San Luis Obispo County Integrated Waste Management Authority

BOARD MEETING AGENDA

Wednesday, May 10, 2023 In-person Meeting:

1:30 PM

City of San Luis Obispo 990 Palm Street, San Luis Obispo, CA. 93401



Mission Statement:

The Mission of the IWMA is to provide coordinated efforts to follow state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education, and technical support.

IWMA BOARD MEMBERS:

Jan Marx, President, City of San Luis Obispo Robert Robert, Vice-President, City of Grover Beach Charles Bourbeau, Past-President, City of Atascadero James Guthrie, City of Arroyo Grande John Hamon, City of El Paso de Robles Laurel Barton, City of Morro Bay Scott Newton, City of Pismo Beach Robert Enns, Special Districts

Public Comment - The IWMA Board and Executive Committee welcomes your remote input. State law does not allow the Board to discuss or act on issues not on the agenda, except that members of the Board or Staff may briefly respond to statements made or questions posed. Limited to three (3) minutes per speaker. All persons desiring to speak during any public comment may do so in the following ways: Community members are encouraged to submit agenda correspondence in advance of the meeting via email to the Clerk of the Board at sdelgiorgio@iwma.com.

Americans with Disabilities Act Compliance - In compliance with the Americans with Disabilities Act (ADA), the IWMA is committed to including the disabled in all its services, programs, and activities. If you need special aid to participate in this meeting, please contact Sasha Del Giorgio, IWMA, Clerk of the Board, at least 72 hours before the meeting to enable the IWMA to make reasonable arrangements to ensure accessibility to the meeting. Sasha Del Giorgio can be reached at (805) 781-2192 and through email at sdelgiorgio@gmail.com.

The IWMA Board Meeting Agenda is available for public viewing from the exterior of the IWMA's office, found at 870 Osos Street, San Luis Obispo, California, at the San Luis Obispo City Hall found at 990 Palm Street, San Luis Obispo, California, and on the IWMA website https://iwma.com. Persons with questions concerning any agenda item may call the IWMA at (805) 782-8530.

1. Call to Order

Led by President Jan Marx.

2. Roll Call

Taken by Clerk of the Board, Sasha Del Giorgio.

3. Pledge of Allegiance

Led by President Jan Marx.

Non-Agenda Public Comment Period

Presentations

4. Executive Directors Report

Led by Peter Cron.

Consent Agenda Public Comment Period

Consent

- 5. Executive Committee Minutes Receive and File—March 27, 2023 Page 4
 Recommendation: That your Board receives and file the following minutes of the Executive Committee:
 - March 27, 2023

6. Board Minutes Review – April 12, 2023 Page 7

Recommendation: That your Board approves the following minutes of the IWMA Board:

- April 12, 2023
- 7. Receive and File Monthly Financial Reports Page 10

Recommendation: That your Board receives and files the financial reports for April 2023 and file the expense report for April 2023.

8. County of San Luis Obispo Auditor Controller-Treasurer-Tax Collector Page 14 Agreement

Recommendation: That your Board approve and authorize the Board President to sign and execute the County of San Luis Obispo Auditor-Controller-Treasurer-Tax Collector Agreement.

Regular Agenda Public Comment Period

Regular Agenda

- 9. 3RD Quarter Budget Review for Fiscal Year 2022/2023 Page 17
 Recommendation: That your Board discuss, receive, and file the third-quarter budget review.
- 10. Fiscal Year Budget 2023/2024 Revenue and Spending Plan Draft Page 19
 Recommendation: Staff recommends your Board review and discuss the proposed Fiscal Year Budget 2023/2024 Revenue and Spending Plan and 1) give staff direction to return at the June meeting with the final Fiscal Year 2023/2024 Revenue Spending Plan and 2) direct staff to provide an updated resolution to decrease the Solid Waste Management Fee from 5.4% to a temporary 4.4%, effective July 1, 2023.
- 11. Proposal Selection for Regional Hazardous Waste Programs Management Page 33
 Recommendation: Staff recommends that your Board approve contractor Clean
 Earth, authorize the Executive Director to negotiate a contract award on behalf of
 the IWMA Board and authorize the Board President to sign and execute the
 contract.

<u>Adjournment</u>

Upcoming Meetings and Events							
Board of Directors Meetings June 14, 2023 July 12, 2023 August 9,20							
Executive Committee Meetings	June 2, 2023	June 30, 2023	July 28, 2023				
IWMA County-Wide Solid Waste Orientation	May 16, 2023						

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Sasha Del Giorgio, Clerk of the Board

RE: Executive Committee Minutes Receive and File – March 27, 2023

BACKGROUND:

N/A

RECOMMENDATION:

That your Board receives and file the following minutes of the Executive Committee:

March 27, 2023

FISCAL IMPACT:

N/A

ATTACHMENTS:

A. 2023-03-27 EC Minutes

Executive Committee Meeting Minutes

March 27, 2023, 10:00 AM 870 Osos Street San Luis Obispo, CA. 93401

Executive Committee Members Present:

Jan Marx, President Robert Robert, Vice President Charles Bourbeau, Past President

1. Call To Order

The Executive Committee was called to order on March 27, 2023 at 9:56 AM by President Marx.

2. Roll Call

Roll Call was taken by Sasha Del Giorgio, 'Clerk of the Board.

3. Pledge Of Allegiance

Past President Bourbeau led the Committee in the Pledge of Allegiance.

Non-Agenda Public Comment Period

Public Comment was not made.

4. Executive Directors Report

Led by Executive Director, Peter Cron.

Consent Agenda Public Comment Period

Public Comment was not made.

Consent Agenda

5. Review Executive Committee Minutes – February 24, 2023

Recommendation: Staff recommends that your Executive Committee approve the February 24, 2023, IWMA Executive Committee Minutes.

Motion By

Past President Bourbeau

Second By

Vice President Robert

To approve Item 5.

Ayes:

Robert, Bourbeau, Marx

CARRIED (3 to 0)

Regular Agenda Public Comment Period

Public Comment was not made.

Regular Agenda

6. Request for Proposal for Regional Hazardous Waste Programs Management

Recommendation: Staff recommends that your Committee 1) approve the Request for Proposal for Regional Hazardous Waste Programs Management and 2) grant the Executive Director authority to release the RFP and review and rank proposals to bring back to the full IWMA Board for final selection and contract award.

Motion By Past President Bourbeau Second By Vice President Robert

To take the following action and revisions:

- Update page 30, "IWMA" as the agency, and change the term to 3 years.
- Update page 38, section 6.C to include a footnote, providing clarification of "will not exceed \$40,000 per year."

Ayes:

Bourbeau, Robert, Marx

CARRIED (3 to 0)

7. Review Board Meeting Draft Agenda – April 12, 2023

Recommendation: Staff recommends that your Executive Committee review, discuss, and approve the draft April 12, 2023, IWMA Board Meeting Agenda, and provide staff direction as deemed appropriate.

Motion By

Vice President Bourbeau

Second By

President Marx

To take the following action and revisions:

- Item 10 recommendation to include:
 - IWMA staff to meet and discuss the prospects and terms with which the County may rejoin the IWMA
 - o Appoint an ad Hoc committee to oversee negotiations with the County.

Ayes:

Bourbeau, Robert, Marx

CARRIED (3 to 0)

<u>Adjourned</u>

10:43 AM

Sasha Del Giorgio IWMA, Clerk of the Board

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Sasha Del Giorgio, Clerk of the Board

RE: Board Minutes Review – April 12, 2023

BACKGROUND:

N/A

RECOMMENDATION:

That your Board approves the following minutes of the IWMA Board:

• April 12, 2023

FISCAL IMPACT:

N/A

ATTACHMENTS:

A. 2023-04-12 BOD Minutes

Board Meeting Minutes Wednesday, April 12, 2023, 1:30 PM City of San Luis Obispo Council Chambers 990 Palm Street, San Luis Obispo, CA. 93401

IWMA BOARD Members Present:

Jan Marx, President, City of San Luis Obispo, Robert Robert, Vice-President, City of Grover Beach Charles Bourbeau, Past-President, City of Atascadero James Guthrie, City of Arroyo Grande Robert Enns, Special Districts Scott Newton, City of Pismo Beach

IWMA BOARD Absent:

John Hamon, City of El Paso de Robles Laurel Barton, City of Morro Bay

1. Call to Order

The Board Meeting was called to order on April 12, 2023, at 1:30 PM by President Marx.

2. Roll Call

Taken by Clerk of the Board, Sasha Del Giorgio.

3. Pledge of Allegiance

Led by Past President Bourbeau.

Non-Agenda Public Comment Period

Presentations

4. Executive Directors Report

Led by Peter Cron.

Consent Agenda Public Comment Period

Public Comment was not made.

Consent

5. Executive Committee Minutes Receive and File-February 24, 2023

Recommendation: Staff recommends that your Board receive and file the following minutes of the Executive Committee:

February 24, 2023

6. Board Minutes Review – March 8, 2023

Recommendation: Staff recommends that your Board approve the following minutes of the

Page | 8 1 | Page

IWMA Board:

• March 8, 2023

7. Receive and File Monthly Financial Reports

Recommendation: Staff recommends that your Board receive and file the attached monthly financial reports.

8. Resolution 2023-04-01, Authorizing Signatures for Banking and Financial Services

Recommendation: Staff recommends the Board adopt Resolution 2023-04-01, modifying the IWMA authorized signatories for banking and financial services.

Motion by: Enns Seconded: Robert

Ayes: Enns, Robert, Bourbeau, Guthrie, Newton, Marx

CARRIED (6-0)

Regular Agenda Public Comment Period

Public Comment was not made.

Regular Agenda

9. Proposal Selection for Outside Legal Counsel

Recommendation: Staff recommends that your Board approve firm selection Adamski Moroski Madden Cumberland & Green LLP, authorize the Executive Director to negotiate a contract award on behalf of the IWMA Board, and authorize the Board President to sign and execute the contract.

Motion by: Marx Seconded: Bourbeau

Ayes: Marx, Bourbeau, Enns, Guthrie, Newton, Robert

CARRIED (6-0)

10. Discussion of the Status and Impacts of the County's request to initiate discussions with the San Luis Obispo County IWMA and its member agencies in order to rejoin the IWMA.

Recommendation: Staff recommends that your Board discuss the request from the County to return to the IWMA and, appoint a committee from the Board to work with IWMA staff in conducting discussions and setting conditions for the county's potential return to the IWMA.

Discussion; No action.

Adjournment 2:32 PM

Sasha Del Giorgio, Clerk of the Board San Luis Obispo County Integrated Waste Management Authority

Page | 9

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Barbara Aspernelson, Accountant

RE: Receive and File Monthly Financial Reports

BACKGROUND:

Below are the details of the April 2023, Revenue, Credit Card, and Expense Reports. These reports show Revenues when payment is received (any outstanding amounts owed are noted on the bottom), and when a Payment Authorization Form is created, also known as Cash Basis. This is done so the Board can get a better understanding of cash inflows, and outflows.

Revenue:

Total Revenue	\$375,836.92
 Solid Waste Management Fee: 	228,554.18
 Landfill Tipping Fee Surcharge 	56,716.94
Waste Programs	4,020.24
Grants	86,540.00
Other	5.56

Expenses:

Total Expenses	\$251,944.79				
Summary of Significant purchases (listed as they appear on the report)					
Citizen Communication (Recyclist SB 1383 Tracker	\$47,390.00				
SDRMA Insurance	\$8448.68				
Nationwide retirement contributions	19,745.92				
Science Discovery (Classroom Presentations	\$14,394.58				
Science Discovery (Business Outreach)	23,474.81				
Stericycle	\$50,416.20				
City of San Luis Obispo (Grant Reimbursement)	\$11,588.00				
April Payroll & Taxes	\$46,990.42				

Credit Card Expense Summary:

There was no credit card payment for the month of April.

RECOMMENDATION:

That your Board receives and files the financial reports for April 2023.

