot high air stripping towers operated in series (see Figure 2-2). Following extraction from well EW-2, the groundwater is pumped into a 6,500-gallon equalization tank (Tank 1). Upper and lower level controls on Tank 1 regulate the operation of Feed Pump P-1, which discharges water to the top of the first air stripping tower (A-1) at a constant rate of 150 gpm. Water flows through the tower and into a level controlled sump at the base of the tower. It is then pumped to the top of the second air stripping tower (A-2) via Transfer Pump P-2 at a variable rate no higher than 150 gpm. From the level controlled sump at the base of A-2, the treated groundwater is discharged via Treated Effluent Pump P-3 to a 6,500-gallon holding tank (Tank 2).

The air stripping towers contain 2-inch diameter polypropylene packing media that increase the contact surface area between air and water. By increasing the air to water surface contact area, volatilization of the VOCs increases. To further aid the transfer of VOCs to the vapor phase, two 10-horsepower blowers (B-1 and B-2) force air from the base of the columns counter-current to water flow at a rate of approximately 3,250 cubic feet per minute (cfm) each. The VOCs are discharged to the atmosphere with the air at the top of the columns.

All groundwater treatment activities occur on a curbed concrete slab which provides secondary containment for impacted water. The holding area is equipped with a level controlled sump that enunciates an alarm condition and shuts down all treatment system pumps (including the extraction well pump) in the event of a loss of treatment system integrity. Sump Pump P-5 is located in the sump and can transfer water from the sump into Tank 1 under appropriate level conditions (see Figure 2-1).

From Tank 2, treated water is pumped via Effluent Discharge Pump (P-4) to Meadow Hills Golf Course for reuse as turf irrigation. At the golf course, treated water is discharged into a geosynthetic-lined pond. Meadow Hills Golf Course is owned by the City of Nogales which is responsible for pond maintenance as specified in the Agreement Between the City of Nogales and UMI (Attachment A).

#### 2.2.3.2 Operating Hours

The groundwater treatment system operates 24 hours per day, seven days per week, with intermittent down time due to maintenance and occasional power interruptions.

#### 2.2.3.3 Operating Procedures

The treatment system is controlled by switches on the control boxes located next to each piece of equipment in the Air Stripping Treatment Area and by two central control panels inside UMI Building 1. One central control panel provides power to the entire system (Control Panel 1) and the other contains the system alarms and variable speed drive controls (Control Panel 2). The following operating procedures reference these controls and various logs used to record operating data. Figures 2-3 and 2-4 present the Operations Log and Activity Log, respectively.

**System Startup.** The following steps should be followed to start treatment system operation:

##### Normal Equipment Startup Procedure

- I. Check flow totalizer readings and compare to previous readings recorded in the Operations Log; if readings are significantly different (i.e. more than 20 gallons), record new readings in the Operations Log.
- II. Record the startup time in the Activity Log.
- III. Turn on the power to the variable speed drives and interlock controls at Control Panel 1 located inside UMI Building 1.

- IV. Turn on the power to the blowers (B-1 and B-2) at Control Panel 1 located inside UMI Building 1.
- V. Start the blowers by pressing the reset button at the local control box in the Air Stripping Treatment Area (blowers will automatically shut off after a predefined time period if pumps are not started).
- VI. At Control Panel 1 located inside UMI Building 1, turn on power to treatment system pumps in the following order:
  - A. Effluent Discharge Pump P-4
  - B. Treated Effluent Pump P-3
  - C. Transfer Pump P-2
  - D. Feed Pump P-1
  - E. Extraction Well Pump P-6 (a.k.a. the submersible pump located in EW-2)
  - F. Sump Pump P-5
- VII. Go to the Air Stripping Treatment Area and check that P-1, P-2, P-3, P-4, and P-6 are operating.
- VIII. At Control Panel 2 located inside UMI Building 1, verify that the variable speed drive controls are within 10% of desired settings.
- IX. Go to the Air Stripping Treatment Area and check that water levels in the column sumps are within the viewing window.
- X. Compare influent and effluent flow readings (see Flow Indicators FI-11 and FI-55, respectively) and observe water levels in Tanks 1 and 2. Adjust valves on the discharge piping connected to Feed Pump P-1 and Effluent Discharge Pump P-4 to balance flows.
- XI. Record system operating parameters in the Operations Log.

**Flow Balancing.** Pumps that transfer water from the air stripping tower sumps are controlled by level controls and variable speed drives, providing continuous level and flow control. However, the pumps that transfer water from Tanks 1 and 2 (P-1 and P-4) do not have variable speed drives and were designed to operate at a constant flow rate of 150 gpm. Since starting and stopping the pumps creates mechanical system wear, valves located on the downstream side of P-1 and P-4 can be partially closed to provide continuous treatment system operation. The system is considered balanced if influent and effluent flows are equal and the water levels in Tanks 1 and 2 stay between the high and low levels of control equipment (i.e., if permissive conditions for associated pumps are maintained). The water level in Tanks 1 and 2 will be monitored daily and adjustments to the discharge valves made, as necessary.

**Shutdown Procedure.** The treatment system may require shutdown as part of daily operation, for maintenance, or if an analytical result is reported above an Alert Level. The following steps should be followed to shut down operation of the air stripping towers:

Normal Equipment Shutdown Procedure

- I. Record system operating parameters in the Operations Log.
- II. At the appropriate control panel located inside UMI Building 1, turn off power to treatment system pumps in the following order:
  - A. Extraction Well Pump P-6 (a.k.a. the submersible pump located in EW-2)
  - B. Feed Pump P-1
  - C. Transfer Pump P-2
  - D. Treated Effluent Pump P-3
- III. Turn off the power to the blowers (B-1 and B-2) at the appropriate control panel located inside UMI Building 1.
- IV. Turn off power to the interlock controls and variable speed drives at the appropriate control panel located inside UMI Building 1
- V. Turn off power to the Effluent Discharge Pump P-4 at the appropriate control panel located inside UMI Building 1.
- VI. Go to the Air Stripping Treatment Area and check that all pumps and blowers are not operating.
- VII. Record the shutdown time in the Activity Log.

**Alarms.** If an alarm condition occurs (regardless of whether or not it results in the shut down of the system), it will be recorded in the Activity Log. Documentation of alarm conditions should include:

- Alarm condition
- Date and time alarm condition occurred (estimated times and/or bracketed time frames may be used in the absence of actual data)
- Description of events that occurred prior (and after, as relevant) to the alarm condition
- Actions taken to rectify the alarm condition

**2.2.4 Treatment System Maintenance**

Various routine and non-scheduled maintenance activities will be conducted to keep the treatment system in working order. All maintenance activities will be recorded in the Activity Log on the day the activity occurs. Documentation should include:

- Date and time maintenance occurred (estimated times and/or bracketed time frames may be used in the absence of actual data)
- Name of individual(s) and company responsible for maintenance
- Description of maintenance activity (including procedures used and specific equipment serviced)

**2.2.4.1 Preventive Maintenance**

Preventive maintenance is performed on the treatment system to prevent premature equipment wear and to keep the system in proper working order. Preventative maintenance includes lubrication, replacement of filters and replacement of air fan belts. Maintenance should be performed only when the system is not operating. A schedule for routine preventative maintenance is summarized in Table 2-2.

**2.2.4.2 Non-Scheduled Maintenance**

Maintenance items other than preventative maintenance (e.g., interlock control failure, pipe leaks, etc.) should be performed by a qualified repair specialist when the system is not operating.

**2.2.4.3 Packing Material Maintenance**

The air strippers will be visually inspected biennially to determine if there is noticeable scaling or biological growth inside the towers. Indications of scaling include:

- An increase in the pressure drop across the towers. The pressure drop across the towers is indicated by the photohelic sensors. A reading of greater than 6.0 inches of water may be an indication of scaling.
- An increase in the static air pressure. The static air pressure is indicated by the magnahelic sensors. A reading of greater than 6.5 inches of water may be an indication of scaling.

Another indication of scaling is a decrease in air stripping tower performance. The performance is determined by the VOC concentrations in the influent and effluent from the air strippers. A change in the effluent concentration that is not proportional to a change in influent concentration may be an indication of scaling.

To visually inspect the towers, all packing inspection covers will be removed and the packing, the water distributor, and the mist eliminator will be visually examined. If the packing, water distributor or the mist eliminator is encrusted with chemical deposits, they should be replaced as soon as possible. If there is evidence of biological growth, the tower should be disinfected.

Scaling can occur within the tower interior which is not observable during routine inspections. If scaling becomes severe, the packing material may become cemented within the tower. To prevent interior scaling, the packing material will be changed out every fifteen years, regardless of visual observations or system performance, with the next event due 2021.

**2.2.4.4 Treatment System Disinfection**

As noted in Table 2-2, the treatment system requires inspection for algae and microbial growth in the air stripping towers and treatment system tanks on a biannual basis. If an inordinate amount of algae and/or microbial growth is observed in the air stripping towers and/or treatment system tanks, disinfection is required. The following procedure will be followed to disinfect the treatment system. This procedure provides adequate dosing and contact time for the disinfectant and is consistent with chemical compatibility requirements.

***Treatment System Disinfection Procedure***

- 1) Fill Tank 1 and empty Tank 2.
- 2) Add one gallon of Clorox® bleach (sodium hypochlorite or common household bleach) to Tank 1 and wait 20 minutes.
- 3) Transfer the water from Tank 1 to Tank 2 and wait 20 minutes.
- 4) Run the treatment system in recycle mode for 20 minutes and then return to normal operation.

The calculated dose is 8 mg/L of sodium hypochlorite, based on a 5.25% of sodium hypochlorite solution.

**2.2.5 Monitoring Wells**

The locations of the existing monitoring wells are shown on Figure 2-5. Well construction details are summarized in Table 2-3. During the groundwater remediation period and for compliance monitoring, groundwater samples from specified UMI monitoring wells will be obtained and analyzed according to the schedule shown in Table 2-4.

**2.3 MONITORING AND REPORTING ACTIVITIES**

The operation of the groundwater remediation system is permitted by the Poor Quality Groundwater Withdrawal Permit PQGWP No. 59-518472, issued by the Arizona Department of Water Resources for the influent (untreated groundwater), and the Aquifer Protection Permit APP No. P-100311 issued by ADEQ on October 16, 1998. The latter permit superseded ADEQ Groundwater Quality Protection Permit GQPP No. G-0004-12. The Aquifer Protection Permit requires periodic monitoring to ensure the proper operation of the remediation system.

Groundwater monitoring and reporting will be conducted in accordance with the Post-Closure Plan unless modified by the AHWMA Post-Closure Permit.

**2.3.1 Groundwater Monitoring**

The locations of the wells monitored are presented in Figure 2-5. Conn-Selmer, Inc. is required to notify the Arizona Department of Environmental Quality whenever a groundwater monitoring well needs to be redeveloped, relocated, abandoned, or an additional monitor well need to be developed.

**Monitoring Wells.** As agreed to in the Consent Order No. D-47-93 issued by ADEQ (see Appendix 2 of the RCRA Part B Post-Closure Permit Application), the groundwater quality will be sampled in accordance with the schedule, and analytes, listed in the Compliance Monitoring Schedule shown in Table 2.4. Additionally, water levels will be measured in accordance with the Compliance Monitoring Schedule as well. Two monitoring wells are no longer sampled (DMW-4, DMW-1) due to recommendations made in the Draft Groundwater Plume Delineation Plan submitted to ADEQ on February 18, 2003 and accepted in comments from ADEQ on May 6, 2003.

*Domestic Water Supply Wells.* UMI will monitor one domestic water supply well, DWW-2, of the two existing. The second, DWW-1 is no longer sampled due to recommendations made in the Draft Groundwater Plume Delineation Plan submitted to ADEQ on February 18, 2003 and accepted in comments from ADEQ on May 6, 2003.

### **2.3.2 Reporting**

CSI will submit to ADEQ a Comprehensive Groundwater Monitoring Report and an Abbreviated Groundwater Monitoring Report, summarizing groundwater monitoring data, and an Annual GRS Report summarizing the performance of the GRS for the year. Copies of other miscellaneous reports, logs, and data (i.e., inspection reports, drilling logs, laboratory data) will be made available to the Director upon request.”

## **2.4 SAMPLING AND ANALYSIS PROCEDURES**

The sampling and analysis program will follow the procedures outlined in the ADEQ-approved Letter Sampling Plan submitted by Conn-Selmer October 7, 2008, and revised May 8, 2009. All laboratories used for sampling during the post-closure period have a certification from the Arizona Department of Health Services for the analyses being performed.

## **2.5 SECURITY PROCEDURES AND SAFETY EQUIPMENT**

To prevent the potential exposure of unauthorized personnel to untreated groundwater or physical hazards, the groundwater treatment system is surrounded by a fence with a locked gate and access to extraction wells is restricted via padlocks. Unauthorized personnel and those who have not been properly instructed in the operation and maintenance of the equipment associated with the groundwater treatment system are not permitted access to the treatment area. Signs are visible from 25 feet, written in English and Spanish stating, “DANGER-UNAUTHORIZED PERSONNEL KEEP OUT”, are located prominently on the fence and adjacent to extraction wells. Groundwater monitor wellheads are padlocked to prevent access by unauthorized personnel. There are four sets of keys to the facility. One is held by Conn-Selmer’s Environmental Manager, one by the site management contractor, one by the daily inspection contractor, with the other held by the property owner on site for emergency purposes.

## **2.6 INSPECTION SCHEDULE**

As part of post-closure care obligations, UMI is required to have an inspection schedule in place as stated in Arizona Administrative Code (A.A.C.) R18-8-270 A [40 CFR 270.14 (b)(5)]. Inspectors will document each inspection in the operating record and sign their names and date of the inspection. The Post-Closure Inspection Schedule is presented below in Table 2-5. The following sections describe the inspection of the different components of the facility.