FISCAL IMPACT:

Revenue: \$375,836.92 Expenses: \$251,944.79

ATTACHMENTS:

A. April 2023 Revenue Report

B. April 2023 Expense Report



San Luis Obispo County IWMA Revenue Report April 2023

		Total
Income	-	
400 Non_Operation Revenue		
4150000 Interest Revenue		5.56
4200105 Grants		86,540.00
Total 400 Non_Operation Revenue	\$	86,545.56
435- Operation Revenue		
4350200 CESQG Payment		1,350.24
4350820 Solid Waste Management Fee		228,554.18
4350825 Landfill Tipping Fee Surcharge		56,716.94
4350955 Retail Take Back Fees		2,670.00
Total 435- Operation Revenue	\$	289,291.36
Total Income	\$	375,836.92
Account Receivable		Amount
Landfill Tipping Fee Surcharge: Cold Canyon Jan-March		TBD
Cal Recycle-Oil Reimbursement Incentive	\$	520.00
County of San Luis Obispo Public Works-MOU		91,926.30
Retail Take Back		5,633.00
TOTAL	\$	98,079.30



San Luis Obispo County Integrated Waste Management Authority Expense Report April 2023

P.O. Number	P.O. Date	Invoice Number	Amount	Vendor name	Brief Discription
23-576	04/03/2023			Adamski Moroski Madden Cumberland & Green	Legal services
23-577	04/03/2023	00007	, ,	Mid-Coast Fire	HHW fire system maintenance
23-578	04/03/2023	INV-2761		Citizen Communications	SB 1383 Platform
23-579	04/03/2023			Andrea Biniskiewicz	Social media management
23-580	04/04/2023		· ,	Rainscape	Landscape svcs
23-580			•	TIAA BANK	· · · · · · · · · · · · · · · · · · ·
	04/04/2023		· · · · · · · · · · · · · · · · · · ·		Copier lease
23-582		1147124032623		Charter Communications/Spectrum	
23-583	04/05/2023			Stephen Nelson	Handyman services
23-584		127451301-0010079		Digital West Networks inc.	Telephone services
23-585	. , ,	1XMN-DW4C-1JMQ		Amazon Capital Services inc.	Copy Paper
23-586		1NT7-WH1D-67VY	· · · · · · · · · · · · · · · · · · ·	Amazon Capital Services inc.	Office supplies
23-587		1PK6-KPRP-JKKT	\$466.56	Amazon Capital Services inc.	Office supplies
23-588	04/07/2023	20162023	\$19.95	Richetti Water Solutions	Reverse osmosis system rent
23-589	04/07/2023	32023	\$107.77	Mission Linen and Uniform Service	Janitorial svc - rug cleaning
23-590	04/07/2023	4754	\$2,000.00	Pacific Waste Services	E-waste collection
23-591	04/07/2023	H41532	\$8,448.68	SDRMA	Employee Insurance Premium
23-592	04/07/2023	947013	\$875.00	Central Paper Supply	Delivery Services
23-593	04/07/2023	947012	\$875.00	Central Paper Supply	Delivery Services
23-594	04/07/2023			Quinn Company	Forklift maintenance
23-595		jan-mar 2023	· · · · · · · · · · · · · · · · · · ·	MidState Solid Waste & Recycling	Curbside oil pickup
23-596	· · ·	0671462040423		Charter Communications/Spectrum	Internet Services
23-597	04/10/2023		· · · · · · · · · · · · · · · · · · ·	Marborg (American Marborg)	HHW restroom rental
23-598	04/10/2023			Marborg (American Marborg)	HHW restroom rental
23-599	04/10/2023			Marborg (American Marborg)	HHW restroom rental
23-600	04/10/2023			Marborg (American Marborg)	HHW restroom rental
23-601	04/10/2023		· · · · · · · · · · · · · · · · · · ·	Marborg (American Marborg)	HHW restroom rental
	<u> </u>				
23-602		04082023EE		Nationwide Retirement Solutions Standard	Employee retirement contrib
23-603		04082023ed		Nationwide Retirement Solutions Standard	Employee retirement contrib
23-604		04082023401a		Nationwide Retirement Solutions PEBSCO	Employee retirement contrib
23-605	· · ·	04082023401aed		Nationwide Retirement Solutions PEBSCO	Employee retirement contrib
23-606		04082023pehp	· .	Nationwide Retirement (PEHP)	Employee retirement contrib
23-607		04082023PEHPED		Nationwide Retirement (PEHP)	Employee retirement contrib
23-608	04/14/2023		\$1,000.00	San Miguel Garbage Co	Used Oil Pickup
23-609	04/14/2023	010-1611	\$1,397.40	Derrel's Mini Storage	Storage Unit
23-610	04/14/2023	Classroom / Pub educa	\$14,394.58	Science Discovery	Outreach and Education
23-611	04/14/2023	1366IW_CR	\$23,474.81	Science Discovery	Outreach and Education
23-612	04/14/2023	04042023	\$1,754.60	Gaspar Soilbuilders LLC	Compost Rebate Program
23-613	04/14/2023	23-596	\$2,402.44	CPSC	HD 37 Grant Expenses
23-614	04/20/2023	MAY Rent	\$1,800.00	Vintage Properties	Office Space Rent/Lease
See Below				<u> </u>	·
23-616	04/10/2023	04102023	\$12.51	Sasha Del Giorgio	Expense Reimbursement
23-617	04/10/2023		·	Executive Janitorial	Janitorial services
23-618	04/10/2023			Mountaineer IT Inc	IT Services
23-619	04/10/2023			Chicago Grade Landfill & Recycling	E-waste collection
23-620	04/10/2023			Paso Robles Waste Disposal	Curbside oil pickup
23-621		1XD-7CTD-61NC		Amazon Capital Services inc.	Office supplies
23-622		72403759230	\$50,416.20		HHW waste disposal and labor
23-622 23-623		1NMN-9NC3-LTRK		Amazon Capital Services inc.	Office supplies
	04/10/2023			SoCalGas	
23-624					Utility-Gas
23-625	04/25/2023			City of San Luis Obispo-water	Utility-water
23-626		457EE-04222023		Nationwide Retirement Solutions Standard	Employee retirement contrib
23-627		457ED-04222023		Nationwide Retirement Solutions Standard	Employee retirement contrib
23-628		401aEE-04222023		Nationwide Retirement Solutions PEBSCO	Employee retirement contrib
23-629		401(a)ED-04222023		Nationwide Retirement Solutions PEBSCO	Employee retirement contrib
23-630	04/25/2023	PEHP04222023	\$355.27	Nationwide Retirement (PEHP)	Employee retirement contrib
23-631	04/25/2023	PEHPED-04222023	\$119.23	Nationwide Retirement (PEHP)	Employee retirement contrib
23-632	04/27/2023	60866	\$2,887.50	Adamski Moroski Madden Cumberland & Green	Legal services
23-633	04/27/2023	1095021	\$11,588.00	City of San Luis Obispo-CCPWQ	Grant Reimbursement
		April Payroll & Taxes	\$46,990.42		
			\$251,944.79		
Funds Transforr	ed to Payroll A	Account			
runus mansiem					
23-615		May Payroll	\$50,000.00	San Luis Obispo County IWMA	Payroll funding

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Barbara Aspernelson, Accountant

RE: County of San Luis Obispo Auditor-Controller-Treasurer-Tax

Collector Agreement

BACKGROUND:

The San Luis Obispo County Integrated Waste Management Authority (IWMA) Joint Powers Agreement (JPA) designates the County of San Luis Obispo Auditor-Controller-Treasurer-Tax Collector's (ACTTC) Office to act as the IWMA's Auditor/Treasurer. Government Code 6505.5 specifies that the price for services shall be determined by the entity performing the services. IWMA staff has received and reviewed the County of San Luis Obispo ACTTC Agreement and found the scope of services to be consistent with the prior years' service agreement.

RECOMMENDATION:

That your Board approve and authorize the Board President to sign and execute the County of San Luis Obispo Auditor-Controller-Treasurer-Tax Collector Agreement.

FISCAL IMPACT:

\$8,695.00 for Fiscal Year 23/24, an increase of 7.7%.

ATTACHMENTS:

A. San Luis Obispo County – IWMA ACTTC Agreement

COUNTY OF SAN LUIS OBISPO Office of James W. Hamilton, CPA Auditor-Controller • Treasurer-Tax Collector • Public Administrator



Michael Stevens, Deputy Justin Cooley, Deputy

April 1, 2023

To the Board of Directors and Management Integrated Waste Management Authority (IWMA) San Luis Obispo, CA

We are pleased to confirm our understanding of the terms and costs of our services under this agreement for the 2023-2024 fiscal year.

Scope of Services

We will provide the following services:

- General Accounting includes use of the County's centralized accounting system and recording of
 financial system entries submitted by the agency. Transactions will be reviewed for authorization
 by appropriate agency personnel prior to processing. In addition, access to the accounting system's
 financial reports will be available to the agency as needed.
- 2. **Accounts Payable** includes processing payment claims by warrant or ACH. Claims will be reviewed to validate two authorized agency signers have approved the payment prior to processing, recording and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditure is not part of this service agreement.
- 3. **Accounting Support** includes recording your Agency's budget, ensuring expenditures do not exceed authorized budget, responding to routine inquiries, working with external auditors, and replying to bank confirmations.
- 4. **Term -** Our services and responsibility end on June 30, 2024.

Our Responsibilities

Our responsibility is to perform the services enumerated above. We will not audit accounting entries, payment claims or budget transactions, nor will we validate the appropriateness of accounting transactions or claims for payment. Our service does not include annual preparation of 1099's or preparation of payroll reports.

Our services are not designed to detect instances of fraud, noncompliance with laws or regulations or significant errors; however, we will communicate to you any known and suspected fraud, noncompliance with laws or regulations or significant errors that come to our attention.

Your Responsibilities

You are responsible for (1) ensuring all transactions are submitted and/or approved by authorized staff, (2) reviewing all transactions prior to submittal to ensure appropriateness of the expenditure, compliance with laws or regulations and to check for significant errors and fraud, (3) retaining all source documents, and (4) providing all Board authorized budgets and budget amendments. You are encouraged to routinely provide accounting reports and payment registers to your Board for review.

You agree to inform us of significant noncompliance, fraud and/or errors immediately upon discovery.

For all services we provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, and/or experience to understand the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Annual Cost and Billing

The annual cost for the services identified above is \$8,695. The cost increase over the prior year is attributed to a change in the Consumer Price Index (CPI-U) of 7.7%, based on the Los Angeles-Riverside-Anaheim region and using July as a base month. Your agency will be billed by journal entry during the first quarter of the fiscal year for the entire annual costs. A copy of the journal entry will be provided to your agency.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarized the significant terms of our agreement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements.

Sincerely,	
James W. Hamilton, CPA Auditor-Controller-Treasurer-Tax Collector	
Authorized Signature Director	Date
Authorized Signature Board Chair	Date

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Barbara Aspernelson, Accountant

RE: 3rd Quarter Budget Review for Fiscal Year 2022/2023

BACKGROUND:

The IWMA 3rd Quarter Budget analysis for Fiscal Year 2022/2023 for Board Review and discussion.

Revenue:

Revenue continues to exceed expectations. With greater than expected increases in solid waste fees throughout the jurisdiction, revenue is projected to be \$218,408.91 higher than budgeted. This is due to higher-than-expected earnings from the 5.4% Solid Waste Management Fee.

Expense:

Expenses are trending lower than budgeted due to four main factors:

- 1. Program consolidation and operational efficiencies as determined from the Management Review. Most notably in the categories of Business Outreach and SB 1383 where we are consolidating our work efforts has resulted in a projected savings of \$638,438.53 under budget.
- 2. Labor, where staffing gaps and not filling one position have resulted in projected savings of \$170,065.56 under budget.
- 3. Spending freeze carry over from the 2021/2022 budget year.
- 4. Deferred Capital Expense from FY 2021/2022 budget year.

3rd Quarter 2022-23 Budget Review

ord Quartor Police Po Budg			End of	
		Actual for	2022/2023	Variance
		Fiscal year	Estimates	Estimate
	Budget for	2022/2023 up	based on	Compared to
	2022/2023	to 3/31/2023	Actuals	Budget
REVENUE	\$4,184,074.00	\$2,747,981.86	\$4,402,482.91	\$218,408.91
Labor	1,075,858.00	694,443.06	903,792.34	(172,065.66)
Administration	300,795.52	195,078.82	242,655.01	(58,140.51)
LABOR AND ADMIN TOTAL	\$1,376,653.52	\$889,521.88	\$1,146,447.35	\$(230,206.17)
PROGRAMS				
SB 1383	801,580.00	245,342.33	537,885.06	(233,694.94)
HHW	956,492.00	351,224.08	789,087.93	(167,429.27)
Public Outreach	116,800.00	38,273.13	123,446.23	6,646.23
Classroom Outreach	151,203.00	55,348.49	83,022.74	(68,299.67)
Business Outreach	413,806.00	6,041.61	9,062.42	(404,743.59)
TOTAL PROGRAMS EXPENSE	\$2,439,881.00	\$696,229.64	\$1,542,504.38	\$(897,376.62)
TOTAL LABOR ADMIN AND				
PROGRAM EXPENSES	\$3,816,534.52	\$1,585,751.52	\$2,688,951.73	\$(1,127582.79)
TOTAL CAPITAL EXPENSES	\$385,843.00	\$ 0.00	\$ 0.00	\$(385,843.00)
TOTAL EXPENSES	\$4,202,377.52	\$1,585,751.52	\$2,688,951.73	\$(1,513,425.79)
NET TOTAL	\$(18,303.52)	\$1,162,230.34	\$1,713,531.18	\$1,731,834.70

The current year's budget is estimated to result in a favorable budget variance of \$1,731,834. In our Draft Budget and Spending plan for 2023/2024 we address the increase in revenue as well as efficiencies noted from the Management Review.

RECOMMENDATION:

That your Board discuss, receive, and file the third-quarter budget review.

FISCAL IMPACT:

Revenue: \$4.4 M Expense: \$ 2.7M Equity: \$3.8M

ATTACHMENTS:

None

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Barbara Aspernelson, Accountant

RE: Fiscal Year Budget 2023/2024 Revenue and Spending Plan Draft

BACKGROUND:

The San Luis Obispo County Integrated Waste Management Authority (IWMA) is continuing to focus on the mission of providing coordinated efforts to comply with state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education and technical support. This fiscal year, the IWMA continues to evaluate and refine the agency approach to meeting mandates of the state including those under SB 1383 and the 44 programs defined in the IWMA Integrated Waste Management Plan.

Under the Fiscal Year 2022/2023 Budget, the IWMA accomplished the following:

- Finalized the 2nd restated JPA Agreement
- Met substantial compliance with SB 1383, AB 1826, AB 341 and AB 939
- Completed the HF&H Management Review
- Published an RFP for School and Community Education Programs
- Published an RFP for Legal Services
- Published an RFP for Household and Business Hazardous Waste Services
- Established the Compost Rebate Program (SB 1383 Procurement Requirement)

The 3rd Quarter Budget Review indicated a revenue surplus in Fiscal Year 2022/2023. The unanticipated revenues were identified in the HF&H Management Review as being the result of at least three factors:

- 1) Increases in hauler revenue based on Countywide rate increases.
- 2) Program consolidation.
- 3) Operational efficiencies.

As a result of the overearning, Fiscal Year Budget 2023/2024 Revenue and Spending Plan (Revenue and Spending Plan) reflects a proposed temporary decrease in the IWMA's Solid Waste Management Fee (IWMA Fee) from 5.4% to 4.4%. The fee reduction will be

reflected on ratepayers garbage bills, will decrease earnings, and will better stabilize the agency's revenue-to-expense balance.

The Revenue and Spending Plan reflects the following focus areas for Fiscal Year 2023/2024:

- Achieve compliance with state mandates through minimum measures.
- Perform differed capital expense projects.
- Continue to identify and correct program gaps.
- Make necessary updates to IWMA policies and procedures.
- Conduct a cost of service fee analysis.

Per Budget Policy F-14, staff has developed the attached preliminary Revenue and Spending Plan for Board review.

Budget Assumptions:

The proposed Revenue and Spending Plan includes a reduction of operating expense as compared to the FY 2022/2023 budget as well as a temporary reduction of the IWMA Solid Waste Management Fee from 5.4% to 4.4%. The temporary reduction of the IWMA Fee will reduce total revenue, stabilizing the agency's budget.

Revenue and Expense Summary:

	Approved Budget FY 2022/2023	Estimated Actual FY 2022/2023	Draft Budget FY 2023/2024
Total Revenue	\$4,184,074	\$4,402,483	\$3,847,501
Operating Expenses			
Labor and Benefits	1,075,858	903,792	1,048,952
Administration	304,709	242,655	336,225
Programs and Outreach	2,323,081	1,542,504	1,895,591
Total Operating Expenses	\$3,703,648	\$2,688,951	\$3,280,768
Total Capital Expenses	\$385,843	\$ -	\$497,843
Change in Net Position	\$94,583	\$1,713,532	\$68,890

RECOMMENDATION:

Staff recommends your Board review and discuss the proposed Fiscal Year Budget 2023/2024 Revenue and Spending Plan and 1) give staff direction to return at the June meeting with the final Fiscal Year 2023/2024 Revenue Spending Plan and 2) direct staff to

provide an updated resolution to decrease the Solid Waste Management Fee from 5.4% to a temporary 4.4%, effective July 1, 2023.

FISCAL IMPACT:

Total Projected Revenue \$3,847,501 Total Projected Expenses \$3,778,611

ATTACHMENTS:

- A. Draft Fiscal Year Budget 2023/2024 Message
- B. Draft Fiscal Year Budget 2023/2024 Revenue and Spending Plan



BUDGET FISCAL YEAR JULY 1, 2023-JUNE 30, 2024

BOARD OF DIRECTORS

Jan Marx IWMA Board President City of San Luis Obispo

Robert Robert IWMA Board Vice President City of Grover Beach

> Charles Bourbeau Past-President City of Atascadero

Laurel Barton City of Morro Bay

Jim Guthrie City of Arroyo Grande

Scott Newton City of Pismo Beach Robert Enns Special Districts

John Hamon City of Paso Robles

STAFF MEMBERS

Peter Cron, Executive Director

Jordan Lane, Deputy Director

Barbara Aspernelson M.B.A., Accountant

Sasha Del Giorgio, Clerk of the Board

Ivonne Diaz, Program Manager

Michael Williams, Management Analyst

Linda Somers Smith, Legal Counsel

BACKGROUND

The San Luis Obispo County Integrated Waste Management Authority (SLO CO IWMA) was established in 1994 through a Joint Powers Agreement (JPA) between the County of San Luis

Obispo, the cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, San Luis Obispo, and the Special Districts of San Luis Obispo County. The JPA was formed to utilize the combined resources of the member jurisdictions to provide a cost-effective approach to compliance with the State's solid waste requirements as defined by the Integrated Waste Management Act of 1989, AB 939. The California Law requires all California cities, counties and approved regional solid waste management agencies to enact an Integrated Waste Management Plan (IWMP) and implement programs to divert 25 percent of their solid waste by 1995 and 50 percent by the year 2000 and every year thereafter.

Since inception, the SLO CO IWMA has provided support and technical assistance to its member jurisdictions to comply with the solid waste and recycling requirements of the IWMP. Required components of the IWMP include the Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and Nondisposal Facility Element (NDFE) for each jurisdiction in the county, as well as a Countywide Siting Element (SE) and Summary Plan (SP) for the county.

A second restated JPA was filed with the State of California on November 30, 2022, due to withdrawal of the County of San Luis Obispo's membership. The restated JPA includes membership of the cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, San Luis Obispo, and the 12 Special Districts of San Luis Obispo County that have solid waste authority. The map below shows the service areas of the member jurisdictions outlined in purple.

Mission:

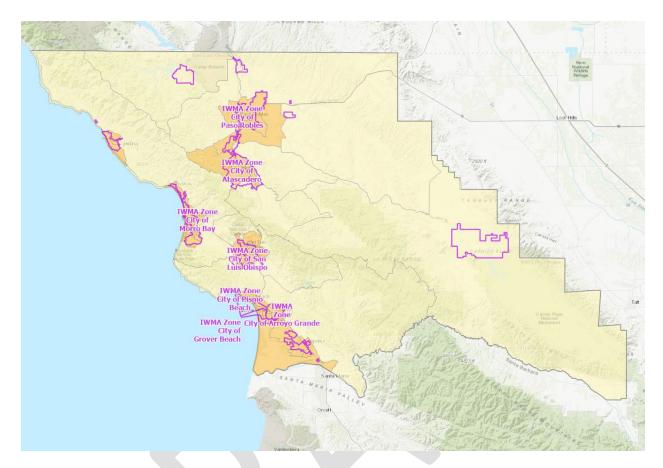
Our Mission is to provide coordinated efforts to comply with state waste and recycling policy on behalf of member agencies through practical, costeffective programs, education, and technical support.

Vision:

We will make continuous progress towards reducing waste in San Luis Obispo County.

Values:

Community Education Stewardship Cost-Effectiveness Transparency Professionalism



San Luis Obispo County has a total population of 282,181¹, approximately 215,000 (77%) live in the areas served by the SLO CO IWMA.

The IMWA continues to provide Household Hazardous Waste, Retail Take Back, Electronic Waste Collection and Curbside Used Motor Oil and Filter Disposal to the residents of the Unincorporated County through a Memorandum of Understanding between the County of San Luis Obispo and the SLO CO IWMA.

SLO COUNTY IWMA CORE OBJECTIVES

In 1989, AB 939 repealed the majority of Government Code 7.3 regulating solid waste management and provisions from the Health and Safety Code relating to garbage and refuse disposal and codified them in the Public Resources Code. The Act established an integrated waste management hierarchy to guide the California Integrated Waste Management Board (now CalRecycle) and local agencies in implementation of programs related to²:

- 1) source reduction,
- 2) recycling and composting, and
- 3) environmentally safe transportation and land disposal.

¹ Population taken from the U.S. Census Bureau data for year 2020.

² In order of priority established by CalRecycle.

Compliance is achieved by implementing programs identified in the SLO CO IWMA's SRRE. The IWMP, containing the SRRE, is reviewed and approved by CalRecycle every five years, most recently in 2021. The Plan identifies the following forty-four different programs that are reported on annually in the SLO CO IWMA Electronic Annual Report (EAR):

Component	Program Description
1. Composting	Commercial Organics Recycling
2. Composting	Residential Curbside Organics Collections
3. Composting	Residential Self-haul of organics
4. Composting	Commercial On-site Organics Collection
5. Composting	Commercial Self-haul of Organics
6. Composting	Food Waste Composting
7. Facility Recovery	Materials Recovery Facility
8. Facility Recovery	Landfill
9. Facility Recovery	Composting Facility
10. Facility Recovery	Alternate Daily Cover
11. Household Hazardous Waste	Electronic Waste
12. Household Hazardous Waste	Permanent Facility
13. Household Hazardous Waste	Mobile of Periodic Collection
14. Household Hazardous Waste	Waste Exchange
15. Household Hazardous Waste	Education Programs
16. Policy Incentives	Product and Landfill Bans
17. Policy Incentives	Economic Incentives
18. Policy Incentives	Ordinances
19. Public Education	Electronic
20. Public Education	Print (Radio, TV, Website, social media)
21. Public Education	Outreach (Technical Assistance, Presentations,
Field Trips)	
22. Public Education	Schools (Education and Curriculum)
23. Recycling	Commercial On-Site Pickup
24. Recycling	Special Collection Events
25. Recycling	Other Recycling
26. Recycling	Residential Curbside
27. Recycling	Residential Drop-Off
28. Recycling	Residential Buy-Back
29. Recycling	Commercial Self-Haul
30. Recycling	School Recycling Programs
31. Recycling	Government Recycling Programs
32. Recycling	Special Collection Seasonal
33. Source Reduction	Xeriscaping/Grasscycling
34. Source Reduction	Backyard and Onsite Composting
35. Source Reduction	Business Waste Reduction Programs
36. Source Reduction	Procurement

Government Source Reduction Programs

37. Source Reduction

38. Source Reduction	Material Exchange, Thrift Shops
39. Special Waste Materials	Sludge (sewage/industrial)
40. Special Waste Materials	Tires
41. Special Waste Materials	White Goods
42. Special Waste Materials	Scrap Metal
43. Special Waste Materials	Wood Waste
44. Special Waste Materials	Concrete/Asphalt/Rubble

The SRRE was first filed and approved by the State in 1991. There have been numerous amendments to California solid waste law over the past thirty-four years modifying responsibilities of local jurisdictions in meeting their IWMP requirements.