### 2.6.1 Closed Hazardous Waste Management Units

The surface impoundment, land treatment areas, and pH adjustment tank, collectively known as the closed hazardous waste management units (CHWMU), were closed in compliance with the environmental regulations in effect at the time and were certified closed and accepted by ADEQ without a RCRA cover and security fence. As described in the *Closure and Post-Closure Plans* (Woodward-Clyde Consultants, 1986), the source of contamination was removed at closure. The units became subject to post-closure monitoring due to residual contamination remaining in the underlying soil and groundwater media beneath and surrounding the closed units; in particular, the closed surface impoundment. Therefore the usual post-closure maintenance requirements on cap integrity, soil erosion, subsidence, run-on/run-off control diversionary, security, and control of ingress and egress of wildlife and unauthorized personnel into the closed units will not be

conducted. However, the groundwater treatment system is surrounded by a perimeter security fence with a locked gate and access to extraction wells is restricted via padlocks. Signs are visible from 25 feet, written in English and Spanish stating, "DANGER-UNAUTHORIZED PERSONNEL KEEP OUT", are located prominently on the fence and adjacent to extraction wells.

### 2.6.2 Groundwater Remediation System

The groundwater treatment remediation system and associated appurtenance will be inspected daily. The system will be inspected to check for overfills and signs of corrosion or release of waste. The construction materials around the tank system will be inspected weekly to detect erosion or releases. Information will be logged into an operations log sheet that will be kept on-site in the office. A copy of the Operations Log Sheet is provided in Figure 2-3.

### 2.6.3 Monitoring Wells

UMI will conduct post-closure inspection and maintenance of the groundwater monitoring and extraction wells during scheduled groundwater sampling events throughout the post-closure period. The inspection will consist of a visual observation of the general well exterior conditions such as well pad, casing, well cap, and locking devices. Components of monitoring wells and extraction wells to be inspected are listed in the Post-Closure Inspection Report Forms (Figures 2-6a and 2-6b).

### 2.6.4 Extraction Well

Consolidated into 2.6.3.

**2.65 Storage Pond**

This section has been removed.

**2.7 Contingency Plan**

This section can be found in Permit Attachment E

2.7 Contingency Plan

This section can be found in Permit Attachment E

## **SECTION TWO**

## **Description of Remedial Activity**

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### 2.7 Contingency Plan

This section can be found in Permit Attachment E

**2.8 POST-CLOSURE COST AND FINANCIAL ASSURANCE**

UMI received a letter from ADEQ dated June 4, 1997, which stated that UMI is no longer required to provide for liability coverage in their financial assurance documentation. UMI's response to the aforementioned letter included post-closure cost estimates and financial assurance documentation. The correspondences mentioned above are provided in Attachment B. The only item that was added to the cost estimate submitted with UMI's response to ADEQ's June 4 letter was well development. It was estimated at that time that well redevelopment will be required once every five years at a cost of \$10,800. In 2006, this was requested, with a cost of \$5,000 presented to the company. For annual cost estimating purposes, the cost of well development is spread over five years.

The total estimated cost for monitoring and maintenance during a post-closure period of 30 years is found in Permit Attachment G, table 2-6. The contingency line item in Table 2-6 reflects expenses over and above the estimates for the items presented.

The post-closure cost estimate will be reviewed on an annual basis and, if necessary (based on inflation), adjusted within 60 days prior to the anniversary date of the establishment of the financial instrument(s) used to comply with 40 CFR 265.145, per the requirements of 40 CFR 264.144(b) and (c). A copy of the most current post-closure cost estimate, or adjusted cost estimate, will be kept on-site in the office associated with the groundwater remediation system, as required by 40 CFR 264.144(d).

**2.9 CERTIFICATION OF POST-CLOSURE**

On February 1, 1988, UMI received a letter from ADEQ (PS 785) that acknowledged the complete closure of the facility under the RCRA and the Arizona Hazardous Waste Management Act (AHWMA). Closure was granted based on the review and approval of investigation and closure plans, submittal of the associated reports and closure documentation (§264.115), and filing of the notice to deed (§264.119). A copy of the aforementioned documentation is provided in Appendix 4 of the RCRA Part B Post-Closure Permit Application.

When post-closure is complete, a comprehensive report will be written which will include, but not limited to, sample locations, sample results, and descriptions of all post-closure activities. A registered engineer will visit the site and confirm the a review of closure records that the facility has been closed in accordance with the specifications in the approved Post-Closure Plan. UMI will submit a letter of Certification of Post-Closure to ADEQ signed both by UMI and by the registered professional engineer.

**2.10 NOTICE TO DEED IN PROPERTY**

In accordance with state law, UMI filed a notation on the deed to the facility on August 25, 1987, and additional information regarding the notice to the deed on January 28, 1988, that will in perpetuity notify any potential purchaser of the property that:

- Contaminated groundwater has been detected beneath the property.

- The survey plat and record showing the location of contaminated groundwater have been filed with the local zoning authority with the jurisdiction over local land use and with ADEQ.

Upon completion of post-closure care activities, UMI will submit a petition to ADEQ to remove the notation to the deed or instrument on the property. A copy of the Notice to Deed is included as Attachment C.

## 2.11 POST-CLOSURE CONTACT

The office that can be contacted about the facility during post-closure care is:

Corporate Health, Safety & Environmental Manager  
Conn - Selmer, Inc.  
600 Industrial Parkway  
Elkhart, IN 46516  
Telephone 574-523-0693  
Fax 574-295-5405

## 2.12 POST-CLOSURE PLAN AMENDMENTS

According to 40 CFR 264.118(d), UMI must submit a written notification or request for a permit modification to authorize a change in the approved post-closure plan. The post-closure plan must be amended whenever there is a change in operating plans, facility design, or the expected year of final closure. Any amendments to the Post-Closure Plan made during the post-closure care period will be submitted to ADEQ, and copies of any amendments will be kept at the address given in Section 2.9.

### 2.13 RCRA UNIT CLOSURE ACTIVITIES

Conn-Selmer will notify the ADEQ in writing of any intent to close the facility at least 45 days before Conn-Selmer begins implementation of closure activities. Within 90 days of ceasing treatment of groundwater, Conn-Selmer will remove the groundwater remediation system, including the concrete containment area and waste residuals, and all hazardous wastes from the site in accordance with the approved closure plan. Additionally, all wells owned by Conn-Selmer will be abandoned in accordance with Arizona law. As required by 40 CFR 264.113 (b), the closure will be completed within 180 days of ceasing treatment of groundwater, and/or receipt of Agency approval, or unless an extended closure period is requested by CSI and approved by the Agency, whichever is later.

ADEQ may approve a longer period if Conn-Selmer demonstrates that:

- a. The activities necessary to remove wastes or close the facility will, of necessity, take longer than 90 or 180 days, respectively, to complete;
- b. The facility has the capacity to receive additional wastes;
- c. There is likelihood that a person other than Conn-Selmer will recommence operation at the site within one year;
- d. Closure of the facility is incompatible with future use of the site. In this case, Conn-Selmer will take all steps necessary to prevent threats to human health and the environment.
- e. Conn-Selmer will complete closure activities in accordance with the approved closure plan and within 180 days after ceasing treatment of groundwater. Conn-Selmer may petition the agency for an extension to the closure period to ensure that the facility has achieved clean closure levels that are protective of human health and the environment.

#### 2.13.1 Aboveground Tank and Associated Piping

The two aboveground stripping towers (500 cubic feet each), one aboveground equalization tank (6,500-gallon nominal capacity), and one aboveground effluent holding tank (6,500-gallon nominal capacity) are situated within a concrete secondary containment area. At facility closure or partial closure (closure of the tank unit) the following will generally be necessary to remove hazardous waste residues:

- a. Removal of wastewater;
- b. Removal of the stripping towers, equalization tank, and associated pumps and piping;
- c. Removal of air blowers, effluent holding tank, and associated pumps and piping;
- d. Demolition and removal of the concrete secondary containment area.

These procedures are briefly described below.

##### 2.13.1.1 Removal of Wastewater

To safely remove the wastewater the following activities will be conducted:

- a. Wastewater from the stripping towers, equalization tank, and associated pumps and piping will be removed using a tanker truck pump or similar equipment and transported to a permitted hazardous waste TSDF for reclamation and/or disposal.

- b. Following removal of free-liquid wastes to the extent practicable, the equalization tank will be entered, and the lower sections of the stripping towers accessed, to remove residual waste and sludge from the bottoms of the units. Depending on the quantity and consistency of residual waste it may be removed using shovels, squeegees etc., and transferred to drums, or may be removed with a pump during tank decontamination (described below).

### 2.13.1.2 Tank Decontamination Procedures

Once residual wastes are removed, the towers, equalization tank, and associated pumps and piping will be decontaminated. The towers, equalization tank, and associated pumps and piping will be disassembled and reduced in size as needed to accomplish the following decontamination procedures and to facilitate removal and transportation for disposal at an appropriately permitted TSDF. Decontamination procedures will be generally consistent with the following:

- a. The tower and equalization tank interiors will be washed with a detergent-water solution and high-pressure spray. The interiors may also be scraped and/or squeegeed to remove residual waste material. Pressure washing will continue until the interiors are visually clean, and then triple rinsed. The quantity of wash water will be kept to a minimum to reduce the amount required for treatment/disposal. It is anticipated that approximately 500 gallons of wash/rinse water will be generated during decontamination activities (estimate includes piping and ancillary equipment).
- b. Decontamination water and residual wastes that accumulate at the bottom of the units will be removed using a remote pump, buckets, or similar, and transferred to either a vacuum truck, tanker truck or into containers.
- c. Piping and appurtenant equipment may be flushed prior to or during residual waste removal for the towers and equalization tank. Piping and appurtenant equipment will be decontaminated with a detergent-water solution and high-pressure spray.
- d. The decontamination wash water and residual waste, as well as the towers, equalization tank, and piping, will be analyzed for constituents representative of the toxicity characteristic waste codes of the materials released at the site, using an appropriately certified laboratory, and transported for treatment/ disposal at an appropriately permitted TSDF.

### 2.13.1.3 Decontamination of the Tank Containment Area

Following decontamination and removal of the towers, equalization tank, and associated pumps and piping, the remaining equipment (air blowers, effluent holding tank, and associated pumps and piping) will be disassembled and removed off site through either sale or appropriate disposal. The remediation system containment area will be inspected and decontaminated in accordance with the following general procedures.

- a. The remediation system containment area will be inspected for the presence of cracks, fissures, missing seals, etc. If found, visible cracks or gaps in the containment shall be sealed prior to commencement of cleaning to prevent migration of rinsate outside of the containment area. In addition, if unsealed cracks are fully penetrating, the underlying soil will be sampled during closure as described below.

- b. The containment dike will be swept to remove loose debris, and then washed with a detergent- water solution and high-pressure spray and then triple rinsed. The quantity of wash water will be kept to a minimum to reduce the amount required for treatment/disposal. Decontamination of the concrete will be repeated as necessary, until the clean levels have been met. It is anticipated that no more than 250 gallons of wash/rinse water will be generated during decontamination of the tank area.
- c. A sample of the final rinsate will be collected and analyzed for constituents representative of the toxicity characteristic waste codes of the materials released at the site, using an appropriately certified laboratory. Rinsate sampling results will be compared to appropriate risk levels, such as USEPA Maximum Contaminant Levels (MCLs) for drinking water. The results may also be compared relative to background concentrations (i.e., a blank tap water sample of the water used for decontamination). The results of the rinsate analysis will be used to verify effective decontamination of the containment area. Decontamination of the concrete will be repeated as necessary, until clean levels have been met.
- d. The decontamination wash water will be transported for treatment/disposal at an appropriately permitted TSDF.
- e. Soil samples will be collected if necessary based on the inspection of the containment structure. If collected, soil samples will be analyzed in accordance with applicable requirements, and as described below in the sampling plan.
- f. The decontaminated concrete containment structure will be demolished and transported offsite for disposal at an appropriately permitted TSDF.

### 2.13.2 Decontamination of Cleanup Equipment

Equipment used in the decontamination process will be cleaned along with and within the secondary containment structure. Therefore, the anticipated amount of wash water to decontaminate equipment was included in the estimated quantity generated for each unit. Small consumable equipment (e.g. mops, rags, disposable PPE, etc.) will be containerized, managed as a hazardous waste and disposed of at a permitted TSDF.

Conn-Selmer does not anticipate that heavy equipment, such as cranes and backhoes, will come into contact with hazardous wastes. For example, a crane will be used to remove the equalization tank or stripping towers only after decontamination. Therefore, decontamination of equipment should not be necessary during closure. However, if necessary, heavy equipment will be cleaned by scraping, brushing and/or using a pressure washer with a non-phosphate detergent/water solution with tap water rinse. The wash/rinse water will be containerized and analyzed for constituents representative of the toxicity characteristic waste codes of the materials released at the site, using an appropriately certified laboratory, and transported for treatment/ disposal at an appropriately permitted TSDF.

### 2.13.3 Soil Sampling During Closure

Following decontamination, demolition, and removal of the containment area, a minimum of 8 soil samples shall be taken in soils below the former locations of the sump, stripping towers, and equalization tank.

## **SECTION TWO**

## **Description of Remedial Activity**

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In general soil samples will be collected from immediately beneath cracks or gaps noted during the inspection of the containment area, which are determined to have the potential for wastes to migrate to underlying soils. The samples will be collected from native soils below the cracked or otherwise suspect areas.

It is anticipated that soil samples will be analyzed for constituents representative of the toxicity characteristic waste codes of the materials released at the site. Soil samples analyzed for VOCs will be preserved in accordance with Arizona guidelines in the field immediately after collection. Background samples will be collected for comparison.

Soil sample results will be compared to applicable closure criteria including the Arizona Soil Remediation Levels. The identification, characterization, and remediation of any contamination that may exist beneath the containment areas shall be described in a work plan prepared following receipt of analytical results from any required soil sampling. The work plan will be submitted to the ADEQ for review and approval.

Woodward-Clyde Consultants, August, 1986, Closure and Post-Closure Plans, Artley Flute Facility, C.G. Conn, LTD.

Woodward-Clyde Consultants, March, 1987, RCRA Closure of Hazardous Waste Facilities at C.G. Conn (Artley Flute) Plant, Nogales, Arizona - Evaluation of Groundwater Remediation Alternatives.

Woodward-Clyde International-Americas, October 9, 1997, Revised Interim Startup Plan, United Musical Instruments USA, Inc., Groundwater Treatment System, Nogales, Arizona.