In September of 2016, the Governor signed SB 1383 into law, the most aggressive waste reduction law since AB 939. SB 1383 sets methane emission reduction goals. To achieve these goals, the State established the following waste diversion targets:

- 75% reduction of organics disposed in landfills from the 2014 level.
- 20% of edible food currently being disposed must be recovered for human consumption.

The SLO CO IWMA is responsible for meeting and maintaining these targets through programs.

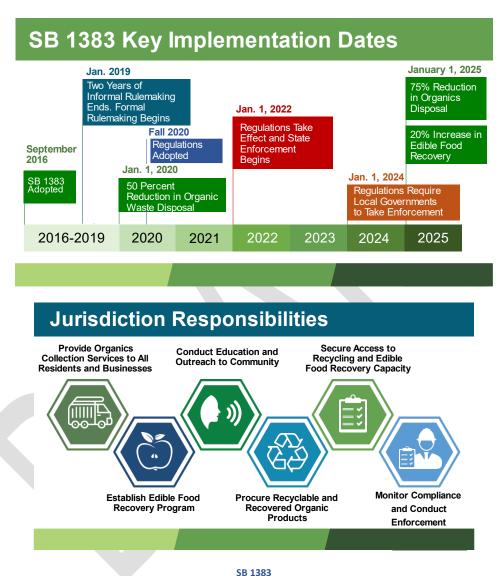


Two significant changes written into SB 1383 include:

- Local governments' responsibility for enforcement of the regulations or subjection to fines from CalRecycle.
- A change in definition of "Jurisdiction" to now include Special Districts with Solid Waste Authority.

While the State continues to define SB 1383, many of the regulations have been developed. Implementation and State enforcement of the regulations are underway. CalRecycle has moved half of their Local Assistance & Market Development staff to an enforcement branch in

anticipation of the additional workload. The new branch, Jurisdiction & Agency Compliance & Enforcement (JACE), will be reviewing information submitted through the EAR and identifying any program shortfalls. Their primary goal will be to make sure program gaps are addressed by jurisdictions. Failure to comply results in JACE referring the jurisdiction to the Office of Administrative Law for further enforcement action. JACE will be reviewing all waste diversion programs identified in both AB 939 and SB 1383.



The budget reflects programs identified in the SLO CO IWMA IWMP, ensuring that programs are properly funded and managed. The following budget document is the guide for the SLO CO IWMA, and an integral part of maintaining compliance in the most efficient and cost-effective manner.

San Luis Obispo County Integrated Waste Management Authority Revenue and Expenditures

	,	Approved Budget FY 2022/2023	imated Actual Y 2022/2023	Draft Budget FY 2023/2024		
Summary Report of Equity Beginning of the Year						
Designated Reserves	\$	1,300,000	\$ 1,300,000	\$ 1,300,000		
General Reserves		1,367,518	1,367,518	3,081,049		
Fund Balance Available						
Т	OTAL \$	2,667,518	\$ 2,667,518	\$ 4,381,049	•	
Analysis of Revenues						
Operating						
Landfill Tipping Fee Surcharge	\$	812,332	\$ 853,083	\$ 813,450		
Solid Waste Management Fee		3,093,266	3,158,805	2,652,840	4.4% SWMF	
Billing to Outside Agencies		80,415	187,359	185,450		
Hazardous Waste Programs		81,061	62,494	72,493		
Non-Operating						
Interest		36,000	36,308	36,308		
Grants		80,000	86,960	86,960		
Other		1,000	17,475			
Т	OTAL \$	4,184,074	\$ 4,402,483	\$ 3,847,501		
Analysis of Expenses						
Operating Expenses						
Labor and Benefits	\$	1,075,858	\$ 903,792	\$ 1,048,952		
Administration		304,709	242,655	336,225		
Programs and Outreach		2,323,081	1,542,504	1,895,591		
Ţ	OTAL \$	3,703,648	\$ 2,688,952	\$ 3,280,768		
Capital Expenses						
Project:Replacement Cycle	\$	51,843				
Project: 870 Osos Foundation		200,000		-		
Project: New San Miguel Facility		134,000		134,000		
Project: Move 2 HHW Facilities				363,843		
Т	OTAL \$	385,843	\$ -	\$ 497,843	•	
Summary Report of Equity End of the Year						
End of Year Designated Reserves	\$	1,300,000	\$ 1,300,000	\$ 1,300,000		
End of Year General Reserve Balance		1,462,101	3,081,049	3,149,939	Reserve Increased by	68,890
Т	OTAL \$	2,762,101	\$ 4,381,049	\$ 4,449,939	•	
Per Reserves Policy Reserve Amount Shoul	ld be: \$	1,022,372.75		\$ 944,652.80		

San Luis Obispo County IWMA Budget Overview: Fiscal Year 2023-2024 July 2023 - June 2024

Revenue		Total
400 Non_Operation Revenue		
4150000 Interest Revenue		36,308.00
4200105 Grants		86,960.00
Total 400 Non_Operation Revenue	\$	123,268.00
435- Operation Revenue		
4350200 CESQG Payment		25,196.00
4350235 Billings to Outside Agencies		185,450.00
4350820 Solid Waste Management Fee		2,652,840.00
4350825 Landfill Tipping Fee Surcharge		813,450.00
4350955 Retail Take Back Fees		42,297.00
4550065 Other		5,000.00
Total 435- Operation Revenue	\$	3,724,233.00
Total Revenue	\$	3,847,501.00
Expenses		
500- Salaries, wages, & Benefits		
5001210 Annual Wages		659,140.00
5001507 Taxes		53,693.00
5001522 Retirement Benefits		212,663.00
5001557 Workers Compensation Insurance		4,043.00
5001561 Employee Insurance Benefit		115,933.00
5001700 Cell Phone Stipends	\$	3,480.00
Total 500- Salaries, wages, & Benefits 5050 Services and Supplies	•	1,048,952.00
5050015 Advertising		34,000.00
5050070 Computer Software		68,103.00
5050075 Computer Hardware		13,640.00
5050085 Copy and Printing		80,440.00
5050095 Credit Card Fees		600.00
5050145 Hazardous Waste Disposal		697,793.00
5050160 Insurance Property and Liability		37,154.00
5050167 Rebates		125,000.00
5050169 Janitorial Services & Supplies		4,080.00
5050190 Building Maintenance		1,500.00
5050210 Maintenance-Equipment		12,000.00
5050255 Memberships		17,685.00
5050260 Mileage Rimbursement - Employee		3,000.00
5050265 Mileage Reimb-Nonemployee		9,629.00
5050280 Office Supply Expenses		5,000.00
5050290 Other Minor Equipment		182,920.00
5050310 County Services		8,695.00
5050320 Legal		90,000.00
5050335 Postage		9,548.00 225,007.00
5050340 Contracted Services		
5050362 Public Outreach & Education 5050370 Trainings and Seminar Registration		481,500.00 13,036.00
5050370 Trainings and Senimal Registration 5050380 Rent and Lease Expense		34,683.00
5050425 Board of Directors Stipends		13,200.00
5050430 Special Dept Exp		40,000.00
5050440 Telephone and Internet		6,440.00
5050450 Travel		10,000.00
5050475 Utilities		5,000.00
Total 5050 Services and Supplies	\$	2,229,653.00
515- 515-Lease Expenses		
5153400 Lease Amortization Expense		2,105.00
5160400 Interest Expense		59.00
Total 515- 515-Lease Expenses	\$	2,164.00
550 Capital Outlay		
5500092 Capital Outlay Building		438,000.00
5500093 Capital Outlay Equipment		59,843.00
Total 550 Capital Outlay	\$	497,843.00
Total Expenses	\$	3,778,612.00
Change in Net Position	\$	68,889.00

San Luis Obispo County IWMA Budget Overview: Fiscal Year 2023-2024Program Breakout July 2023 - June 2024

	Administrat	ion	Battery O	Business utreach (No SB1383)	n. Capital Outla	ıy C		Classroom Education		bside Pickup	Electronic Device Disposal	ннw	TAG		Public Outreach		il Take ack	SB 1383	TOTAL
Income																			<u>.</u>
400 Non_Operation Revenue																			\$ 0
4150000 Interest Revenue	\$ 36	,308																	\$ 36,308
4200105 Grants								\$ 48,229		38,731									\$ 86,960
Total 400 Non_Operation Revenue	\$ 36	,308 \$	0 \$	5	0 \$	0 \$	0	\$ 48,229	\$	38,731	\$ 0	\$ 0	\$	0 \$	0	\$	0 \$	0	
435- Operation Revenue																			\$ 0
4350200 CESQG Payment						\$	25,196												\$ 25,196
4350235 Billings to Outside Agencies												185,450							\$ 185,450
4350820 Solid Waste Management Fee	\$ 2,652 \$ 813																		\$ 2,652,840 \$ 813,450
4350825 Landfill Tipping Fee Surcharge 4350955 Retail Take Back Fees	\$ 813	,450														s	42,297		\$ 813,450 \$ 42,297
4550065 Other		s	2,500								\$ 2,500					Þ	42,281		\$ 5,000
Total 435- Operation Revenue	\$ 3,466	,290 \$			0 \$	0 \$	25.196) S	0		\$ 185,450	•	0 S	0	•	42,297 \$	0	
Total Income		.598 \$				0 \$	25,196			38,731				0 \$	0		42,297 \$	0	
Gross Profit	,	,598 \$				0 \$	25,196	,		38,731				0 \$	0		42,297 \$		
Expenses	,		,				.,			, .							,		
500- Salaries, wages, & Benefits																			\$ 0
5001210 Annual Wages	\$ 659	,140																	\$ 659,140
5001507 Taxes	\$ 53	,693																	\$ 53,693
5001522 Retirement Benefits	\$ 212	,663																	\$ 212,663
5001557 Workers Compensation Insurance		,043																	\$ 4,043
5001561 Employee Insurance Benefit	\$ 115	,933																	\$ 115,933
5001700 Cell Phone Stipends	\$ 3	,480																	\$ 3,480
Total 500- Salaries, wages, & Benefits	\$ 1,048	,952 \$	0 \$	3	0 \$	0 \$	0	\$ (\$	0	\$ 0	5 0	\$	0 \$	0	\$	0 \$	0	\$ 1,048,952
5050 Services and Supplies																			\$ 0
5050015 Advertising														\$	34,000				\$ 34,000
5050070 Computer Software		,325												\$	5,388		\$	47,390	
5050075 Computer Hardware		,640																	\$ 13,640
5050085 Copy and Printing	\$ 5	,440	\$	25,00	0												\$	50,000	
5050095 Credit Card Fees		_				\$	600												\$ 600
5050145 Hazardous Waste Disposal		\$	61,800			\$	26,649		\$	26,000	\$ 51,082	\$ 486,119				\$	46,143		\$ 697,793
5050160 Insurance Property and Liability 5050167 Rebates	\$ 37	,154															s	125,000	\$ 37,154 \$ 125,000
5050169 Janitorial Services & Supplies	s 4	080															\$		\$ 125,000 \$ 4,080
5050190 Building Maintenance		,500																	\$ 1,500
5050210 Maintenance-Equipment	ş 1	,500										\$ 12,000							\$ 1,500
5050255 Memberships	S 17	685										12,000							\$ 17,685
5050260 Mileage Rimbursement - Employee	s	500															s	2,500	
5050265 Mileage Reimb-Nonemployee								\$ 5,682	2								s	3,947	
5050280 Office Supply Expenses	\$ 5	,000																	\$ 5,000
5050290 Other Minor Equipment			s	44,50	0			\$ 5,000	\$	8,420							\$	125,000	\$ 182,920
5050310 County Services	\$ 8	,695																	\$ 8,695
5050320 Legal	\$ 90	,000																	\$ 90,000
5050335 Postage	\$	188															\$	9,360	\$ 9,548
5050340 Contracted Services	\$ 66	,278	\$	51,50	0	\$	13,032		\$	5,472	\$ 4,400			\$	31,250	\$	53,075		\$ 225,007
5050362 Public Outreach & Education			\$	226,50	0			\$ 65,000)					\$	40,000		\$	150,000	
5050370 Trainings and Seminar Registration		,036																	\$ 13,036
5050380 Rent and Lease Expense		,901										6,782					\$	7,000	
5050425 Board of Directors Stipends	\$ 13	,200																	\$ 13,200
5050430 Special Dept Exp													\$ 40,0	000					\$ 40,000
5050440 Telephone and Internet 5050450 Travel		,440 .000																	\$ 6,440 \$ 10,000
5050475 Utilities		,000	61,800 \$	347,50		0 \$		\$ 75,682		39,892	\$ 55,482	\$ 504,901		000 \$	110,638	_	99,218 \$	520,197	\$ 5,000 \$ 2,229,653
Total 5050 Services and Supplies	\$ 334	,062 \$	61,800 \$	347,50	0 \$	0 \$	40,281	5 75,682	: \$	39,892	\$ 55,482	5 504,901	\$ 40,0	000 \$	110,638	\$	99,218 \$		\$ 2,229,653 \$ 0
515- 515-Lease Expenses 5153400 Lease Amortization Expense	\$ 2	,105																	\$ 2,105
5160400 Interest Expense	\$ 2	58																	\$ 2,103
Total 515- 515-Lease Expenses		,163 \$	5 0 \$		0 \$	0 \$	0 :	\$ () \$	0	\$ 0	\$ 0	\$	0 \$	0	\$	0 S	0	
550 Capital Outlay	•	,	,		• •	• •	•	,	•		•		•	• •	•	•	• •		\$ 0
5500092 Capital Outlay Building					\$ 438,0	00													\$ 438,000
5500093 Capital Outlay Equipment					\$ 59,8														\$ 59,843
Total 550 Capital Outlay	\$	0 \$	0 \$	3	0 \$ 497,8	43 \$	0	\$ (\$	0	\$ 0	5 0	\$	0 \$	0	\$	0 \$	0	\$ 497,843
Total Expenses	\$ 1,385	,177 \$	61,800 \$	347,50			40,281	\$ 75,682	: \$	39,892	\$ 55,482	504,901	\$ 40,0	000 \$	110,638	\$	99,218 \$	520,197	
Net Operating Income		,421 -	\$ 59,300 -	\$ 347,50	0 -\$ 497,8	43 -\$	15,085	\$ 27,453	-\$	1,161	-\$ 52,982	\$ 319,451	-\$ 40,0	000 -\$	110,638	-\$	56,921 -\$	520,197	\$ 68,890
Net Income	\$ 2,117	,421 -	\$ 59,300 -	\$ 347,50	0 -\$ 497,8	43 -\$	15,085	\$ 27,453	-\$	1,161	-\$ 52,982	\$ 319,451	-\$ 40,0	000 -\$	110,638	-\$	56,921 -\$	520,197	\$ 68,890

		Actual	Actual	Current Budg	get Estimated Actuals	Next Budget		Future Budget	Future Budget	
GL Numbi GL Account Name	IO Name Further Detail	FY 2020/2021	FY 2021/2022	FY 2022/202	3 FY 2022/2023	FY 2023/2024	Notes	FY 2024/2025	FY 2025/2026	
Total Operating Revenue	10 Mario Botan	\$ 1.183.205.42		\$ 4.067		3,724,233	_	\$ 3,835,959.99	\$ 3,951,038.79	
4150000 Interest Revenue	Revenue	26,818.21	11,823.55	\$ 36	000 36,308	36,308	2	\$ 37,397.24	\$ 38,519.16	
4200105 State Aid-St Awarded Grants	Revenue	133,535.00	475,944.00		000 86,960	86,960	2	\$ 89,568.80	\$ 92,255.86	
4550000 Other Revenue	Revenue	5,935.00	1,575.57		- 000					
4550055 Sale-Fixed Assets	Revenue			\$						
4550065 Other Reimbursements Total Non-Operating Revenue	Revenue TOTAL	5,895.13 \$ 86,635.11	626.10 \$ 489,969.22	\$ \$ 117.	000 123,268	123,268		\$ 126,966.04	\$ 130.775.02	
** TOTAL REVENUE	TOTAL	\$ 1,269,840.53	\$ 2,348,413.51	\$ 4,184.		3,847,501		\$ 3,962,926.03	\$ 4,081,813.81	
5001210 Regular Hours-Permanent	Labor	380,738.00	499,694.82	\$ 689		659,140	3		699,282.14	•
5001507 Payroll Taxes	Labor	78,616.00	41,544.70		188 58,340		3	55,303.38	56,962.48	
5001700 Cell Phone Stipend	Labor	2,938.00	2,638.50		158 3,152		3		3,691.93	
5050035 Auto Allowance	Labor	5,399.84	450.00					-	-	
5001561 Employee Health Coverage	Labor	61,370.00	97,327.60	\$ 113		115,933	3		122,993.15	
5001557 Work Comp Insurance	Labor		2,485.26		913 3,446	4,043	1	4,164.29	4,289.22	
5001522 Retirement	Labor	147,034.00	108,411.98	\$ 209		212,663	3	219,042.84	225,614.12	
* 500 - SALARIES, WAGES & BENEFITS		\$ 676,095.84	\$ 752,552.86	\$ 1,075	858 903,792	1,048,952		\$ 1,080,420.43	\$ 1,112,833.04	
5050015 Advertising	Sub Total	81,112.10	38,023.10	\$	- 24	34,000	1	35,020.00	36,070.60	
5050045 Cell Phone Charges	Sub Total	2,927.74	2,532.19	\$	-	-		-		
5050055 Clothing and (Safety Equipment)	Sub Total	13.04	· -	\$	-	-		-	-	
5050065 Common Carrier Chargers	Sub Total	-	(0.38)		-	-		-	-	
5050070 Computer Software	Sub Total	14,198.13	69,809.71	\$ 89		68,103		70,146.09	72,250.47	
5050075 Computer Equipment	Sub Total	8,584.87	1,416.22		141 7,289	13,640		409.20	421.48	
5050085 Copying-Printing	Sub Total	4,964.80	6,051.60		700 30,039	80,440	2	82,853.20	85,338.80	
5050095 Credit Card Fees	Sub Total	811.16	655.08		800 603	600		618.00	636.54	
5050145 Hazardous Waste Disposal 5050160 Insurance	Sub Total Sub Total	581,128.11 26,281.91	526,654.93 24,427.68	\$ 742 \$ 33	831 532,406 323 33,538	697,792 37,154		671,199.71 38,268.62	691,335.70	
5050167 Rebate	Sub Total Sub Total	20,281.91	24,427.00	\$ 125		125,000		125,000.00	39,416.68 125.000.00	
5050167 Repare 5050169 Janitorial Supplies	Sub Total	3,018.40	3,806.57		080 3,832	4,080		4,202.40	4,328.47	
5050190 Maint Contracts	Sub Total	3,912.31	5,381.34		500 1,500	1,500		1,545.00	1,591.35	
5050210 Maintenance-Equipment	Sub Total	6,761.62	25,558.55		524 12,702	12,000		12,360.00	12,730.80	
5050220 Maintenance Structures	Sub Total	-	5,594.00	\$		-		-	-	
5050255 Memberships	Sub Total	10,733.66	11,017.30	\$ 19	917 7,647	17,685		18,215.55	18,762.02	
5050260 Mileage Reimb-Co Employee	Sub Total	607.07	563.56		100 472	3,000		3,090.00	3,182.70	
5050265 Mileage Reimb-Nonemployee	Sub Total	1,830.16	6,817.36		000 11,438	9,629		9,917.99	10,215.53	
5050269 Misc Expense	Sub Total	5,399.84	44,670.00	\$ 214						
5050280 Office Expense	Sub Total	13,238.60	4,857.77		000 4,323	5,000	_	5,150.00	5,304.50	
5050290 Other Minor Equipment 5050310 Other Purch Svc-Co Agency	Sub Total Sub Total	55,783.66 7.693.00	24,707.56 7.770.00		540 157,291 000 8.073	182,920 8.695	2	188,407.60 8.955.85	194,059.83 9.224.53	
5050310 Ottler Fulch Svc-Co Agency 5050320 Outside Legal Counsel Srv	Sub Total	117,702.01	160,063.30	\$ 120		90,000		92,700.00	9,224.53	
5050335 Postage	Sub Total	600.40	3,025.43		500 1,714	9,548		9,834.79	10,129.83	
5050340 Prof & Spec Svcs	Sub Total	587,032.19	548,860.82	\$ 1,204		225,007		231,756.91	238,709.61	
5050360 Publication & Legal Notices	Sub Total	517.59	-	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		-		-	-	
5050362 Public Outreach & Education	Sub Total	256,929.28	298,430.76	\$ 151	203 80,326	481,500		495,945.00	510,823.35	
5050370 Registratn,Semnr,Trn	Sub Total	2,950.00	5,120.00		200 4,727	13,035		13,425.93	13,828.70	
5050380 Rental/Lease Costs	Sub Total	5,400.00	(5,959.00)		268 39,920	34,683		35,723.83	36,795.55	
5050400 Rents & Leases-Equipment	Sub Total	10,692.96	4,475.04	\$	-	-		-	-	
5050405 Rents&Leases-Struc	Sub Total	4,182.67	16,818.65	\$		-		-	-	
5050410 Safety Equipment 5050425 Board of Directors Stipened	Sub Total Sub Total	1,234.94 7.199.00	12,300.00		000 916 200 13,950	13.200		42 500 00	14.003.88	
5050430 Special Department Expense	Sub Total	27,850.00	12,300.00	Ф 13,	200 13,950	40,000		13,596.00 40,000.00	40,000.00	
5050440 Telephone	Sub Total	4,851.87	4,602.14	\$ 6.	240 5,767	6,440		6,633.20	6,832.20	
5050450 Travel Expenses	Sub Total	- 1,001.01	2,277.57		500 2,811	10,000		10,300.00	10,609.00	
5050475 Utilities-Other	Sub Total	2,135.29	3,819.67		000 1,673	5,000		5,150.00	5,304.50	
5100030		892.62		I		, , , , , , , , , , , , , , , , , , , ,		-	-	
5100080		388.78		l				-	-	
5100190		2,570.57		I				-	-	
5102010		359.31						-	-	
* 505-510 - SERVICE AND SUPPLIES		1,862,489.66	1,864,148.52			2,229,652		2,230,424.86		-26%
* 515- Lease Expenses Total * 550 - CAPITAL OUTLAY (Modified)	SubTotal	¢	\$ 24,345.00 \$ -	\$ \$ 385.	- \$ - 843 \$ -	2,164 497,843		\$ - \$ -	\$ - \$ -	
** TOTAL EXPENSE	SubTotal	\$ 2,538,585.50			381 \$ 2,688,952	3,778,610		\$ 3,310,845.29	\$ 3,405,220.65	-15%
*** TOTAL Change in Net Position		\$ (1,268,744.97)			307) \$ 1,713,531	68,891		\$ 652,080.74		.57

Labor and Services \$ 3,278,604

Notes: 1 2 3 3.1 3.2 3.3 4 5

Based on a quote Received
Based on past years
Based on past years with a % increase
Management Fee reduced to 4.4% Gross Receipts Received
Assuming Landfill usage remains constant
CESQG Rev. is cost recovery for actual disposal from Businesses HHW disposal is going to increase as much as 20%
The Amended Lease makes this lease a short term lease as the fully executed terms are 1 year.
Copier lease End May of 2024

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Jordan Lane, Deputy Director

RE: Proposal Selection for Regional Hazardous Waste Programs

Management

BACKGROUND:

The San Luis Obispo Integrated Waste Management Authority (IWMA) is currently operating under a contract with Clean Earth Environmental Solutions, Inc. (formerly Stericycle, formerly Century Environmental Management, LP) which is set to expire on June 30, 2023. There have been three amendments to the contract per the following history of events:

Agreement	Effective Date	Changes Made				
Original Agreement	May 8, 2013					
Amendment Number One	November 12, 2014	Scope and Rate				
Amendment Number Two	March 11, 2015	Scope and Rate				
Amendment Number Three	September 13, 2017	Term Extension - 5 Years				

As a measure of government transparency, the IWMA Executive Committee approved a Request for Proposals (RFP) for Regional Hazardous Waste Programs Management on March 27, 2023. The motion permitted the Executive Director to release the RFP and review and rank proposals to bring back to the full IWMA Board for final selection and contract reward. The RFP was published on the IWMA website on March 29 and closed on April 28, 30 days later. A non-mandatory pre-proposal phone conference was held on April 13. Existing contractor Clean Earth Environmental Solutions, Inc. (Clean Earth) and prospective contractor Clean Harbors Environmental Services, Inc. (Clean Harbors) submitted proposals by the April 28 deadline.