Zenitech Corporation. 1992. Sampling and Analysis Plan for United Musical Instruments Nogales, Arizona.

Zenitech Corporation. 1993. Sampling and Analysis Plan for United Musical Instruments Nogales, Arizona. Revised June 3.

# TABLES

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**Table 2-1  
TREATMENT SYSTEM DESIGN SUMMARY  
UMI, NOGALES ARIZONA**

Constituent	Maximum Influent Concentration <sup>1</sup> [µg/L]	Maximum Effluent Concentration <sup>2</sup> [µg/L]	Design Treatment Efficiency	ADEQ AWQS [µg/L]	EPA MCL [µg/L]
1,1-Dichloroethane	8,300	0.4	>99.99%	NS	NS
1,2-Dichloroethane	44	0.0	>99.93%	5	5
1,1-Dichloroethylene	10,400	0.2	>99.99%	7	7
Trans-1,2-Dichloroethylene	933	0.0	>99.99%	100	100
Chloroethane	39	0.0	>99.87%	NS	NS
Chloroform	256	0.0	99.99%	100	100
Methylene Chloride	197	0.0	99.99%	5	5
Toluene	0.7	0.0	>93.00%	1000	1000
1,1,1-Trichloroethane	9,800	0.5	99.99%	200	200
1,1,2-Trichloroethane	43	0.1	99.72%	5	5
Trichloroethylene	410	0.0	>99.99%	5	5

Notes:

NS = No Standard

µg/L = Micrograms per liter

<sup>1</sup> Based on data available in January 1987.

<sup>2</sup> After treatment with both air stripping towers, operated in series; derived from Air Stripping Model Calculations (see Appendix 1).

**Table 2-1**  
**TREATMENT SYSTEM DESIGN SUMMARY**  
**UMI, NOGALES ARIZONA**

<i>Process Parameters</i>	
Groundwater Extraction	Up to two 4 to 6-inch diameter extraction wells; Maximum Flow Rate = 150 gpm (combined)
Extraction Pipelines	3-inch diameter single-walled, Schedule 40 PVC pipe
Equalization Tank	6,000-gallon plastic tank
Feed Pump	Flow rate = 150 gpm (centrifugal, single speed)
Air Stripping Towers	Two identical packed tower aerators (UV-treated, fiberglass-reinforced plastic material) operated in series; Operating Temperature = 70°Fahrenheit Operating Pressure = 1 atm Maximum Water Flow Rate = 150 gpm Air Flow Rate = 3,100 scfm Air to Water Ratio = 155:1 Water Loading Rate = 22 gpm per square foot Tower Diameter = 3.34 feet Tower Height = 26 feet Packing Depth = 16.25 feet Packing Material = 2-inch polypropylene Jaeger Tri-Pack Maximum Pressure Drop for Air Flow = 6 inches of water Tower Sump Depth = 4 feet
Transfer Pump	Maximum Flow Rate = 150 gpm (centrifugal, variable speed)
Treated Effluent Storage Tank	6,000-gallon plastic tank
Treated Effluent Pump	Maximum Flow Rate = 150 gpm (centrifugal, variable speed)
Effluent Discharge Pump	Flow Rate = 150 gpm (single speed)
Secondary Containment	Curbed concrete slab equipped with an alarmed water collection sump
Sump Pump	Flow Rate = 20 gpm
Effluent Pipelines	6-inch diameter single-walled Schedule 40 PVC pipe approximately 6,000 feet in length

**Notes:**

- atm = Atmospheres
- gpm = Gallons per minute
- PVC = Polyvinyl chloride
- scfm = Standard cubic feet per minute

**Table 2-2**  
**Post-Closure Inspection & Maintenance Schedule**

ITEM	FREQUENCY	METHOD OF INSPECTION	CORRECTIVE ACTION (as needed)
<b>Groundwater Remediation System:</b>			
Security fence and signage in good condition, locked;	Weekly	Visual	Repair or replace
Air strippers, equalization and holding tanks, piping (overflow, corrosion, leaks); and	Weekly	Visual	Repair or replace
Concrete pad and secondary containment walls (cracks, deterioration of epoxy coating)	Weekly	Visual	Repair or replace
Inspection of air blower intake screen	Weekly	Visual	Remove obstruction
Inspect air fan belt wear	Weekly	Visual	Replace
Lubrication of pumps and air fan bearings (general service of motors)	Annually	Routine maintenance	Disassemble and service motors
Inspection of pumps for vibration	Monthly	Observe pump shaft - hand on pump	Repair or replace
Interlock/alarm functionality	Quarterly	Actuate circuit	Repair or replace
Inspect the integrity of stripper-tower and packing material (e.g., scale and biological growth buildup)**	Biennially	Halt operation. Visually inspect.	Replace or disinfect (see Exhibit C-6)
Evaluate operation of sump pump in secondary containment	Quarterly	Fill sump with water	Repair or replace
Monitoring Wells (concrete pad, locks, well casing, hinges)	During each sampling event	Visual	Repair or replace
Extraction Well(s) (concrete pad, seals, electrical wires, strainer)	During each sampling event	Visual	Repair or replace

GRS includes the two air strippers and peripherals (piping, pumps, controls, fencing, warning signs, and secondary containment)

\*\*If monitoring data indicates decreased performance results at any time, then replacement of the packing material will be evaluated

Table 2-3  
**WELL CONSTRUCTION DETAILS**  
**POST-CLOSURE PLAN**  
**UMI NOGALES, ARIZONA**

Monitor Well	ADWR Registration Number	Total Well Depth	Depth To Water	Well Screen Depth	Top-Of-Casing Elevation	Casing Size(s)	Perforations	Drilling Method
UMW-1	55-510646	150	135.81	130-150	3684.79	2-inch diameter Schedule 40 PVC	0.02-inch slot at 0.25 spacing from 130 to 150 feet	Dual-wall reverse air circulation
UMW-2	55-542011	190	165.17	155-190	3713.25	4-inch diameter Schedule 40 PVC	0.02-inch slot at 0.25 spacing from 155 to 190 feet	Dual-wall reverse air circulation
UMW-3	55-543707	160	144.67	130-160	3691.53	4-inch diameter Schedule 40 PVC	0.02-inch slot at 0.25 spacing from 130 to 160 feet	Dual-wall reverse air circulation
UMW-3D	55-543708	320	145.76	300-320	3691.63	4-inch diameter Low Carbon Steel	0.02-inch slot at 0.25 spacing from 300 to 320 feet	Dual-wall reverse air circulation
DMW-1	55-510636	140	130.56	120-140	3679.25	2-inch diameter Schedule 40 PVC	0.02-inch slot at 0.25 spacing from 120 to 140 feet	Dual-wall reverse air circulation
DMW-2	55-510644	140	127.32	120-140	3676.33	2-inch diameter Schedule 40 PVC	0.02-inch slot at 0.25 spacing from 120 to 140 feet	Dual-wall reverse air circulation
DMW-3	55-510645	136	118.11	116-136	3667.37	2-inch diameter Schedule 40 PVC	0.02-inch slot at 0.25 spacing from 116 to 136 feet	Dual-wall reverse air circulation
DMW-4	55-515105	128.5	95.89	108.5-128.5	3645.91	4-inch diameter Schedule 80 PVC	0.02-inch slot at 0.25 spacing from 108.5 to 128.5 feet	Dual-wall reverse air circulation
DMW-5	55-515433	140	111.11	110-140	3660.88	4-inch-diameter Schedule 5 stainless steel	0.02-inch slot wire wrap screen from 110 to 140 feet	Dual-wall reverse air circulation

Table 2-3  
**WELL CONSTRUCTION DETAILS**  
**POST-CLOSURE PLAN**  
**UMI NOGALES, ARIZONA**

Monitor Well	ADWR Registration Number	Total Well Depth	Depth To Water	Well Screen Depth	Top-Of-Casing Elevation	Casing Size(s)	Perforations	Drilling Method
DMW-5D	55-517178	180	111.64	160-180	3661.47	4-inch diameter Schedule 80 PVC	0.02-inch slot at 0.25 spacing from 160 to 180 feet	Dual-wall reverse air circulation
DMW-6	55-517179	130	110.89	110-130	3660.80	4-inch diameter Schedule 80 PVC	0.02-inch slot at 0.25 spacing from 110 to 130 feet	Dual-wall reverse air circulation
DMW-7	55-516091	152.6	123.14	122.6-152.6	3672.57	4-inch-diameter Schedule 5 stainless steel	0.02-inch slot wire wrap screen from 114 to 144 feet	Dual-wall reverse air circulation
DMW-8	55-515103	118	105.86	98-118	3655.70	4-inch diameter Schedule 80 PVC	0.02-inch slot at 0.25 spacing from 98 to 118 feet	Dual-wall reverse air circulation
DMW-9	55-542012	170	137.33	135-170	3686.59	4-inch diameter Schedule 40 PVC	0.02-inch slot at 0.25 spacing from 135 to 170 feet	Dual-wall reverse air circulation
DMW-10	55-547382	200	140.52	180-200	3689.69	4-inch diameter Schedule 40 PVC	0.02-inch slot at 0.25 spacing from 180 to 200 feet	Dual-wall reverse air circulation

**Table 2-4 Compliance Monitoring Schedule**

See the schedules contained in Permit Attachment D (Groundwater Monitoring)

**Table 2-5 POST-CLOSURE INSPECTION SCHEDULE**

This scheduled has been consolidated into Table 2-2

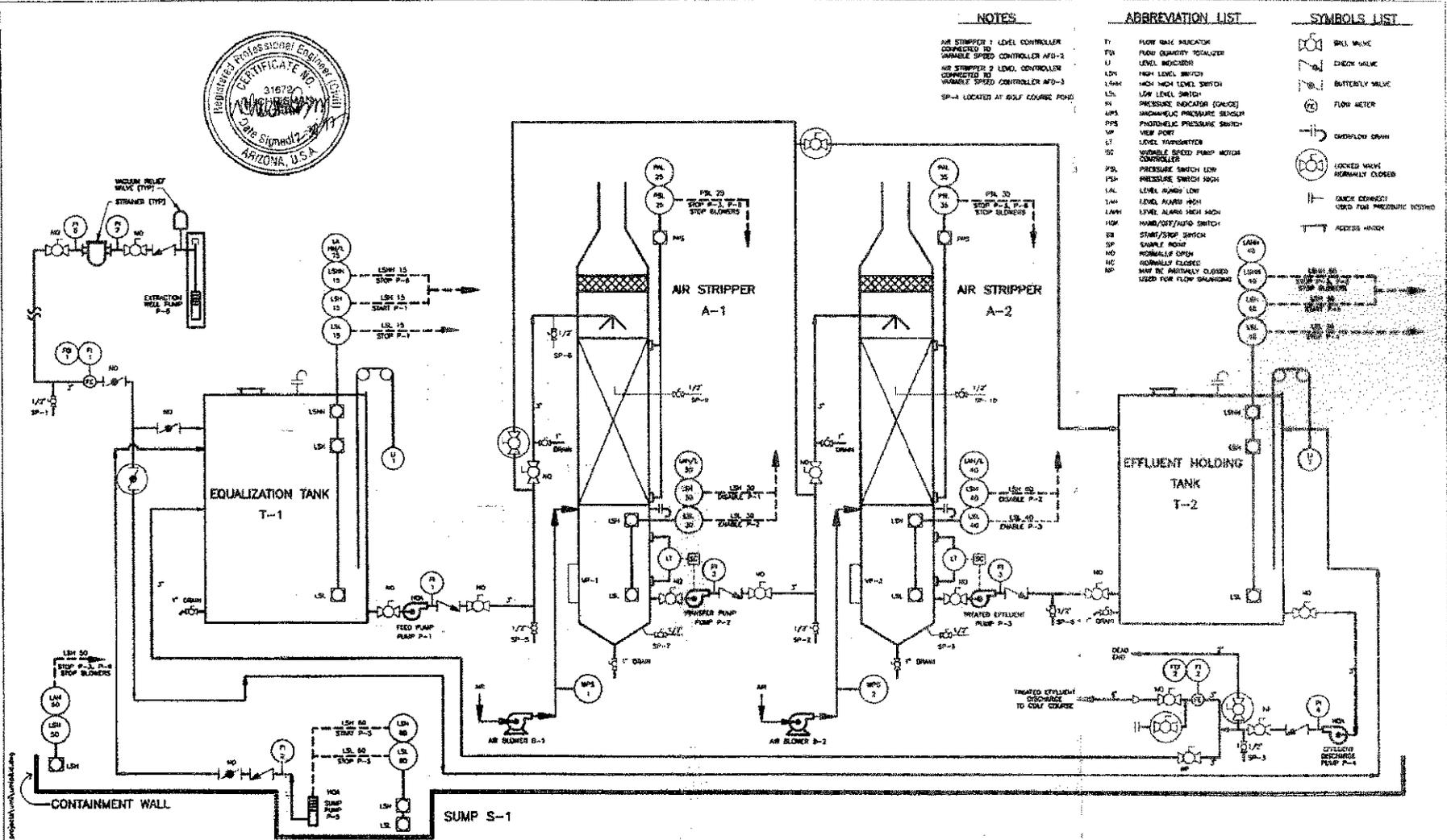
Table 2-6  
Estimated Annual Monitoring and Maintenance  
Costs For Post-Closure Period  
Conn-Selmer Inc., Nogales

The most recent cost estimate can be found in Permit Attachment G, Table 2-6.

# FIGURES

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**NOTES**

AIR STRIPPER 1 LEVEL CONTROLLER  
 CONNECTED TO  
 VARIABLE SPEED CONTROLLER AFD-1  
 AIR STRIPPER 2 LEVEL CONTROLLER  
 CONNECTED TO  
 VARIABLE SPEED CONTROLLER AFD-3  
 SP-4 LOCATED AT GOLF COURSE POND

**ABBREVIATION LIST**

- TI FLOW RATE INDICATOR
- FA FLOW QUANTITY TOTALIZER
- U LEVEL INDICATOR
- L2H HIGH LEVEL SWITCH
- L2H+ HIGH HIGH LEVEL SWITCH
- L2L LOW LEVEL SWITCH
- PS PRESSURE INDICATOR (Gauge)
- APS ANOMALOUS PRESSURE SWITCH
- PPS PHOTOELECTRIC PRESSURE SWITCH
- VP VIEW POINT
- L2 LEVEL TRANSDUCER
- SC VARIABLE SPEED PUMP MOTOR CONTROLLER
- PSL PRESSURE SWITCH LOW
- PSH PRESSURE SWITCH HIGH
- LAL LEVEL RANGE LOW
- LALH LEVEL RANGE HIGH
- L2H+ LEVEL ALARM HIGH HIGH
- L2H- LEVEL ALARM HIGH LOW
- SS START/STOP SWITCH
- SO SHUTTER SOLENOID
- NO NORMALLY OPEN
- NC NORMALLY CLOSED
- NO NC NORMALLY CLOSED MAY BE ACTUALLY CLOSED USED FOR FLOW DIRECTION

**SYMBOLS LIST**

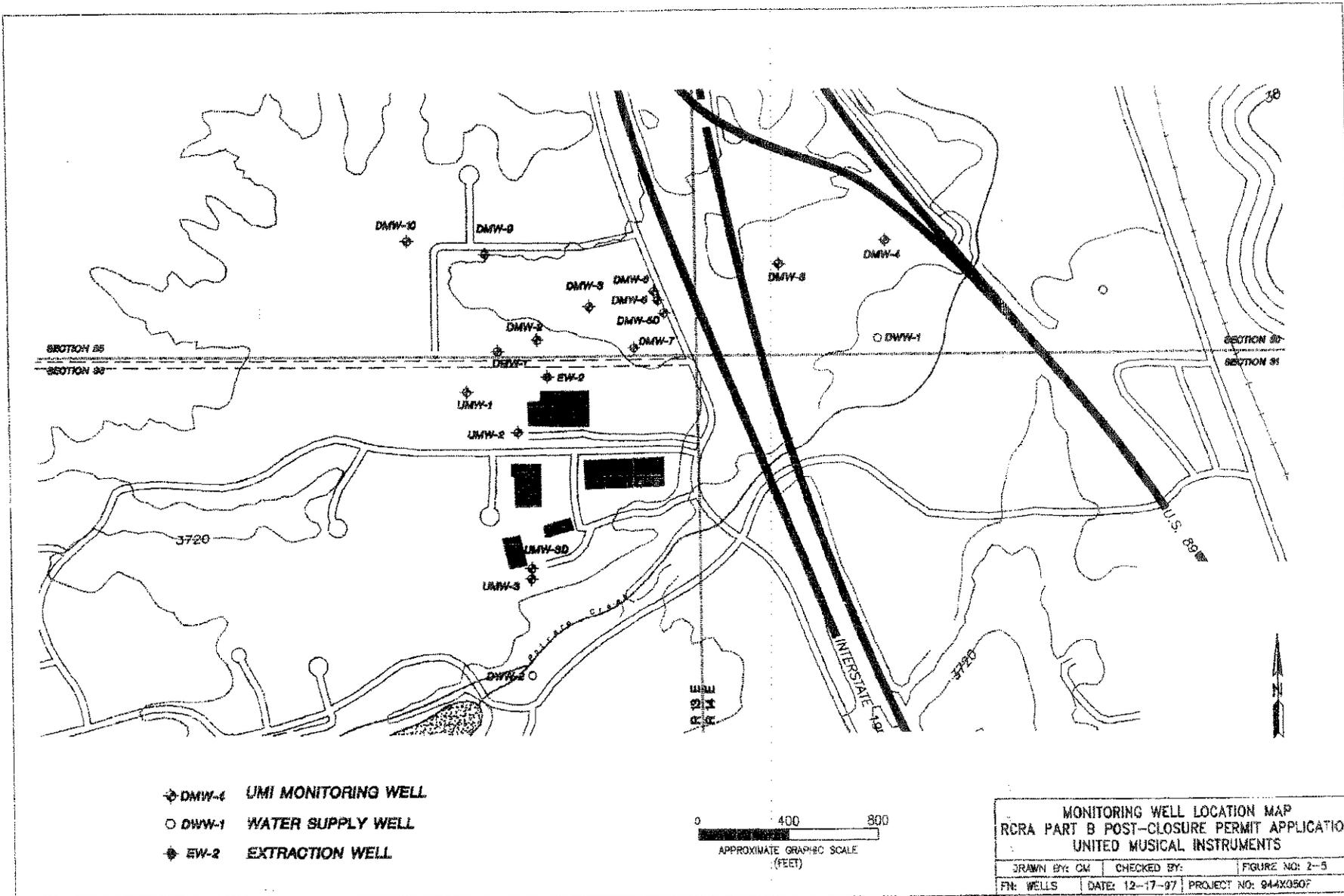
- BALL VALVE
- CHECK VALVE
- BUTTERFLY VALVE
- FLOW METER
- OVERFLOW DRAIN
- LOCKED VALVE NORMALLY CLOSED
- QUICK CONNECT USED FOR PNEUMATIC SYSTEM
- ACCESS HATCH

<p><b>WARNING</b></p> <p>IF THIS BAR DOES NOT REGISTER THEN DRAWING IS NOT TO SCALE</p>		<p>DESIGNED BY: ZEN</p> <p>DESIGNED BY: MCL</p> <p>DATE: 12-15-87</p>	<p><b>Woodward-Clyde</b></p> <p>Co.-serving Engineers, Scientists and Environmental Scientists</p> <p>OAKLAND, CALIFORNIA</p>	<p><b>UNITED MUSICAL INSTRUMENTS</b></p> <p>NOGALES, ARIZONA</p>	<p><b>AMMONIA RECIRCULATION SYSTEM</b></p> <p>P &amp; I D</p>	<p>944-0607</p> <p>2-1</p> <p>SHEET 1 OF 1</p>
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Figure 2-3 Operation Log and Inspection Report Form

WEEKLY									
			Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Pressure Indicators	P&ID#	Normal Range	Date:	Date:	Date:	Date:	Date:	Date:	Date:
P1	PI-1	5-35 psi							
P2	PI-2	5-20 psi							
P3	PI-3	4-8 psi							
P4	PI-4	20-40 psi							
Air Stripper #1 / Air Stripper #2 Readings									
Photohelic	PPS-35	4.0 - 8.0	/	/	/	/	/	/	/
Magnahelic	MPS-25	3.5 - 8.5	/	/	/	/	/	/	/
VFD		60% - 85%	/	/	/	/	/	/	/
High Level LED	LSH-40	Off	/	/	/	/	/	/	/
Low Level LED	LSL-40	On	/	/	/	/	/	/	/
Water Level		Visible	/	/	/	/	/	/	/
Flow Rates (gpm)									
Influent	FL-11	40 - 75							
Effluent	FL-12	50 - 225							
Water Level									
Tank #1	LI-45	1.2 - 9.0							
Tank #2	LI-45	1.2 - 9.0							
Misc.									
Site Security (fence, signs, locks, etc.)									
Inspect air blower intake screen									
Listen for unusual noises, such as squeals									
Air Stripper integrity									
Inspect tanks/plumbing for overfills/leaks									
Inspect pumps for leaks									
Secondary Containment Structure integrity									
MONTHLY									
Inspect pumps for vibration									
Fire extinguisher inspection									
QUARTERLY									
Visually inspect air fan belt for wear									
Sump pump operation									
Interlock/alarm functionality									
BIANNUALLY									
Inspect Air Strippers for need of disinfection									
ANNUALLY									
Lubricate pumps and air fan bearings									
BIENNIALLY									
Visually inspect packing material									
DURING EACH SAMPLING EVENT									
Monitoring Wells (see separate form)									
Extraction Wells (see separate form)									
Signature (initial)									





WOODWARD-CLYDE

**Figure 2-6a Post-Closure Inspection Report Form for Monitoring Wells**

Well #: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

*Instructions: Circle "Y" or "N" as applicable. Comment where appropriate.*

Evidence of cracking or vandalism of concrete pad surrounding well head? Y N If yes please explain:

---

---

Is the security cap locked? Y N If no, please explain:

---

---

Evidence of cracking or other abnormalities with the well casing? Y N If yes please explain:

---

---

Evidence of corrosion or deterioration of hinges on security cap? Y N If yes, please explain:

---

---

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Figure 2-6b Post-Closure Inspection Report Form for Extraction Wells**

**Well #:** \_\_\_\_\_

**Inspector Name:** \_\_\_\_\_

**Inspection Date:** \_\_\_\_\_

*Instructions: Circle "Y" or "N" as applicable. Comment where appropriate.*

Well cover locked? Y N If no, please explain:

---

---

Evidence of cracking in seals? Y N If yes please explain:

---

---

Integrity of concrete pad okay? Y N If no, please explain:

---

---

Proper connection of electrical wires? Y N If no, please explain:

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Figure 2-6c Inspection Report Form for Storage Pond**

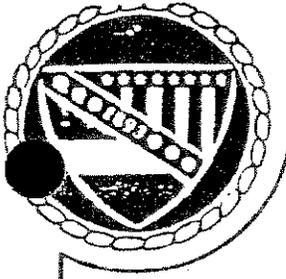
**FORM REMOVED WITH SECTION 2.65**

# ATTACHMENTS

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# CITY of NOGALES

JOSEPH R. McKINNEY  
CITY ATTORNEY

August 17, 1988

Hugh A. Holub, Esq.  
3390 N. Campbell  
Suite 132  
Tucson, Arizona 85719

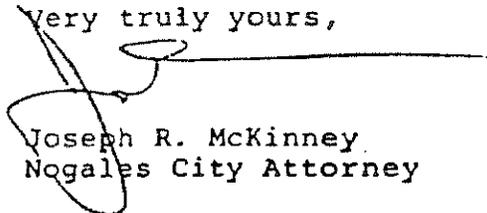
RE: City of Nogales/ C.G. Conn Golf Course Agreement

Dear Mr. Holub:

Pursuant to our recent telephone conversation wherein I informed you that the City was in agreement with the changes to the agreement referred to above, and pursuant to the instructions in your letter dated August 2, 1988, I am enclosing the signed agreement.

Please do not hesitate to call me if you have any questions.

Very truly yours,

  
Joseph R. McKinney  
Nogales City Attorney

JRM:cl

Enclosures

AGREEMENT

THIS AGREEMENT is made and entered into on this 17 day of August, 1988, by and between United Musical Instrument USA, Inc., hereinafter "UMI", and the City of Nogales, hereinafter "Nogales", an Arizona municipal corporation.

WHEREAS, UMI is the owner and operator of a musical instrument manufacturing facility located within the City of Nogales, Arizona; and,

WHEREAS, UMI is required by various state and federal laws to remove certain groundwater from an aquifer that had previously been impacted by UMI's manufacturing activities, and treat said groundwater to remove volatile organic compounds associated with the UMI manufacturing activities to levels at or below applicable state and federal water quality standards; and,

WHEREAS, Nogales is the owner of a golf course known as the Meadow Hills Country Club Golf Course, more particularly described on the map attached hereto and made a part hereof as Exhibit "A" hereinafter referred to as the "Golf Course"; and

WHEREAS, Nogales desires the right to use the treated groundwater produced by UMI to irrigate the Golf Course; and,

WHEREAS, UMI desires to grant Nogales the right to use the treated groundwater on the Golf Course;

NOW, THEREFORE IT IS AGREED by the parties as follows:

1. UMI shall install, at its sole cost and expense, the necessary groundwater withdrawal, treatment, and conveyance facilities to extract, treat, and convey the groundwater removed, to the Golf

Course at two holding ponds shown on Exhibit "A" and denominated as the "Delivery Point" or "outfall". The ground water extracting, treatment and conveyance facilities (hereinafter referred to as the "System") shall be as more particularly described in the "Notice of Disposal" filed by UMI with the Arizona Department of Health Services, [Arizona Department of Environmental Quality] and which is attached hereto and made a part hereof as Exhibit "B".

2. UMI agrees to deliver to the Golf Course Delivery Point a maximum of 150 gallons per minute of treated groundwater through the System.

3. UMI shall bear the sole cost and responsibility of operating, maintaining and repairing the System to the point of the outfall of the System into the two Golf Course holding ponds at the Delivery Point so long as UMI is in the process of treating the groundwater.

4. UMI warrants and guarantees to Nogales that the treated groundwater delivered to the Delivery Point on the Golf Course shall be treated to remove volatile organic compounds associated with the UMI manufacturing activities to levels at or below applicable state and federal water quality standards for use of said treated groundwater to irrigate a golf course, as set forth in Exhibit "B".

5. It shall be the sole cost and responsibility of Nogales to store, distribute and use said treated groundwater upon delivery of said groundwater by UMI to the Delivery Point on the Golf Course. Nogales shall not use the treated groundwater for any purposes other than for irrigation of the Golf Course and any other uses permitted by the Arizona Department of Health Services and/or the Arizona

Department of Environmental Quality. It shall be the sole responsibility of Nogales to obtain any such permits for use of the treated groundwater for uses other than the irrigation of the golf course. UMI does not warrant nor in any way imply or guarantee that such treated water would be suitable for human consumption.

6. It shall be the sole cost and responsibility of UMI to obtain any easements and/or rights of way for construction, installation and operation of the System through property not owned by Nogales. Nogales, by this Agreement, grants to UMI a right and license to install, maintain and operate the System on Nogales property to the Delivery Point, including an easement for the pipeline, said easement as more particularly shown on Exhibit "C".

7. UMI shall hold the City of Nogales, its officers, agents, employees, and elected officials free and harmless from any and all claims and liabilities of any nature whatsoever arising from or relating to in any way the following:

- (a) the withdrawal of the groundwater by UMI;
- (b) the treatment of the groundwater by UMI;
- (c) the installation, operation, maintenance and repair of the System by UMI;
- (d) the quality of the groundwater at the Delivery Point.

It is expressly understood and agreed that upon delivery of said treated groundwater to the Delivery Point, UMI transfers control, dominion and responsibility for the treated groundwater to Nogales. Nogales, therefore, shall hold UMI, its officers, agents, employees,

Shareholders and directors free and harmless from any and all claims or liabilities of any nature whatsoever arising from or relating to in any way the following:

(e) the use, possession and control of the groundwater upon the Golf Course and at any point beyond the Delivery Point of the System into the two holding ponds by Nogales;

(f) the quality of the groundwater beyond the Delivery Point of the System into the two holding ponds on the Golf Course.