On May 4, 2023, a panel comprised of the IWMA Executive Director, IWMA Deputy Director, and IWMA Clerk of the Board reviewed and rated the proposals based on the following criteria established in the RFP.



Each proposal was reviewed critically by the three internal panelists. As established in the RFP, the greatest weight was assigned to the category "Budget, Retainer, and Rates". Scores under each criteria were averaged and the averages were combined for final ratings.

The final results of the rankings yield Clean Earth as the higher ranking proposal. Cost differentials in labor and disposal between the two proposals had the greatest impact to rankings.

CRITERIA SCORES	WEIGHT	Clean Earth	Clean Harbors
1. QUALIFICATIONS OF CONTRACTOR AND PERSONNEL	0.25	2.75	2.58
2. TECHNICAL WORKPLAN	0.25	3.08	3.17
3. CUSTOMER SERVICE PLAN	0.15	1.95	1.85
4. BUDGET AND/OR RATES	0.35	4.20	2.10
OVERALL SCORE	1.00	11.98	9.70

Should the recommendation be approved, contract negotiations will take place between Clean Earth and the IWMA with an anticipated effective date of July 1, 2023.

RECOMMENDATION:

Staff recommends that your Board approve contractor Clean Earth, authorize the Executive Director to negotiate a contract award on behalf of the IWMA Board and authorize the Board President to sign and execute the contract.

FISCAL IMPACT:

The recommended action does not create a direct fiscal impact. The final scope and cost of work will be negotiated with the selected contractor under the proposed terms. The most recent three months of invoicing from Clean Earth reflect an average monthly cost of

\$38,040.47. Based on the proposals, staff anticipates that costs for HHW Management will increase by at least 20% in Fiscal Year 2023/2024.

ATTACHMENTS:

- A. Clean Earth Proposal
- B. Clean Harbors Proposal

CleanEarth

PROPOSAL HOUSEHOLD & HAZARDOUS WASTE SOLUTIONS



Created for:

San Luis Obispo County

RFP: Regional Hazardous Waste Programs Management

Closing Date: April 28, 2023, 3:00 PM PST

Submitted by: Jennifer Wagner Sr Regional Account Manager, HHW e JWagner@harsco.com t 714-714-8596 This page has been intentionally left blank

TABLE OF CONTENTS

Table of Contents	i
Cover Letter	1
Qualifications of Contractor and Personnel	2
Company Information	2
Key Personnel	9
Training Requirements	16
Licenses and Registration	17
Permits and Certifications	17
Organizational Chart	18
Technical Workplan	19
On-site Procedures	19
Scope of Services	23
Receiving HHW from the Public	23
Management of Hazardous Waste	27
Receiving Hazardous Waste from Businesses	34
Retail Take Back Collection Program	34
Refurbish PHHWCF	35
Management/Technical Expertise Services	35
Miscellaneous Labor and Transportation	35
Equipment and Supplies	36
Information Collection	37
Sample Invoice and Reports	37
Certificate of Insurance	37
Identify Existing and Potential Conflicts of Interest	38
Client References	39
Customer Service Plan	41
Budget, Retainer, and/or Rates	42
Disclosure of Litigation	47
Additional Information	49
Exceptions	60
Appendix A – Training Certificates	A-1
Appendix B - Permits & Licenses	B-1

Appendix C– Sample Invoice & Reports	C-1
Appendix D– Certificate of Liability Insurance	D-1



COVER LETTER

April 28, 2023

San Luis Obispo County IWMA 870 Osos Street San Luis Obispo, CA 93401 Via email: jlane@iwma.com

Re: Regional Hazardous Waste Programs Management

Dear Evaluation Committee,

As one of the largest providers of Household Hazardous Waste (HHW) services in the country, Clean Earth Environmental Solutions, Inc. (Clean Earth) stands ready provide the highly experienced personnel, innovative problem-solving solutions and exceptional customer service necessary to skillfully manage the Household Hazardous Waste Transportation and Disposal for San Luis Obispo County Integrated Waste Management Authority (IWMA).

A successful HHW collection program requires an environmental services partner that can provide trust, confidence, and collaboration while maintaining a high level of service to the IWMA and the extensive number of residents it serves. Fortunately, we have 34 years of experience doing just that, including 10 years servicing IWMA. Our proven team of experts, expansive infrastructure and decades of HHW experience positions Clean Earth to exceed the IWMA's environmental services requirements and deliver results. We are confident Clean Earth has both the specific experience and corporate qualifications necessary to successfully service the IWMA's HHW program.

The importance of having confidence in your contractor's ability to run an efficient, safe, and customer service-oriented operation cannot be overstated. As a services company we distinguish ourselves from our competitors by providing unparalleled service quality, which we use as the primary indicator of a program's success and efficiency. While many of our competitors in the hazardous waste disposal industry are comparable in the technology that is available and the cost to provide disposal, it is service that distinguishes providers.

The enclosed proposal response is submitted in accordance with stated requirements. We appreciate your consideration of Clean Earth as a partner and service provider. During the proposal evaluation period, if you have any questions about out proposal, please contact Jennifer Wagner, Sr Regional Account Manager HHW, at 714-714-8596 or jwagner@harsco.com.

Sincerely,

Jennífer Wagner

Jennifer Wagner, Sr Regional Account Manager HHW Clean Earth Environmental Solutions, Inc.



QUALIFICATIONS OF CONTRACTOR AND PERSONNEL

Company Information Clean Earth Corporate Information

Legal Name: Clean Earth Environmental Solutions, Inc.

Address: 933 First Avenue, Suite 200

King of Prussia, PA 19406

Phone Number: (717) 763-7064

Type of Entity: Corporation

Date of Incorporation: July 13, 2010

Company Size: 2600 Employees

Provided below are all entities Clean Earth proposes to handle waste collected from the IWMA program.

Disposal Facilities

Legal Operating Name	Address
AERC (a Clean Earth company)	30677 Huntwood Ave.
	Hayward, CA 94544
AERC (a Clean Earth company)	2591 Mitchell
	Allentown, PA 18103
Clean Earth – Avalon	405 Powell St.
Chemical Reclamation Services, LLC	Avalon, TX 76623
Clean Earth – Fernley	2095 Newlands Dr. E
21st Century Environmental	Fernley, NV 89408
Management of Nevada, LLC	
Clean Earth – Inglewood	425 Isis Avenue
Rho Chem, LLC	Inglewood, CA 90301
Clean Earth of Morgantown	1750 Morgantown Industrial Pk.
	Morgantown, WV 26501
Clean Earth – Kent	20245 77th Ave. South
Burlington Environmental LLC	Kent, WA 98032
Clean Earth – Tacoma	1701 E. Alexander Ave
Burlington Environmental LLC	Tacoma, WA 98421
Battery Solutions (Cirba Solutions)	618 East Auto Ctr Dr. Suite 111
	Mesa, AZ 85204
Cylinder Depot (fka UCE)	2600 Commercial Rd
	Centralia, WA 98531
DeMenno Kerdoon (World Oil)	2000 N Alameda St
	Compton, CA 90222
Lighting Resources	805 E. Francis Street
	Ontario CA 91761
Rineco	819 Vulcan Rd.
	Benton, AR 72015
US Ecology Nevada	P.O. Box 578
	Beatty, NV 89003
Yuma YES, LLC	2730 E 13 th St
	Yuma, AZ 85365



Service Center

Transportation

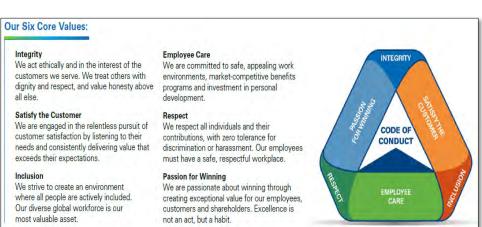
Labor

Legal Operating Name	Address
Pomona, LP	2490 W Pomona Blvd
	Pomona, CA 91768
Clean Earth Specialty Waste	2850 100 th Ct NE
Solutions, Inc.	Blaine, MN 55449
CaTrans	9763 Meadowood Dr
	Rancho Cucamonga, CA 91737
IQ Personnel	8039 Painter Ave, #200
	Whittier, CA 90602

Company Description

On April 6, 2020 Harsco, Inc. completed the acquisition of Stericycle Environmental Solutions, Inc. Harsco integrated Stericycle Environmental Solutions with its Clean Earth business to create one of the premier providers of hazardous and specialty waste services in the country. All of the employees, facilities and resources that comprised Stericycle Environmental Solutions were included in the acquisition, which ensured minimal disruption of services to existing clients and maintained capabilities and experience expected by new customers. Since the acquisition Stericycle Environmental Solutions, Inc. has been operating as Clean Earth Environmental Solutions, Inc.

As the cornerstone of our shared culture, our Core Values reflect our overarching purpose as a business and guide employee behaviors and decisions.



For 34 years Clean Earth has delivered reliable, safe, and cost-effective waste management

services to solid waste districts, school systems, municipalities, and businesses in California, as well as throughout the United States. Clean Earth provides service to over 10,000 unique clients in all 50 states. The scope of services for individual clients ranges from simple transportation and disposal to

34 years of Hazardous Waste Management Experience



full turnkey management of wastes. We customize our service offering to the requirements specified.

The primary focus of Clean Earth after source reduction is beneficial reuse and recycling, with a wide range of options designed to maximize value while protecting valuable resources. Clean Earth works with each of its clients to provide the most effective solutions for their waste disposal requirements while remaining focused upon overall cost reduction.

Clean Earth has the expertise and properly trained and qualified staff to manage hazardous materials to final disposal in accordance with all local, state, and federal regulations. Clean Earth employees are trained per the requirements of OSHA 1910.120 Hazardous Waste Operations and Emergency Response. They are also trained in accordance with Federal DOT requirements for the preparation and transportation of hazardous materials, and in EPA Hazardous Waste Management requirements.



Clean Earth is consistently recognized as one of the largest specialty waste companies in the United States through well-known industry publication Top Lists. The breadth and depth of our experienced team, technology, and customized solutions enables us to safely manage, recycle, and properly dispose of millions of tons of waste every year to keep our customers compliant and our planet clean.

Our vast portfolio of technologies and services touches nearly every industry that generates waste including energy, infrastructure, commercial, industrial, retail, and healthcare markets. With the largest TSDF network in the country, it is our unique capability of providing a one-source, full-service solution to handle multiple waste streams from a single customer. Our processes are detailed, our due diligence is tireless, and our results provide unmatched recycling and disposal solutions for our customers with the utmost in customer service.