8. For purposes of this Agreement, UMI shall be designated as the Operator of the System, and Nogales the landowner of the Golf Course, which for purposes of state and federal laws and regulations the Golf Course is denominated as the "disposal facility". All permits and applications necessary and required by state or federal agencies to implement the treatment of the groundwater and the use of said groundwater on the Golf Course shall reflect this status.

9. UMI shall be the applicant to the Arizona Department of Water Resources (hereinafter "ADWR") for a "Poor Quality Groundwater Withdrawal Permit" pursuant to A.R.S, 45-516. However, in the event ADWR requires Nogales to be the applicant for said permit as the "user" of said groundwater, Nogales agrees to be said applicant. All costs associated with said application shall be borne by UMI.

10. This Agreement shall be for a term of thirty-five (35) years, the term of the "Poor Quality Groundwater Withdrawal Permit" issued by ADWR, or until the groundwater being withdrawn and treated by UMI is

of such quality that treatment by UMI is no longer required by state or federal agencies, whichever shall first occur.

11. Upon the date at which UMI is no longer required to treat the groundwater to state or federal standards for reuse on the Golf Course, Nogales may, at its sole option, agree to continue receiving groundwater from the System, provided however,

(a) Nogales agrees to take title to the System (except for the groundwater treatment plant) in its own name, including the easements and/or rights-of-way and all facilities necessary to withdraw, pump and transport the groundwater to the Golf Course;

(b) Nogales agrees to operate, maintain and repair said System (excluding the groundwater treatment plant) at its sole cost and expense;

(c) That any and all hold harmless or other covenants entered into by UMI in favor of Nogales relating to the System (excluding the groundwater treatment plant) and the groundwater shall be deemed of no further force and effect, except as to any prior occurrences or acts before the date UMI is no longer required to treat the groundwater.

Within six (6) months of the date at which this Agreement would terminate as provided for in Paragraph 10 hereinabove, UMI shall notify Nogales in writing of the termination date. Nogales shall have six (6) months from said notice to elect to take over ownership, possession, control, operation and liability for the System (excluding the groundwater treatment plant).

There shall be no charge or cost to Nogales from UMI in the

event Nogales elects to so take over ownership, possession, control, operation and liability for the System (excluding the groundwater treatment plant). The conveyance of ownership of the System (excluding the groundwater treatment plant) and its easements and rights-of-way shall be by such documents as the parties may then agree to at the time, including, but not limited to deeds, bills of sale, and other evidences of ownership and right satisfactory in the opinion of the City Attorney of Nogales. The System (excluding the groundwater treatment plant) shall be conveyed free and clear of any liens or other encumbrances.

(d) UMI will retain the groundwater treatment plant ownership and keep said treatment plant on-site for a period of five (5) years after this Agreement terminates pursuant to Paragraph 10.

The purpose for which the groundwater treatment plant will be retained on-site is in the event that further treatment to remove volatile organic compounds associated with the UMI manufacturing activities is required. The cost of such treatment will be borne by UMI.

(e) As further consideration for this Agreement, UMI agrees to provide to Nogales an easement for a wellsite of approximately 20 feet by 20 feet along the northeastern boundary of the UMI property and a 10 foot wide easement (if necessary) across UMI property between said wellsite and the existing pipeline to the Golf Course, at a specific location to be subsequently determined by mutual agreement of the parties.

Nogales shall exercise its right to obtain such wellsite easement

within ten (10) years of the date of commencement of this Agreement. Nogales shall exercise its right to obtain such wellsite easement by written notice to UMI designating its proposed location.

Such wellsite easement shall be granted by UMI to Nogales at no additional cost to Nogales by UMI.

(f) UMI shall provide Nogales with copies of reports made by it to the Arizona Department of Environmental Quality (DEQ) related to the performance of the groundwater treatment plant, and UMI shall further provide to Nogales copies of any reports or notices received by UMI from DEQ related to the operation or performance of the groundwater treatment plant.

In the event Nogales shall not elect to take over ownership, possession, control, operation and liability for the System by the termination date of this Agreement, this Agreement shall then terminate on the termination date and be of no further force and effect, and neither party shall have any right or liability one to another arising in any way from this agreement, except as to any prior occurrences or acts before the date of termination of this Agreement.

12. For purposes of this Agreement the following consideration is recognized and agreed to by the parties:

(a) the consideration to UMI for this Agreement shall be the right granted to UMI to dispose of the treated groundwater to and upon property owned by Nogales, namely the aforementioned and described Golf Course, which right constitutes a valuable right and cost savings to UMI;

(b) the consideration to Nogales for this Agreement shall be the right granted to Nogales by UMI to receive the treated groundwater at the Delivery Point, at no cost or liability to Nogales for the extraction, treatment, and conveyance of said groundwater to its Golf Course, which right constitutes a valuable right and cost savings to Nogales.

13. The duty and obligation by UMI to deliver treated groundwater to the Golf Course shall be subject to, and limited by, the following: Acts of God and other events beyond the control of UMI, including but not limited to breakdowns of the System; the acts or decisions of any governmental agency or authority whether local, state or federal.

This paragraph shall be specifically limited to delivery of quantities of water, and not to quality of water. UMI agrees and warrants to Nogales that the System shall be constructed, installed, operated and maintained so as to prevent any untreated groundwater from reaching the Golf Course Delivery Point. Nogales shall have no obligation pursuant to this Agreement to accept delivery of any groundwater from UMI which has not been treated to remove volatile organic compounds associated with the UMI manufacturing activities to levels at or below applicable state and federal water quality standards for use of said water to irrigate the Golf Course.

It is expressly understood and agreed that if for any reason UMI is unable for any length of time to deliver treated groundwater to the Golf Course, such inability to deliver treated groundwater shall not constitute a breach of this Agreement; and, further, that UMI shall be under no duty or obligation to provide an alternative

supply of water to the Golf Course. In the event UMI's withdrawal, treatment, pumping or conveyance system shall cease to operate due to any physical defect or breakdown, UMI shall promptly attempt to repair or restore said System to operational status using its best efforts and at UMI's sole cost and expense. UMI shall attempt to make the System operational within five (5) working days of any breakdown.

14. This Agreement shall be binding on the successors, trustees, and assigns of the parties. Either party shall have the right of assignment in whole or in part to any individual, group or entity. Responsibility for operation and maintenance of the system will be assumed by the assignee.

15. This Agreement shall be subject to all applicable local, state and federal laws, rules and regulation.

16. In the event any local, state or federal consent or approval is required before his Agreement can be implemented, this Agreement shall be subject to such approval or consent.

17. This Agreement shall commence on the date all required local, state and/or federal permits, consents or approvals have been obtained and the System has been installed by UMI and becomes operational, presently anticipated to be on or about January 1, 1989. Upon completion of the System and all permits, approvals and consents having been obtained, Nogales agrees to then commence accepting delivery of the treated groundwater to the Golf Course.

18. For purposes of this Agreement, any notices required shall be given by the one party to the other by first class mail, certified or registered return receipt requested, postage prepaid, to the

following:

Page 10

UMI

United Musical Instruments  
3972 Fairway Drive  
Nogales, Arizona 85621

NOGALES

City Engineer  
City of Nogales  
1018 Grand Avenue  
Nogales, Arizona 85621

or to such other parties and addresses as may be subsequently designated by this noticing process.

19. This Agreement shall not be amended or modified except by writing mutually agreed to and executed by the parties.

20. This Agreement represents the entire Agreement between the parties and there are no other Agreements orally or in writing between the parties except as hereinbefore set forth, and there are no warranties implied or expressed except as set forth herein.

21. UMI has provided to Nogales and Nogales acknowledges receipt of a copy of the 1987 financial statement of Skane Gripen, the owner of UMI, as satisfaction of the City Attorney's requirement for UMI to evidence it's ability to perform this Agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement on the day and date first above written.

UMI

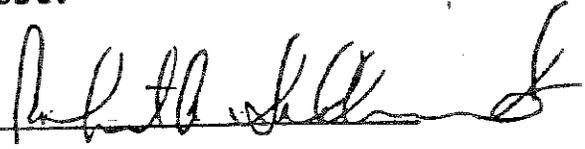
United Musical Instruments U.S.A.

By *Thomas Buzzelli*  
Its *President*

NOGALES  
City of Nogales, an Arizona  
Municipal corporation

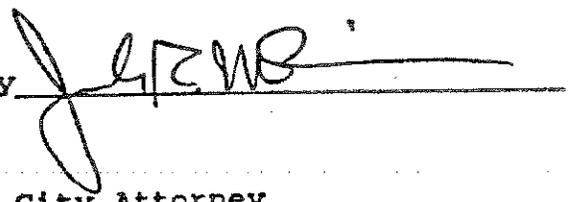
BY   
MAYOR

Attest:

By 

City Clerk

Approved as to form:

By 

City Attorney



\*\*\*\*\*  
Musical Instruments U.S.A., Inc. • 1000 Industrial Parkway • Elkhart, IN 46516 • (219) 295-0079 • FAX (219) 295-8613  
\*\*\*\*\*

September 16, 1996

Mr. Mike Hein  
City of Nogales  
777 N. Grand Avenue  
Nogales, AZ 85621

Dear Mike:

I would first like to personally thank you for all your efforts in making the amendment to the 1998 agreement a reality. I believe that this document addresses all the issues that were concerns of the citizens of Nogales, the City of Nogales and those of UMI. We at UMI feel that we are a part of the Nogales community and we will continue to work hard for our employees and our community.

Enclosed are two signed amendments to the agreement. Once the Mayor has signed for the City of Nogales, please have one of the originals returned to me for our records.

Once again, thank you for your efforts.

Sincerely,

Rob Palmer

*Superior Craftsmanship, Tradition and Technology*

*Armstrong • Artley • Bengel • Conn • Hermann Beyer • King • Musica • Scherl & Roth*

RESOLUTION NO. 96-09-75

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF NOGALES ("CITY") AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH UNITED MUSICAL INSTRUMENTS USA, INC. ("UMI") AMENDING THE AGREEMENT DATED AUGUST 17, 1988, BETWEEN UMI AND THE CITY; AND DECLARING AN EMERGENCY

WHEREAS, UMI is the owner and operator of a musical instrument manufacturing facility located within the City of Nogales, Arizona. City is the owner of a golf course known as the "Meadow Hills Country Club Golf Course" (the "Golf Course"). UMI and the City are parties to an Agreement dated August 17, 1988 (the "Agreement"), which provides for the delivery by UMI of treated groundwater to be used by the City to irrigate the Golf Course. UMI entered into a Consent Order No. D-47-93 on August 19, 1993, and amendments (the "Consent Order") with the Arizona Department of Environmental Quality concerning certain procedures with respect to remediating trichloroethylene, otherwise referred to as "TCE", in the groundwater; and

WHEREAS, UMI has installed, at its sole cost and expense, groundwater withdrawal, treatment conveyance, and storage facilities and UMI has obtained a gas chromatography test system, to extract, treat, field test, store and convey the treated water to the Pond (as defined in the Agreement) (the "System") in accordance with the Consent Order; and

WHEREAS, the Pond, as defined in Section 1.1 of this Amendment, is not part of the System; UMI will have certain responsibilities relating to the Pond, as provided in the Amendment; and

WHEREAS, the System has been designed to treat contamination in the groundwater to a concentration which has been established by Arizona state regulatory standards for drinking water quality; and

WHEREAS, UMI has obtained consent for construction, installation and operation of the System through, under, on, or above property not owned by City; and

WHEREAS, UMI is not charging the City for the treated water based on the City's representation that the City will not receive any income or payments from the lessee of the Golf Course specifically for that treated water; and

WHEREAS, UMI and the City desire to amend the Agreement to address various concerns expressed at previous public hearings,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Nogales as follows:

1. That Louie Valdez, Mayor, is hereby authorized to execute on behalf of the City of Nogales the Amendment to Agreement between the City of Nogales, Arizona, and United Musical Instruments USA, Inc., an Indiana corporation.

2. That the above named Amendment to Agreement will be in substantially the proposed form attached with such additions, deletions, and modifications as approved by the city attorney. Execution by the Mayor on behalf of the City of Nogales shall constitute conclusive evidence of the approval and execution on behalf of the City of Nogales and of the approval by the Board of Aldermen of any departures from the forms attached. The Mayor is further authorized to execute any additional documents necessary to implement the agreements as approved herein.

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute said agreement and that city staff be directed to do all acts necessary and consistent with the purposes and intents as therein stated.

WHEREAS, the preservation of the public peace, health, and safety of the City of Nogales require that this resolution shall become immediately operative,

AN EMERGENCY IS HEREBY DECLARED TO EXIST, and this resolution is hereby exempted from the referendum provisions of the Charter of the City of Nogales and shall take effect and be in full force from and after its passage and approval.

Passed and adopted this 18th day of September 1996.

Approved this 18th day of September 1996.

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
O'Connor, Cavanagh, Anderson  
Killingsworth & Beshears

Louie Valdez  
Mayor  
ATTEST:  
[Signature]  
City Clerk

BY [Signature]

## AMENDMENT TO AGREEMENT

This Amendment (the "Amendment") is entered into as of September 18, 1996 between United Musical Instruments USA, Inc., an Indiana corporation ("UMI") and the City of Nogales, Arizona, an Arizona municipal corporation (the "City"), and amends the Agreement dated August 17, 1988 between UMI and the City.

### RECITALS

A. UMI is the owner and operator of a musical instrument manufacturing facility located within the City of Nogales, Arizona. City is the owner of a golf course known as the "Meadow Hills Country Club Golf Course" (the "Golf Course"). UMI and the City are parties to an Agreement dated August 17, 1988 (the "Agreement"), which provides for the delivery by UMI of treated groundwater to be used by the City to irrigate the Golf Course. UMI entered into a Consent Order No. D-47-93 on August 19, 1993, and amendments (the "Consent Order") with the Arizona Department of Environmental Quality ("ADEQ") concerning certain procedures with respect to remediating trichloroethylene ("TCE") in the groundwater.

B. UMI has installed, at its sole cost and expense, groundwater withdrawal, treatment conveyance, and storage facilities and UMI has obtained a gas chromatography test system, to extract, treat, field test, store and convey the treated water to the Delivery Point (as defined in the Agreement) (the "System") in accordance with the Consent Order. The Pond, as defined in Section 1.1 of this Amendment, is not part of the System, but UMI will have certain responsibilities relating to the Pond, as provided in this Amendment. The System has been designed to treat contamination in the groundwater to a concentration which has been established by Arizona state regulatory standards for drinking water quality. UMI has obtained easements and/or rights of way for construction, installation and operation of the System through, under, on, or above property not owned by City.

C. The City encountered public concerns regarding the use of treated groundwater at the Golf Course. No treated water has been used until now to irrigate the Golf Course. UMI and the City desire to amend the Agreement to address the concerns expressed at various public hearings. UMI is not charging the City for the treated water based on the City's representation that the City will not receive any income or payments from the lessee of the Golf Course specifically for that treated water. Defined Terms used in this Amendment apply to and supplement the provisions or definitions contained in the Agreement, unless otherwise specifically provided in this Amendment.

The City and UMI agree as follows:

### AGREEMENT

#### ARTICLE I

#### Obligations of UMI

1.1 UMI, at its sole cost and expense, shall provide for the design and installation of an impermeable liner for the northernmost of two existing irrigation ponds owned by the City

(the "Pond") for the temporary retention of treated water prior to delivery of the treated water solely for use by the City for irrigation of the Golf Course. UMI shall routinely inspect the Pond to assure that the impermeable liner is in good condition and shall repair and replace as needed. UMI shall bear the cost for acquisition, placement and maintenance of a chainlink fence, at least six feet (6') in height, that shall surround the Pond in its entirety. UMI shall also place "No Trespassing" signs, in English and Spanish, on each side of that chainlink fence.

1.2 UMI shall be solely responsible for all costs associated with the System, including but not limited to the operation, maintenance, and repair of the System, and with the maintenance and repair of the lining, fencing and "No Trespassing" signs as provided in Section 1.1 so long as UMI operates or is obligated to operate the System.

1.3 UMI agrees to be the only applicant and permit holder for all permits required for the System, and UMI shall be solely responsible for all costs associated with obtaining such permits, provided however that the City shall cooperate with UMI in obtaining such permits and shall not charge UMI for such cooperation.

1.4 UMI agrees to operate the System in compliance with all requirements set forth by the ADEQ in all applicable orders, amendments, laws, regulations, ordinances, governmental directives applicable to the System so long as the approved end use of the treated groundwater continues to include irrigation at the Golf Course; provided, however, that UMI may also use alternative operational uses for the groundwater approved by the ADEQ.

1.5 UMI will acquire at its expense testing equipment selected by UMI and during the first six months of this Amendment will use that equipment to test the treated water for TCE at the point where the treated water enters the pipeline to the Pond (the "Field Tests"), daily (except weekends and public holidays), and will make available to the City the results of those daily tests. After the first six months of this Amendment, if the treated water has not exceeded the Alert Level (as defined in Section 1.6) during that period, UMI will perform periodic Field Tests not less frequently than weekly, and make available to the City the results of those Field Tests.

In addition, UMI will perform sampling and outside laboratory analysis of the treated water in the Pond (the "Laboratory Tests") at least once every seven (7) days during the first eight (8) weeks of delivery. If the results of the Field Tests and the results of the Laboratory Tests are both under the Alert Level during that eight (8) week period, then Laboratory Tests shall thereafter be performed at least monthly during the next two (2) months. If the results of the Field Tests and the results of the Laboratory Tests are both under the Alert Level during that two (2) month period, then Laboratory Tests shall thereafter be performed at least once during each three month period thereafter so long as treated water being supplied by UMI to the Delivery Point and in the Pond does not exceed the Alert Level. UMI shall be responsible for the costs of such Laboratory Tests and shall be entitled to utilize reasonable procedures available to reduce expense, consistent with producing reliable and timely sampling and analysis. For Laboratory Tests during the first three (3) weeks of delivery, UMI shall cause the results of the Laboratory Tests to be provided to the City within 72 hours of such tests. For Laboratory Tests after the first three (3) weeks of delivery, UMI shall cause the results of the Laboratory Tests to be provided to the City within a reasonable time, it being understood that UMI shall not be

required to incur additional costs for expediting sampling or analysis. If at any time the results of Laboratory Tests exceed the Alert Level, the testing regime described above shall begin anew when treated water is again provided to the Pond, with Laboratory Tests every week for eight weeks, then monthly and quarterly as provided above if the results of the Field Tests and the Laboratory Tests do not exceed the Alert Level.

1.6 UMI shall shut down the System or the pipeline used for delivery of treated water in the event and as soon as UMI is in receipt of any results of sampling events indicating that the treated water exceeds the Alert Level. The Alert Level is defined as concentration of TCE or subsequent degradation products in concentrations exceeding 3.2 parts per billion, or such lower concentration of TCE as may be applicable by law, regulation, order, or judgment.

1.7 In the event that tests conducted, upon the treated water delivered to the Pond exceeds the Alert Level or the tests required by ADEQ shows other contaminants, wastes, substances, toxins, pollutants or elements thereof, above those allowable for drinking water by any applicable regulatory authority, as well as any applicable law, regulation, order or judgment, and it is determined by ADEQ that UMI is responsible, then UMI shall take reasonable and prompt steps to treat the water so as to reduce the TCE or other contaminants for which UMI has been determined to be responsible in the water to concentrations below the Alert Level. In such event, UMI shall have in place the necessary equipment to either re-treat the contaminated water through the system, or have aeration or other treatment devices which are approved by ADEQ installed at the retention ponds. Such further treatment and installation of equipment shall be at the sole cost and expense of UMI. In this event, UMI shall obtain all necessary permits to conduct the required activity. UMI shall not be determined to be responsible for TCE or other contaminants the presence of which results from the act or omission, including criminal act of any person or entity other than UMI.

1.8 In the event the System shall cease to operate due to any physical defect or breakdown, or if there is damage to the lining of the Pond or the fence around the Pond, or to the "No Trespassing" signs, UMI shall promptly and reasonably attempt to repair or restore the System or damaged item to operational status using its best efforts at UMI's sole cost and expense and in compliance with any and all applicable laws, regulations, orders and judgments.

1.9 UMI shall discharge treated water to the Pond. After proper analysis and testing by the City is accomplished of treated water in the Pond, and it is established that the treated water has been treated to acceptable levels as required by ADEQ, then the City may transfer the water to and utilize such water for irrigation purposes of the Golf Course.

1.10 UMI shall conduct pressure tests on the water lines used by the System to supply treated water to the Pond every six (6) months subsequent to the first pressure test which shall be conducted by UMI within fifteen (15) days prior to startup of the System.

1.11 UMI agrees that the City may during regular business hours review and copy UMI's maintenance plan for the System and UMI's maintenance logs, activity reports, and other associated documentation, all agreements, orders, and amendments to them, executed between UMI, the state or any other governmental authority that in any manner concerns or is related to the System, the Pond, lining of, fencing or signage around the Pond, and/or the contaminated

groundwater and any orders, letters, notices, demands, or inquiries from any governmental authority, citizens' group, individual, or entity concerning the System, the Pond, lining of, fencing or signage around the Pond, and/or the contaminated groundwater.

1.12 UMI agrees to allow City reasonable access to the System to obtain random samples of treated water from the System.

1.13 UMI agrees that the existing System in place when treated water is first delivered to the Pond will remain operable so long as UMI is required to continue to operate the System by the ADEQ or the Environmental Protection Agency.

1.14 UMI agrees and warrants to City that the System shall be constructed, installed, operated and maintained so as to provide treated water with concentration levels of TCE below the Alert Level.

1.15 Upon the termination of the Agreement, as modified by this Amendment, UMI shall, upon written request of the City made within thirty (30) days after termination of the Agreement, remove the liner, fencing and signs referred to in Section 1.1 and return the Pond to substantially the condition it was in immediately after the City prepared the Pond for lining under Section 2.1.

## ARTICLE II City's Obligation and Rights

2.1 The City shall prepare the Pond for lining to the specifications of the liner installation contractor as set forth on attached Addendum A, using the City's workforce without charge to UMI. The City will use reasonable efforts to complete the preparation of the Pond for lining within 45 days after the effective date of this Agreement.

2.2 City shall use its best efforts to provide UMI with licenses, and permits, within its authority, to construct, operate and manage the System and to allow UMI to line and fence the Pond in a manner consistent with all applicable laws, regulations, orders, or other applicable directive. UMI shall not be in breach of this Agreement based on any matter resulting from the City not providing UMI with any necessary licenses or permits within the City's authority. The City shall cooperate with UMI in obtaining all licenses and permits from all state and local agencies necessary to carry out this Agreement, without charge to UMI for such cooperation. City irrevocably (but subject to the conditions of the Agreement and this Amendment) grants to UMI all necessary rights to install, maintain, and operate the System where it is currently located on City's property as shown on the attached drawing.

2.3 City agrees only to accept for irrigation purposes treated water that does not contain concentrations of any contaminants, wastes, substances, toxins, pollutants or elements, above those allowable by any applicable regulatory authority as well as any applicable law, regulation, order or judgment. Further, City shall accept treated water from the Pond for irrigation purposes only so long as the concentrations in the treated water do not exceed the Alert Level. City agrees to accept only the amount of treated water which can be reasonably

held by the Pond until such stored water is determined to meet the standards set forth in the Amendment.

2.4 City shall have the right, but not the obligation, to undertake sampling and analysis of the treated water in the Pond at any reasonable time. In the event the sampling event results in a finding of concentrations exceeding the Alert Level, City shall immediately report such finding to UMI. City shall not utilize that treated water for irrigation purposes until the concentrations are below the Alert Level, as established by the testing and analysis procedures set forth in Section 1.5.

2.5 City agrees that it shall be solely responsible for the costs associated with the irrigation process of the Golf Course. These costs shall include but not be limited to transferring water from the Pond to the Golf Course irrigation system and operation and maintenance of the golf course irrigation system and all costs and expense associated with employees or maintenance personnel necessarily utilized to operate the golf course irrigation system.

2.6 City shall not, and shall not authorize any person or entity other than UMI to, place or deliver water or any other material to the Pond during the term of the Agreement.

2.7 City has provided UMI with a copy of the lease of the Golf Course between the City, as lessor and Medici Properties, Inc., as lessee, as currently in effect, and will promptly provide UMI with all future amendments, agreements and understandings relating to that lease or to the use of the treated water.

2.8 City agrees to accept delivery of treated water, upon the terms and conditions as provided in this Amendment.

### ARTICLE III General Provisions

3.1 City shall have no obligation pursuant to this Amendment or the Agreement to accept delivery of any treated water from UMI which has not been treated to levels identified in this Amendment or that otherwise is not in full compliance with applicable law, regulations, or other applicable directives.

3.2 The parties agree that the Agreement as modified by this Amendment, shall be binding on, and inure to the benefit of, their successors, trustees, and assigns. The benefits and responsibilities of this Agreement will be fully assumed by the assignee, however, such assignment does not release the assignor from its obligations under the Agreement.

3.3 The parties agree that they will use their best efforts to obtain any required local, state or federal consent or approval that may be required for implementation of the Agreement or this Amendment, and if necessary, the Agreement and this Amendment will be subject to obtaining such approval or consent.

3.4 By entering into the Agreement or this Amendment with UMI, City in no way represents that it has the ability to control, manage, operate, maintain, direct operation of, or

in any way associate with the day-to-day, week-to-week or other routine operation and management of the System. UMI is solely responsible for the construction, location, operation, maintenance, and management of all aspects of the System, and for routine maintenance of the Pond and fencing around the Pond.

**ARTICLE IV**  
**Governing Law**

4.1 The Agreement shall be subject to all applicable local, state and federal laws, rules, regulations, orders, ordinances and statutes, provided however, that City may not by rule, regulation, order, ordinance, or other governmental action change any term or provision of the Agreement without the written consent of UMI. The terms of the Agreement shall be construed under Arizona law. In the event any provision in the Agreement is deemed unenforceable, only by mutual agreement of the parties will the remaining terms of the Agreement have any force and effect.

**ARTICLE V**  
**Term of the Agreement**

5.1 The Amendment shall become effective on the latest to occur of (i) the due execution and delivery of this Amendment by the City and UMI; (ii) the due execution and delivery of an amendment to the Consent Order satisfactory to UMI; and (iii) the issuance of an Aquifer Protection Permit satisfactory to UMI. The term of the Agreement as modified by this Amendment shall run parallel with UMI's obligation to treat the groundwater, provided however, that UMI may use other operational uses for the groundwater if permitted by the ADEQ.

**ARTICLE VI**  
**Notice**

6.1 Any notices required or permitted under this Agreement by one party to the other shall be effective when hand delivered or sent by facsimile transmission, or the day after delivery by overnight courier service, or three days after mailing, by first-class mail, certified or registered, return receipt requested, postage prepaid, to the following:

**UMI:**

United Musical Instruments, USA, Inc.  
1000 Industrial Parkway  
Elkhart, Indiana 46516  
Attn: Mr. Robert W. Palmer, President  
Facsimile Number: (219) 295-8613

**CITY:**

City Attorney's Office  
City of Nogales  
777 N. Grand Avenue  
Nogales, Arizona 85621  
Facsimile Number: (520) 287-9159

or to such other persons or addresses as may be subsequently designated by these notice provisions.

ARTICLE VII  
Effect of Amendment

7.1 In the event that there is a conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control. The following portions of the Agreement are superseded and replaced in their entirety by the provisions of this Amendment, and shall be null and void and have no force and effect, paragraphs 3, 4, the first three sentences of paragraph 5, and paragraphs 6, 7, 8, 9 and 10 of the Agreement.

7.2 All other provisions of the Agreement remain in full force and effect except as specifically modified by this Amendment.