Permitted Facilities

Clean Earth operates one of the largest and most comprehensive networks of TSDFs supporting the critical operational logistics required to service clients such as the IWMA. Our TSDFs are specifically designed to help clients reduce short- and long-term risk through the effective treatment, recycling, and minimization of waste. This allows Clean Earth clients to use the most suitable treatment/disposal solution for each type of waste they generate.



Clean Earth provides turnkey services for the recycling, treatment, incineration, landfill, or energy-recovery from every Clean Earth TSDF facility through internal processes or a managed third-party disposal process. Our company owned TSDFs are EPA certified and hold all applicable licenses and permits.

The primary focus of Clean Earth after source reduction is beneficial reuse and recycling, with a wide range of options designed to maximize value while protecting valuable resources. Clean Earth works with each of its clients to provide the most effective solutions for their waste disposal requirements while remaining focused upon overall cost reduction.

Permitted Fleet

Clean Earth owns and operates a fleet of over 500 specialized, permitted trucks to help customers handle any waste disposal need. Our broad range of truck sizes and configurations allows for compliant, efficient, and safe transport and disposal of any quantity of hazardous or non-



hazardous waste. The fleet also includes: Box trucks, vans, Semi- trailers, vacuum tankers, stake bed trucks, railcars and intermodal (road and rail) vehicles, sprinter vans, and roll-offs.

Relevant Experience

Our HHW Services Group is a distinct business line within Clean Earth Environmental Solutions and is responsible for all HHW, CESQG, and agricultural pesticide management programs throughout the United States. This service group strives to provide superior management services of HHW collection programs. We provide the following to our HHW-related clients:

- Dedicated staff with minimal turnover
- Waste management hierarchy that strives for the highest level of sustainability
- Consultation and on-site services that teach and demonstrate regulatory compliance and environmental health, and safety
- Technical and account management services available 24 hours a day, seven days a week (24/7)

With Clean Earth you have an HHW team that provides knowledgeable, safe, and effective program management which will ensure seamless, efficient, and effective services to the IWMA's Household Hazardous Waste Program. Clean Earth has the experience and track record to manage large, multifaceted HHW programs generating more than a half-million pounds annually by employing a variety of collection methods. We also have experience and expertise to support multiple clients' load check, door-to-door, recycling events, and permanent collection facility operations. Along with this experience, Clean Earth offers an in-house transportation fleet consisting of a wide range of trucks to handle materials in bulk or packaged and designed to transport small to large quantities.

We offer of clients the following environmental services:

- Environmental and Waste Services Complete fixed and mobile HHW services, treatment, storage, and disposal of hazardous and non-hazardous industrial by-products; wastewater treatment; and site remediation
- <u>Transportation Services and Supplies</u> In-house portal-to-portal transportation of hazardous and non-hazardous waste; and roll-off box and vacuum truck rentals
- Emergency Response Services Rapid response availability 24/7 to respond to spills, leaks, ruptures, and derailments on land and water
- On-Site Services On-site labor and waste management services for HHW and business waste generators



Clean Earth supports the efforts of the IWMA to divert waste to recycling and reuse by reviewing alternate local resources, take it back partnerships and product stewardship programs. Our network of TSDFs focuses on sustainable waste management emphasizing recycling, reuse, treatment, and risk reduction.

Clean Earth has been awarded many HHW contracts held previously by some of our competitors by delivering excellent customer service at a competitive price. We are an experienced HHW contractor and the preferred provider for many established and long-running HHW program customers nationwide.

Our turnkey services include full-time, on-site employee(s) to identify, profile, segregate, store and package waste, perform audits of waste storage areas, transport & dispose of waste and collaborate with clients to implement waste reduction and sustainability strategies. As a business-to-business service provider, Clean Earth works with clients to develop comprehensive solutions that improve employee and customer safety, ensure regulatory compliance, and minimize environmental impact while protecting brands.

The primary focus of Clean Earth after source reduction is beneficial reuse and recycling, with a wide range of options designed to maximize value while protecting valuable resources. Clean Earth works with each of its clients to provide the most effective solutions for their waste disposal requirements while remaining focused upon overall cost reduction.

Our history of managing HHW Programs dates back to 1989, when it was owned by a predecessor entity. Since our original program designs, we have grown to be a premier HHW contractor in North America by developing a team of professionals with unmatched industry experience.

Our experience includes full management of HHW, Conditionally Exempt Small Quantity Generator (CESQG) and agricultural pesticide management programs throughout the United States. Our HHW program capabilities include the following:

Permanent Facility Operations	Waste Management
CESQG Programs	Electronics Collection and Recycling
Mobile Collection Events	Hotline and Appointment System
Door-to-Door Collections	Program Planning
Sharps Program	Community Education/Outreach
Transportation	Training



Years in Business Under Present Name and Prior Business Names

No. of Years: 34 years

Prior Business names include:

- Stericycle Environmental Solutions, Inc.
- Stericycle Specialty Waste Solutions, Inc. (Transporter)
- PSC Environmental Services, LLC
- Philip Environmental Services Corporation

Primary Contact Information

Name: Jennifer Wagner

Title: Sr Regional Account Manager, HHW

Email Address: JWagner@harsco.com

Phone Number: 714-714-8596 **Fax Number:** 909-598-0041



Key Personnel

Clean Earth is a respected industry leader because of our industry-leading people with decades of environmental/hazardous waste management experience. Our personnel have an in-depth understanding of compliance issues on local, regional, and national basis. Regardless of position, these personnel are customer-focused, safety-conscious, and performance-driven.

If awarded the contract to continue service the IWMA's HHW program, Clean Earth will dedicate a service team to support the smooth, efficient operation of the program. This service team includes both an administrative and operational branch. Many of these personnel are already familiar with the IWMA's staff and its household hazardous waste program operations.

All involved employees have a minimum of forty (40) hours off-site hazardous waste operations training in accordance with the Cal OSHA standards, 29 CFR 1910.120. Additionally, they will meet the training requirements of 49 CFR 172.700. Through Clean Earth's mentoring program, new employees are teamed with experienced field personnel for on-the-job training. This training program ensures that all staff provided to the IWMA's program are prepared to perform the required tasks for HHW collection, consolidation, and effective facility operation, including emergency response, spill clean-up, and securing wastes during inclement weather and disasters.

Employee training certificates will be kept on-site during each collection event with the site-specific Operations, Health & Safety, and Contingency Plan. Records are continuously updated as staff members are added or removed from the program and as each employee update his or her training certificates.

Clean Earth understands that through our interaction with the residents and businesses of San Luis Obispo County, we represent the image and reputation of our own company as well as the IWMA. As such, each employee is trained and instructed to interact with HHW participants in a professional, polite manner. This point is stressed during the daily site safety meeting prior to the commencement of operations.

We strive to continually perform in a polite and courteous manner to best represent both Clean Earth and the IWMA. Although we do not anticipate providing staff below the professional standard we set for our company and as well as the level of professionalism set by the IWMA, we do respect the IWMA's right to request replacement of staff should we fail to maintain the standard of professionalism required.

A Client-Focused Organizational Structure

Our simple, client-focused organizational structure supports the strong leadership and transparency the IWMA should expect from Clean Earth. The IWMA will experience responsive communication, efficient performance, and flexibility as we service this contract through the individualized attention of our experienced team members. Clean Earth qualified personnel are ready to make a positive difference serving the IWMA's HHW Program.



One of the core strengths of Clean Earth is our dedicated, experienced, highly skilled staff. Clean Earth has a dedicated service team that provides services regionally and works collaboratively to continually monitor regulatory changes, implement process improvement and explore emerging technologies that benefit our programs and customers. Clean Earth is committed to maintaining a strong, service-oriented relationship with the IWMA that builds confidence in our ability to operate and manage your hazardous waste service needs. Our Operations Team have all the necessary certificates and licenses to safely and effectively manage the IWMA's hazardous waste program.

Below are the key personnel that will be assigned to this project as well as the role of the individual.

Position	Proposed Staffing	Years of Experience
HHW Sr Account Manager	Jennifer Wagner	15+
HHW Operations Manager	Juan Sanchez	15+
HHW Project Manager	Luis Perez	13+
Field Services Project Administrator	Erica Estrada	5
HHW Customer Service Representative	Lucy Canizalez-Osuna	4
HHW Customer Service Lead	Jose Hernandez	10+

The responsibilities and qualifications of our team supporting the IWMA are as follows:

Job Description

- Account Manager Jennifer Wagner Responsibilities are to ensure Clean Earth is providing high quality service for routine and non-routine items, special projects, or any site need. Clean Earth's Account Manager will assist in identifying any and all opportunities for recycling, waste reduction, cost reductions, and program improvements through the use of Clean Earth.
- ➤ HHW Operations Manager- Juan Sanchez Responsibilities include scheduling of staff training and updates and managing all personnel and transportation units.
- Project Manager Luis Perez These are 40-hour HAZWOPER-trained personnel and have extensive training in areas such as regulations, supervision, and safety, as well as cross-



training in all aspects of HHW site operations. Their responsibilities include supervision of all tasks and completion of the more technical responsibilities of their assigned work area as well as creating health and safety plans.

- Hazardous Waste Specialists (Chemists)/Site Supervisor These are 40-hour HAZWOPER-trained personnel; most are chemists with extensive training in areas such as regulations, supervision, and safety, as well as cross-training in all aspects of HHW site operations. The specialists are responsible for waste segregation and lab-packing. Also has oversight to ensure training is adequate and up to date for all personnel. Responsible for monitoring and disseminating regulatory updates and rule changes to all staff, and communication of safety updates and procedures.
- ➤ Hazardous Waste Technicians These are 40-hour HAZWOPER-trained workers that have received job specific training in operation of HHW collection programs. Lead hazardous waste technicians are assigned oversight responsibility for specific work areas such as unloading or bulking. Some technicians may assist in waste segregation.
- ➤ **Drivers** These are 40-hour HAZWOPER-trained workers with job specific training to safety transport hazardous waste and respond to any spills or emergency situation. They are responsible for ensuring that all documentation, labels, markings, and placarding of vehicles is correct prior to leaving the collection site.
- ➤ **Customer Service** Prepare all HHW invoices and provide support in completing reports and shipping documents. Currently, the IWMA prepares Form 303 reports, but our customer service team can assist upon request.



Resumes

Jennifer Wagner

HHW Account Manager

4 years with Clean Earth Environmental Solutions

Contact Information:

Email: jwagner@harsco.com Phone: (714) 714-8596

Description of Education:

B.B.A Business Administration - University of San Diego

General Experience:

Jennifer has over 15 years of Account Management experience. She has been with Clean Earth for 4 years focused on HHW as it is related to hazardous waste handling and collections. Jennifer has worked as a contract administrator for multiple HHW contracts with Clean Earth including the County of Los Angeles, San Luis Obispo IWMA, San Bernardino County Fire, EDCO/RSWA (Cities of Poway, Vista, Escondido and Encinitas) and the City of Santa Maria. Jennie works closely with the operations and project managers to develop and operate the most cost-effective and efficient HHW programs possible.

Juan Sanchez

HHW Operations Manager

15+ years with Clean Earth Environmental Solutions

Contact Information:

Email: <u>isanchez3@harsco.com</u> Phone: (213) 304-0141

Description of Education:

High School Diploma, U.S. Marine Corps Hazardous Waste Handling, Inventory Control

Training/Certifications:

40 Hour OSHA Hazwoper Regulatory (RCRA/DOT/OSHA/DTSC)
Annual 8 Hour OSHA Refresher Properties Hazardous Materials

Forklift Certification Emergency Response
Hazardous Communications Bloodborne Pathogens

Technical Field Operations Hazmat Driving and Compliance with DOT DOT Hazmat and HM181/126F/215 DTSC California Waste Management

General Experience:

Juan has worked with the Clean Earth HHW group for over 15 years and has worked at all levels, including technician, segregation, hot zone, labpack, health and safety officer, site supervisor, and project manager. He is currently the Operations Manager for the HHW division in Southern California. Juan oversees the facility's daily operations and scheduled projects to optimize all of Clean Earth's varied resources and personnel. As the operations manager, he is responsible for ensuring all operational resources are allocated in compliance with contractual obligations including equipment, supplies, and staff.