ARTICLE VIII  
INDEMNIFICATION

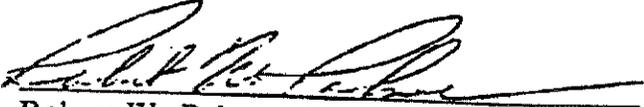
8.1 UMI will defend, indemnify and hold the City, its officers, agents, employees, officials, appointed or elected, and aldermen, harmless for, from, and against any suits, demands, claims, notices, liabilities, orders, and causes of action arising out of or based upon any action taken or directed by UMI under or relating to the Agreement or this Amendment. The City will give prompt written notice to UMI of any claim or event which might give rise to a claim by the City for indemnification against UMI, stating the nature and basis of such claim or event and the amount of such claim, to the extent known. If within thirty (30) days after receiving such notice, UMI advises the City that UMI will conduct the defense of such claim or event at UMI's expense, the City will not settle or admit liability with respect to the claim or event and shall afford to UMI and defending counsel all reasonable assistance in defending against such claim or event.

ARTICLE IX  
Entire Agreement

9.1 This Agreement shall not be amended or modified except by the mutual consent of both parties in writing executed by the parties.

9.2 The Agreement as amended by this Amendment represents the entire agreement between the parties concerning its subject matter and there are no other agreements orally or in writing concerning its subject matter between the parties except as set forth in the Agreement as amended by this Agreement.

United Musical Instruments USA, Inc.

By:   
Robert W. Palmer, President

## 2007 AMENDMENT TO AGREEMENT

This Amendment (the "2007 Amendment") is entered into as of September 7, 2007, between Conn-Selmer, Inc., an Indiana corporation ("CSI") and the City of Nogales, Arizona, an Arizona municipal corporation (the "City"), and amends the Amendment to the Agreement dated September 18, 1996 ("1996 Amendment"), between United Musical Instruments and the City.

### RECITALS

A. CSI (legal successor to United Musical Instruments USA, Inc.) is the owner and operator of a groundwater remediation facility located within the City of Nogales, Arizona. City is the owner of a golf course known as the "Palo Duro Country Club Golf Course" (the "Golf Course").

B. CSI, as successor to United Musical Instruments, and the City are parties to an Agreement dated August 17, 1988 (the "Agreement") as amended by the Amendment to the Agreement dated September 18, 1996 (the "1996 Amendment"), which together provide for the delivery by CSI of treated groundwater to be used by the City to irrigate the Golf Course and a schedule of monitoring of the treated water. United Musical Instruments entered into a Consent Order No. D-47-93 on August 19, 1993, and amendments (the "Consent Order") with the Arizona Department of Environmental Quality concerning certain procedures with respect to remediating trichloroethylene ("TCE") in the groundwater through certain equipment and facilities located on or near the former UMI plant (the "System").

C. CSI and the City desire to amend the 1996 Amendment to decrease the frequency of certain monitoring at the facility to match that required by the Arizona Department of Environmental Quality, having demonstrated the effectiveness of the groundwater remediation facility to treat contaminated water to below levels detectable by current technology.

The City and CSI agree as follows:

### AGREEMENT

The following Paragraphs replace Paragraphs 1.5 and 1.6 of the 1996 Amendment to the Agreement:

1.5 CSI will perform sampling and outside laboratory analysis at least quarterly, and will make available to the City the results of those tests, of the treated water for TCE at the following two locations: (i) the point where the treated water enters the pipeline to the Pond; and (ii) the treated water in the Pond. CSI shall be responsible for the costs of such laboratory analyses and shall be entitled to utilize reasonable procedures available to reduce expense, consistent with producing reliable and timely sampling and analysis.

1.6 If at any time the results of laboratory analysis exceed the Alert Level (defined as concentration of TCE or subsequent degradation products in concentrations exceeding 3.2 parts per billion), then CSI shall immediately shut down the System and notify the City and shall not

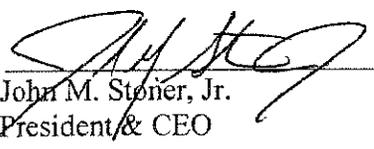
resume operation of the System without the approval of the City. The following testing regime shall be employed upon resumption of delivery of treated water to the Pond:

- A. CSI will perform sampling and outside laboratory analysis of the treated water for TCE at both locations set forth in Paragraph 1.5 above at least once every seven (7) days during the first eight (8) weeks of delivery, and will make available to the City the results of those weekly tests.
- B. If the results of the above analyses are all under the Alert Level during that eight (8) week period, then analysis shall be performed at least monthly during the next two (2) months.
- C. If the results of the analyses referenced above are both under the Alert Level during that two (2) month period, then analysis shall thereafter revert back to at least quarterly.

If the results of the analyses of subparagraph 1.6(A) above exceed the Alert Level, then CSI shall undertake at its sole expense additional treatment of the groundwater as set forth in Paragraph 1.7 of the 1996 Amendment so that the groundwater quality meets all state and federal standards.

Conn-Selmer, Inc.

By: \_\_\_\_\_

  
John M. Stoner, Jr.  
President & CEO

CITY OF NOGALES  
an Arizona municipal corporation

By: \_\_\_\_\_

Jan Smith-Flórez  
Acting City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

Jan Smith-Flórez  
City Attorney

ATTEST:

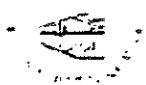
By: \_\_\_\_\_

Leticia Robinson  
City Clerk

**Post-Closure Cost and Financial Assurance Documentation  
and Related Correspondences**

---

**ATTACHMENT B**



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Fife Symington, Governor      Russell F. Rhoades, Director

CERTIFIED MAIL

Return Receipt Requested

June 04, 1997

REF: HW97-0257

Mr. Robert W. Palmer, President  
United Musical Instruments U.S.A., Inc.  
1000 Industrial Parkway  
Nogales, AZ 85621

RE: Review of Financial Assurance Documentation

Dear Mr. Palmer:

ADEQ has reviewed the financial assurance documentation as provided in your March 25, 1997 and April 30, 1997 submittals (please note that the remainder of these submittals will be reviewed separately).

Liability Requirements (40 CFR 265.147<sup>1</sup>)

Upon closer review of 40 CFR 265 Subpart H for financial requirements, ADEQ has determined that UMI only needs to demonstrate financial assurance for post-closure care under 40 CFR 265.145. UMI does not need to meet the liability requirements under 40 CFR 265.147, because the hazardous waste management units for which liability requirements would apply have been closed. ADEQ acknowledged closure of these units in 1988. Therefore, pursuant to 40 CFR 265.147(e), liability insurance is no longer required. As such, ADEQ will no longer consider your request for variance to the liability requirements because ADEQ has determined that liability

---

<sup>1</sup>All references to the Code of Federal Regulations (CFR) are as adopted and modified by the Arizona Administrative Code (AAC).

Page 2

Mr. Palmer

REF: HW97-0257

requirements are not applicable to UMI. I apologize for not catching this error in my earlier letter dated February 24, 1997 (REF: HW97-0147).

Post-Closure Care Cost Estimates (40 CFR 265.144)

ADEQ has reviewed the post-closure care cost estimates as provided in your submittals. ADEQ has also reviewed its UMI files to look for the original detailed post-closure care cost estimates which the current costs are based on. However, there is no documentation in the files that provides the details necessary to adequately review the post-closure care cost estimates. Therefore, UMI must provide current detailed post-closure care cost estimates.

Besides sampling and maintenance costs, there are many additional costs associated with post-closure care of this facility. Appropriate closure of monitoring and extraction wells and decontamination and removal of treatment systems, pond liner and residue disposal, are just a few examples of other required costs.

The post-closure care cost estimate must be extensively detailed. For example, the collection of groundwater samples must include the number of sampling locations, labor and equipment costs, work rate to collect one sample, number of hours required to collect all samples, and costs to collect groundwater samples per event. As another example, the costs of site security during the post-closure care period would include fencing (length, labor-materials-equipment costs per foot, and cost to fence site), corner posts (number of posts, cost per post, and cost to erect corner posts), gates (number, labor-materials-equipment costs, and cost to install gates), signs, etc.

The post-closure care cost estimate must be based on the costs to UMI of hiring a third party to close the facility (40 CFR Subpart H 265.142(a)(2)). Again, all these costs must be itemized in detail and provided to ADEQ in document form.

Page 3

Mr. Palmer

REF: HW97-0257

UMI may refer to the following references for developing the detailed post-closure care cost estimate required:

1. U.S. Environmental Protection Agency, "Final Guidance Manual: Costs Estimates for Closure and Post-Closure Care Plans (Subpart G and H)", January 1987, EPA/530-SW-009. This essential document is available through the RCRA Hotline (1-800-424-9346) or you may contact Jeff Bryan of the Hazardous Waste Permits Unit (602-207-4169) to obtain a copy.
2. R.S. Means Company, Inc., "Means Building Construction Cost Data", 1996. This or similar reference documents should be available at a technical library.
3. R.S. Means Company, Inc., "Means Site Work and Landscape Costs Data", 1996. This or similar reference documents should be available at a technical library.

Financial Assurance for Post-Closure Care (40 CFR 265.145)

ADEQ has determined that based on the post-closure care cost estimate of \$2,379,437 and the financial data submitted for the year ending December 31, 1996, UMI does meet the financial test requirements. However, as detailed above, the post-closure care cost estimates are likely to be grossly understated. Therefore, UMI must resubmit financial assurance documentation when revised detailed post-closure care cost estimates are submitted. Additionally, the following discrepancies were noted in the financial assurance documentation:

- 1) As required by 40 CFR 265.145(e)(3)(i), the letter signed by the owner's or operator's chief financial officer must be worded as specified in 40 CFR 265.151(f). Please resubmit this letter.
- 2) As required by 40 CFR 265.145(e)(3)(ii), a copy of the independent certified public accountant's report on the

Page 4

Mr. Palmer

REF: HW97-0257

examination of the owner's or operator's financial statements for the latest completed fiscal year (Ending December 31, 1996) was not provided. Please submit this documentation.

- 3) Based on the resubmittal of the letter as specified in item 1 above, a revised special report from the owner's or operator's independent certified public accountant pursuant to 40 CFR 265.145(e)(3)(iii) will be required.

Please be advised that in addition to the above submittals, UMI must submit updated financial assurance documentation every year within 90 days after the close of the preceding fiscal year [40 CFR 265.145(e)(5)]. If UMI no longer meets the requirements of the financial test mechanism for financial assurance, an alternate mechanism must be established to meet the financial assurance requirements for post-closure costs [40 CFR 265.145(e)(6)].

Please submit the detailed post closure care cost estimates and updated financial assurance documentation as specified above within sixty (60) calendar days of the date of this letter. If you have any questions, please contact Yvette David of my staff at 207-4112.

Sincerely,



Lupe Buys, Manager  
Hazardous Waste Compliance Unit

M:\wpdocs\umi\umi\_fin.let

cc: ✓ Pat Kuefler, HWS  
✓ Yvette David, HWCU  
Jeff Bryan, HWPU  
Melissa Taylor, DDO



\*\*\*\*\*  
United Musical Instruments U.S.A., Inc. • 1000 Industrial Parkway • Elkhart, IN 46516 • (219) 295-1079 • FAX (219) 295-8613  
\*\*\*\*\*

July 26, 1997

Ms. Lupe Buys  
Arizona Department of Environmental Quality  
3033 N. Central Ave.  
Phoenix, AZ 85012

RE: Your letter of June 4, 1997

Dear Ms. Buys,

Rob Palmer has shared with me, your letter to him dated June 4, 1997. This response is intended to address each of the points you raised regarding our financial assurance documentation.

Liability Requirements (40 CFR 265.147)

We acknowledge the fact that we are no longer required to provide, in our financial assurance documentation, for liability coverage. The documentation included with this letter as well as all future documentation will be limited to demonstrating financial assurance for post-closure care only.

Post-Closure Care Cost Estimates (40 CFR 265.144)

We have read the most recent publication of 40 CFR 265.144 as revised on July 1, 1996 and compared its' provisions to the list of alleged deficiencies which you site in your letter of June 4, 1997.

To begin, paragraph (a) of 265.144 details other code sections containing the actual post-closure regulations to which its' provisions apply. Those other code sections are:

265.117 through 265.120	of Subpart G	(Closure and Post-Closure)
265.228	of Subpart K	(Surface Impoundments)
265.258	of Subpart L	(Waste Piles)
265.280	of Subpart M	(Land Treatment)
265.310	of Subpart N	(Landfills)

To the best of our knowledge, and since ADEQ officially acknowledged closure of our Nogales facility in 1988, ours has been characterized as a "Treatment Facility". As such, seemingly none of the code sections to which 265.144 refers applies to UMI which, in turn, would indicate that 265.144 itself is inapplicable.

Additionally, in your June 4, 1997 letter you make reference to an EPA guidance manual for post-closure cost estimating. You go so far as to refer to this manual as an "essential document". Based upon your suggestion we placed an order with the National Technical Information Service division of the U.S. Department of Commerce and received a copy of GUIDANCE MANUAL: COST ESTIMATES FOR CLOSURE AND POST CLOSURE PLANS (SUBPARTS G AND H). Interestingly,

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the very first paragraph of the first page of the first chapter of the document states in part; "...Treatment and storage facilities typically are not subject to post-closure care, consequently, post-closure cost estimates are not required. ..." This statement too certainly seems to indicate that as the owner/operator of what has been defined as a treatment facility, we are not liable for preparation of post-closure cost estimates.

That having been said, we are extremely interested in being as cooperative as possible and, indeed are more than anxious to begin that which should be of paramount importance to everyone. Specifically... cleaning the ground water! In this spirit we intend to continue to supply annual financial assurance documentation including updates to the post-closure cost estimates.

#### Financial Assurance for Post-Closure Care (40 CFR 265.145)

It naturally follows that if we are not required by regulation to file post-closure cost estimates we would likewise be exempt from the financial assurance requirements of 265.145. However, since we will continue to supply annual cost estimates, we will also continue to provide annual financial assurance documentation in accordance with this code section.

This being the case, and since ADEQ has indicated that we are no longer required to comply with the liability requirements of 265.147, we acknowledge the need to resubmit our original financial assurance letter of April 29, 1997. We believe though, that the required letter is detailed in code section 264.151 (f) rather than 265.151 (f) as you have indicated. That letter is included with this submission.

Your letter also states that we failed to supply a copy of our independent auditor's annual report as required by 265.145 (e) (3) (ii). Although this report was indeed sent with our original April 29, 1997 financial assurance letter, another copy has been enclosed herewith.

You further state in your letter that we must resubmit the special report from the owner's independent auditors as required by 265.145 (e) (3) (iii) since the financial assurance letter is being resubmitted. While it is certainly true that the form of the letter is somewhat different, the financial information it contains is nearly identical to that which ADEQ has already received and to which our auditors have already attested. Another copy of their original letter has been included.

Next, we take exception to your statement that "... the post-closure care cost estimates are likely to be grossly understated". The reasons which you site for making such a broad and sweeping statement are numerous. You intimate that in past submissions we have overlooked required expense items but we strongly disagree with this assessment. Among the items which you purport to be missing are the following:

Disposal of the pond liner and pond residue. You'll recall we're sure, that the pond liner in question is one which was not required by ADEQ but rather was voluntarily installed by UMI after a meeting with the City of Nogales. Further, the water with which the pond is to be filled will have already been treated and cleaned and will contain no residue of any kind. There is absolutely no good reason that the pond liner should ever need to be removed and disposed of.

Site security including fencing, corner posts, gates, signs, etc. You should be aware from prior communications with both UMI and Woodward-Clyde, as well as site visits by ADEQ staff, that all necessary fencing, gates and signage is already in place and paid for. We see no valid reason to anticipate any further expenses in this area with regard to post-closure care.

Decontamination and removal of treatment systems. In 1991 UMI filed a Notice To Deed for its' Nogales property which was approved by ADEQ and which, as required by 265.119, included a list of site contaminants. Those contaminants are... 1,1-Dichloroethene; 1,1-Dichloroethane; Trans 1,2-

Dichloroethene; Chloroform; 1,1,1-Trichloroethane; Trichloroethylene; 1,1,2-Trichloroethane and Carbon Tetrachloride. As you know, all of these substances are categorized as Volatile Organic Compounds (VOCs) and as such will leave no residual contamination as they pass through the treatment facility. System decontamination and removal, therefore, is wholly unnecessary.

With these points in mind, we have also enclosed an updated schedule of post-closure care costs estimates prepared by Woodward-Clyde Consultants. These new estimates have been used in the preparation of our new financial assurance letter.

We trust you will find everything in order.

Sincerely,

UNITED MUSICAL INSTRUMENTS USA, INC.



Tom Lawdenski  
Corporate Controller

cc: M. Hammer  
R. Palmer  
D. Anderson (Woodward-Clyde)  
L. LaPat-Polasko (Woodward-Clyde)



United Musical Instruments U.S.A., Inc. • 1000 Industrial Parkway • Elkhart, IN 46516 • (219) 295-0079 • FAX (219) 295-8613

July 26, 1997

Mr. Russell F. Rhoades, Director  
Arizona Department of Environmental Quality  
3033 N. Central Ave.  
Phoenix, AZ 85012

RE: United Musical Instruments USA, Inc.  
Nogales, AZ facility  
Financial Assurance Requirements (40 CFR 264.151(f))  
EPA #AZT000612135

Dear Mr. Rhoades,

I am the chief financial officer of United Musical Instruments USA, Inc., 1000 Industrial Parkway, Elkhart, Indiana 46514. This letter is in support of this firm's use of the financial test to demonstrate financial assurance for closure and/or post-closure costs, as specified in Subpart H of 40 CFR Parts 264 and 265.

1. This firm is the owner or operator of the following facilities for which financial assurance for closure or post-closure care is demonstrated through the financial test specified in Subpart H of 40 CFR Parts 264 and 265. The current closure and/or post-closure cost estimates covered by the test are shown for each facility:

United Musical Instruments USA, Inc.  
1310 Fairway Dr.  
Nogales, AZ 85621  
EPA #AZT000612135  
post-closure cost estimate ... \$2,385,158

2. This firm guarantees, through the guarantee specified in Subpart H of 40 CFR Parts 264 and 265, the closure or post-closure care of the following facilities owned or operated by the guaranteed party. The current cost estimates for the closure or post-closure care so guaranteed are shown for each facility:

NONE.

3. In States where EPA is not administering the financial requirements of Subpart H of 40 CFR Part 264 or 265, this firm, as owner or operator or guarantor, is demonstrating financial assurance for the closure or post-closure care of the following facilities through the use of a test equivalent or substantially equivalent to the financial test specified in Subpart H of 40 CFR Parts 264 and 265. The current closure and/or post-closure cost estimates covered by such a test are shown for each facility:

NONE.

4. This firm is the owner or operator of the following hazardous waste management facilities for which financial assurance for closure or, if a disposal facility, post-closure care is not demonstrated either to EPA or a State through the financial test or any other financial assurance mechanism specified in Subpart H of 40 CFR Parts 264 and 265 or equivalent or substantially equivalent State mechanisms. The current closure and/or post-closure cost estimates not covered by such financial assurance are shown for each facility:

NONE.

5. This firm is the owner or operator of the following UIC facilities for which financial assurance for plugging and abandonment is required under part 144. The current closure cost estimates as required by 40 CFR 144.62 are shown for each facility:

NONE.

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This firm is not required to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year.

The fiscal year of this firm ends on December 31. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended December 31, 1996.

<u>1996 ALTERNATIVE I</u>		
1. Sum of current closure and post-closure cost estimates (total of all cost estimates shown in the five paragraphs above).....	2,385,158	
* 2. Total liabilities (if any portion of the closure or post-closure cost estimates is included in total liabilities, you may deduct the amount of that portion from this line and add that amount to lines 3 and 4)...	59,520,525	
* 3. Tangible net worth.....	21,555,332	
* 4. Net worth.....	22,135,432	
* 5. Current assets.....	66,567,740	
* 6. Current liabilities.....	31,847,560	
7. Net working capital (line 5 minus line 6).....	34,720,180	
* 8. The sum of net income plus depreciation, depletion and amortization.....	6,092,755	
* 9. Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.).....	81,292,697	
	Yes No	
10. Is line 3 at least \$10 million?.....	X	21,555,332
11. Is line 3 at least 6 times line 1?.....	X	14,310,948
12. Is line 7 at least 6 times line 1?.....	X	14,310,948
* 13. Are at least 90% of firm's assets located in the U.S.? If not, complete line 14.....	X	
14. Is line 9 at least 6 times line 1?.....	X	14,310,948
15. Is line 2 divided by line 4 less than 2.0?.....	X	2.689
16. Is line 8 divided by line 2 greater than 0.1?.....	X	0.102
17. Is line 5 divided by line 6 greater than 1.5?.....	X	2.090

I hereby certify that the wording of this letter is identical to the wording specified in 40 CFR 264.151 (f) as such regulations were constituted on the date shown immediately below.

UNITED MUSICAL INSTRUMENTS USA, INC.



Tom Lawdenski  
Corporate Controller  
July 26, 1997

**United Musical Instruments USA, Inc.**  
**Estimated, Annual Monitoring and Maintenance Costs**  
 Adjusted for Inflation

7/26/97

	12/31/96 restated **	12/31/96	Inflation Factor *	12/31/95	Inflation Factor *	12/31/94
<b>Sampling and Analysis:</b> Based on sampling the treatment facility influent and effluent monthly, 11 monitoring wells and 2 extraction wells quarterly, and 3 monitoring wells annually. Includes collection of 1 field duplicate for every 10 field originals and 24 trip blanks. Groundwater sampling and quarterly reporting are included. Assumes UMI personnel will collect treatment facility samples.	66,000	65,834	1.020	64,575	1.025	63,000
<b>Maintenance Charges:</b> Assumed to be equal to 1% of total equipment and construction cost.	3,135	3,135	1.020	3,075	1.025	3,000
	69,135	68,969		67,650		66,000
Contingency @ additional 15%.	10,370	10,345		10,148		9,900
<b>Total projected annual post-closure costs</b>	79,505	79,315		77,798		75,900
Post-Closure Period	30	30		30		30
<b>Total Period Cost Estimate</b>	2,385,158	2,379,437		2,333,925		2,277,000

(Based upon figures prepared and submitted by Woodward-Clyde June 7, 1995)

\* Inflation rates calculated using the Implicit Price Deflators from the U.S. Department of Commerce publication Survey of Current Business

\*\* Figures recalculated by Woodward-Clyde consultants and stated in 1997 dollars.



# CROWE CHIZEK

Board of Directors  
United Musical Instruments U.S.A., Inc.  
Elkhart, Indiana

We have received the letter dated April 29, 1997 from Mr. Thomas Lawdenski, Corporate Controller of United Musical Instruments U.S.A., Inc. to Mr. Russell F. Rhoades, Director of the Arizona Department of Environmental Quality. We have been requested by Mr. Lawdenski to compare the selected financial data included in the letter with the audited financial statements of United Musical Instruments U.S.A., Inc. for the year ended December 31, 1996.

We have audited the consolidated balance sheet of United Musical Instruments U.S.A., Inc. as of December 31, 1996 and the related statements of income, retained earnings and cash flows for the year then ended, and have issued our report thereon dated February 21, 1997. Our audit was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In connection with comparing the selected financial data with the audited financial statements, no matters came to our attention which would cause the selected financial data to be adjusted.

*Crowe Chizek & Company LLP*

Crowe, Chizek and Company LLP

Elkhart, Indiana  
April 30, 1997



NOTICE TO DEED

ARTLEY FLUTE FACILITY  
UNITED MUSICAL INSTRUMENTS, U.S.A., INC.  
NOGALES, ARIZONA

This completed form constitutes a written assurance that a notation on the deed to the property described below has been made, which will, in perpetuity, notify any potential purchaser of the property that it has been used to manage hazardous waste. The future use of this property is restricted by conditions contained in State hazardous waste regulations according to the Arizona Revised Statutes 36-2822 and A.A.C., R9-8-1865.A (40 CFR 265.120), and implemented by the authority of the Arizona Department of Environmental Quality (DEQ). Under this authority it shall be recorded by the signatory parties within 60 days after closure of the facility in the County of Santa Cruz, Arizona, where the Nogales Artley Flute Facility (United Musical Instruments, U.S.A., Inc., formerly C.G. Conn Ltd.) is situated.

The following is the accurate legal description of the land subject to this notice.

All that part of the Northeast Quarter of the Northeast Quarter of Section 36, Township 23 south, Range 13 east, Gila and Salt River Base and Meridian, Santa Cruz County, Arizona, more particularly described as follows:

Beginning at a 1-inch iron pipe, identified as the northeast corner of said Section 36 as shown on the proposed right-of-way map for the Nogales-Tucson Highway, Nogales-Alamo Canyon, Santa Cruz County, A.H.D. Drawing No. D-12T-323;

Thence north 89 degrees 46 minutes 45 seconds west, along the north line of said Section 36 as shown on said map, 105.07 feet;

Thence south 21 degrees 12 minutes 16 seconds east, 53.71 feet to a point 50.00 feet distant southerly from said north line, said point being the true point of beginning;

Continue thence south 21 degrees 12 minutes 16 seconds east, along the proposed west right-of-way line of the Nogales-Tucson Highway as shown on the aforementioned map, 105.82 feet to an angle point in said right-of-way line;

Thence south 0 degrees 55 minutes 10 seconds west, along said west right-of-way line, 339.07 feet;

Thence north 89 degrees 46 minutes 45 seconds west along a line parallel with and 487.56 feet distant southerly from said north line of Section 36, 1000.00 feet;

Thence north 0 degrees 55 minutes 10 seconds east, 437.59 feet to a point, 50.00 feet distant southerly from the said north line of Section 36;

Thence south 89 degrees 46 minutes 45 seconds east along a line parallel with and 50.00 feet distant southerly from said north line of Section 36, 960.14 feet to the true point of beginning.

Together with an easement for ingress and egress, 50 feet in width having as its easterly boundary the proposed west right-of-way line as shown on said Nogales-Tucson Highway map and extending from the south line of the above described parcel, southerly to the presently existing Meadow Hills Country Club paved entrance road one-half mile, more or less, to the presently existing U.S. 89 Highway right-of-way, said west right-of-way line more particularly described as follows:

Beginning at the most southeasterly corner of the above described parcel;

Thence south 0 degrees 55 minutes 10 seconds west, 48.15 feet;

Thence south 16 degrees 38 minutes 55 seconds west, 363.19 feet;

Thence south 33 degrees 29 minutes 09 seconds east, 300 feet, more or less, to a point in the center of said entrance road. Together with any future easement for ingress and egress that may be designated to replace the easement above.

The specific areas covered by this notice are that of the area of the former surface impoundment, and the former pH adjustment tank. The locations and final graded elevations of these areas are shown on the accompanying survey plat (Figure 1). There are low levels of contamination by organic solvents in the soil in these areas. Groundwater underlying the former surface impoundment is also thought to be contaminated.

The contamination is described as follows:

- 1,1,2-trichloroethane at depths of 35 feet to 45 feet below grade in the former pH adjustment tank area
- Carbon tetrachloride at depths of 17 feet to 57 feet below grade in the area of the former surface impoundment
- Contaminants in on-site groundwater are deduced from the January 1987 levels at an adjacent, off-site well (DMW-2) and are estimated to be: 1,1-Dichloroethene; 1,1-Dichloroethane; trans-1,2-Dichloroethene; Chloroform; 1,1,1-Trichloroethane; Trichloroethylene; 1,1,2-Trichloroethane.

Contamination levels are described in more detail in "Closure and Post-Closure Plans, Artley Flute Facility, C.G. Conn, Ltd." dated August 25, 1986. These plans are on file at the facility and at the Arizona Department of Environmental Quality, Phoenix, Arizona.

This notice may be removed by the permittee from the county record when all traces of contaminated soil and groundwater are removed or shown to be free of hazardous waste constituents. Such removal or detoxification of this soil and water must be approved by the Arizona Department of Environmental Quality or responsible state agency at that time.

The following is the signature of the current landowner, his title, business affiliation, and date of signature, and signed with the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to be the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

OWNER: United Musical Instruments, U.S.A., Incorporated  
1000 Industrial Parkway  
Elkhart, Indiana 46514

<u>Name</u>	<u>Title</u>	<u>Date</u>
_____ Thomas T. Burzycki	<u>President</u> _____	_____



The Contingency Plan is found at Permit Attachment E (RCRA Contingency and Emergency Plan)