Luis Perez

Project Manager

13+ years with Clean Earth Environmental Solutions

Contact Information:

Email: lmperez@harsco.com Phone: (310) 703-6143

Description of Education:

High School Diploma

Training/ Certifications:

40 Hour OSHA Hazwoper Regulatory (RCRA/DOT/OSHA/DTSC)
Annual 8 Hour OSHA Refresher Properties Hazardous Materials

Forklift Certification Emergency Response
Hazardous Communications Bloodborne Pathogens

Technical Field Operations Hazmat Driving and Compliance with DOT CPR/First Aid DOT Hazmat and HM181/126F/215
DTSC California Waste Management 5144 SCBA Respiratory Training

General Experience:

Luis has worked with the Clean Earth HHW group for 13 years and has worked at all levels, including technician, segregation, hot zone, labpack, driver, site supervisor, and project manager. Luis coordinates and manages activities for both PHHWCF's and THHWCF's that range from 100 to over 1800 participants in one day. He has worked closely with many local jurisdictions, including the County of Los Angeles, to ensure daily operations, equipment and staff meets or exceeds the needs of the program. As project manager, he is responsible for timely, individual reports and invoices that are accurately completed. Luis works closely with Operations and the HHW Account Manager to make certain Clean Earth is proactive in our approach to administering its contracts.



Erica Estrada

Field Services Project Administrator 5 years Industry Experience

Contact Information:

Email: <u>eestrada@harsco.com</u> Phone: (909) 598-4449

Description of Education:

A.S. Business Administration - Mt. San Antonio College

Training/Certifications:

40 Hour OSHA Hazwoper DOT HM181
Annual 8 Hour OSHA Refresher RCRA Regulations

General Experience:

Erica has 5 years of hazardous waste industry experience and has recently joined the Clean Earth HHW team. She will assist with creating paperwork and profiles for all Permanent and Temporary HHW Collection Events.

Lucerito (Lucy) Canizalez-Osuna

HHW Customer Service Representative 4 years Industry Experience

Contact Information:

Email: <u>lcanizalezosuna@harsco.com</u> Phone: 800.714.1195, option 1

Description of Education:

High School Diploma

Training/Certifications:

DOT Hazardous Materials Safety/Data Compliance

General Experience:

Lucy has 4 years of hazardous waste industry experience with Clean Earth. She will assist with customer requests related to HHW order management, such as: profiles, waste codes and processing. Regularly coordinates responsibilities with multiple internal departments including, but not limited to: Sales, Operations, Transportation, and Billing.



Jose Hernandez

HHW Customer Service Lead 10 years Industry Experience

Contact Information:

Email: <u>Jhernandez4@harsco.com</u> Phone: 800.714.1195, option 1

Description of Education:

Bachelors of Arts - Communication, Cal State Los Angeles

General Experience:

Jose has recently joined Clean Earth, and has an extensive background in Customer Service and Operations. He will assist with customer requests related to HHW order management, such as: profiles, waste codes and processing. Regularly coordinates responsibilities with multiple internal departments including, but not limited to: Sales, Operations, Transportation, and Billing.



Training Requirements

At Clean Earth we recognize that our actions directly impact the well-being of our people, partners, and the planet. We take this responsibility very seriously and each day make deliberate choices to conduct our operations in a highly responsible and ethical manner.

Our Environmental Health & Safety (EH&S) team works in close partnership with our leadership and team members to establish EH&S requirements, which are applied to all our facilities, regardless of regulations.

We hold each other accountable through our shared values to uphold and implement our environmental health and safety policies and procedures. We utilize consistent metrics to continually assess our environmental and safety competency and communication to create a better future in our commitment to maintain a sustainable business.

The safety of our employees, clients, and the residents and communities that we serve are of primary importance in our everyday operations. Clean Earth will exercise the utmost precaution for the protection of our staff, IWMA personnel, the public, site personnel and property during every operation. All care will be employed to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

Clean Earth is committed to ensuring a safe workplace to protect our employees, customers, work environment, and communities. Employee health and safety is grounded in our belief that all workplace injuries and illnesses are preventable. All Clean Earth employees have an obligation to lead by example, to identify and take appropriate steps to address unsafe acts or conditions, and to actively promote behaviors that create a positive, safe and healthy work environment. Our Corporate health and safety policy define our commitments and applies across all Company divisions, subsidiaries, third party businesses, contractors, and visitors.

It is the policy of Clean Earth that a hazard assessment be performed prior to commencement of any work. This hazard assessment may be in the form of a Health and Safety Plan (HASP), a Job Safety Analysis (JSA), or other document, if required by prevailing rules within a customer's facility. If working in a facility or at a job site that does not have a safe work procedure, or if the prevailing system does not include an adequate hazard assessment, it is the responsibility of the Clean Earth on-site manager to conduct the hazard assessment.

Team member training is managed through our Safety and Environmental Management System (SEMS) and the integrated Learning Management System (LMS). Subcontractors are managed through a compliance management system. Clean Earth has a well-developed Environmental, Health and Safety Manual that contains policies and procedures that address various aspects of our EHS program. As part of our EHS Manual, Clean Earth has developed a policy on access to workplace safety records and document retention. Additionally, Clean Earth has a developed and



implemented an incident reporting and investigation program. Our team members are trained on these programs. Workplace safety records are maintained within Clean Earth's SEMS or LMS.

All Clean Earth employees receive health and safety training regarding the potential hazards associated with their work assignments. Clean Earth performs all waste management services using well-trained and dedicated technical staff. Our experienced field personnel are prepared to perform the service requirements of this contract. Ongoing training programs, coupled with extensive hands-on field experience, offer the IWMA unparalleled expertise and in-field knowledge. The following table outlines the training Clean Earth employees receive:

Type of Training	Project Manager	Hazardous Waste Specialist (Chemist)	Hazardous Waste Technician
Lab Pack Level I – 40-Hour (Introductory)	✓	✓	√
Lab Pack Level II – 24-Hour	✓	✓	
Lab Pack Level III – 16-Hour	✓		
OSHA 40-Hour HAZWOPER (+ Refreshers)	~	✓	✓
First Aid/CPR – 8-Hour	✓	✓	✓
HazCat Identify – 8-16-Hour	✓	✓	
Forklift Training – 8-Hour	✓	✓	✓
DOT HM-126/181 Training	✓	✓	✓
Facility Waste Profiling – 4-Hour	✓	✓	
Manifest Preparation – 8-Hour	✓	✓	√
Supervisor Training – 8-24-Hour	✓		

Training certificates are provided in Appendix A for key on-site personnel.

Licenses and Registration

Clean Earth and proposed subcontractors possess the necessary permits and licenses to safely transport and dispose of all hazardous waste collected and are in good standing with regulatory agencies.

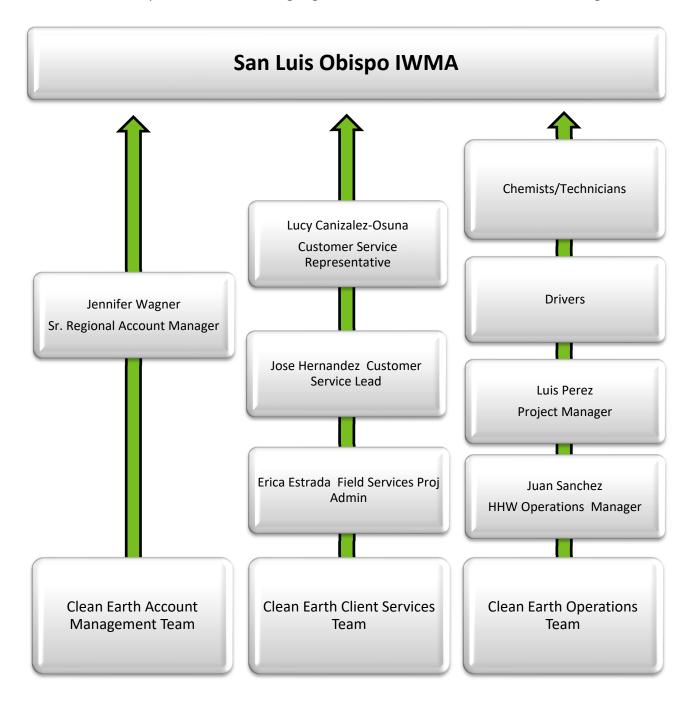
Permits and Certifications

Please see Appendix B for copies of all applicable permits, certificates, and registrations.



Organizational Chart

Clean Earth understands that the quality of our service is directly related to the quality of our personnel. To maintain a program that will run smoothly in every aspect, the most essential tools are communication, reliability and responsiveness. Clean Earth accomplishes this through its primary points of contact structure to ensure predictable and efficient communications with our clients. Clean Earth presents the following organizational chart for the IWMA's HHW Program.





TECHNICAL WORKPLAN

Clean Earth has the experience, qualifications, and resources to successfully perform the complete scope of work for the Household Hazardous Waste Management Services. Clean Earth has extensive experience managing HHW collection programs throughout the State. All services shall be in full compliance with all applicable federal, state, and local laws, rules and regulations. Below, we have outlined our approach to fulfill the requirements of the scope of work.

On-site Procedures

Packaging

All waste shall be packaged, labeled, and sorted in accordance with DOT requirements pursuant to Title 49, Code of Federal Regulation, Subchapter C. Clean Earth has developed a unique set of profiles specifically for our household hazardous waste clients with the goal of reducing the total number of waste streams shipped by your program. Clean Earth packaging protocols focus on consolidation of material by hazard classification and final disposition. By reducing the number of waste streams shipped, Clean Earth will consolidate the waste material to the fullest possible extent and utilize the most efficient shipping container.

For waste collected at the IWMA facilities, Clean Earth will store containers on site until they are full or reach the storage limitation. Shipping only full containers will maximize efficiency and reduce overall operating costs. Clean Earth offers the use of cubic yard boxes to ship waste streams such as paint related material, toxic solids, and non-RCRA solids. We have designed a low-profile tri-wall box for packaging and shipping paint. This box is designed and used in accordance with Clean Earth's Department of Transportation exemption. The low-profile is very ergonomic and has proven to reduce the risk of back injury for employees. These paint boxes hold the equivalent volume of material as the cubic yard box. Additional shipping containers include the 55-gallon labpack box, 55-gallon drum, 30-gallon drum, 15-gallon drum, 10-gallon drum, and 5-gallon drum. Most drums are available in fiber, poly, and metal.

Summary of Packaging Efficiencies

- Reduced number of waste streams
- Most efficient sized container utilized
- Maximum consolidation of waste

<u>Labpack</u>: All labpacks are packaged in DOT approved shipping containers (cubic yard box, drum, etc.). Individual containers are carefully placed in layers, one container high. Each drum contains enough absorbent to be able to absorb all liquid material in the drum, usually 1-2 bags. Labpacking is undoubtedly the safest and most conservative approach in waste packaging. Consequently, labpacking is the preferred method for packaging the most



toxic/reactive/corrosive chemicals in a generator's inventory. The term *labpack* is taken from the Department of Transportation's Hazardous Materials shipping regulations, 49CFR Section 173.12b.

Loosepack: The term "loosepacking" refers to packing chemicals in their original containers by placing them directly into a drum. Unlike a labpack drum, a loosepack drum does not require absorbent, has no spacing restriction, and does not require a written inventory. Paint cans are a typical example of a loosepack waste stream. The cans are sturdy, can be packed densely, are uniform in composition, and are by definition the original container. Since there is no spacing or absorbent used in drum when loosepacking, there is much less flexibility on what you can loosepack together. Here are a few general guidelines on determining the appropriate packaging method.

Loosepacking Candidates	Labpacking Candidates:
Products in original containers	Products are not in their original containers
Large amount of a single product	A wide variety of chemicals present
Containers are all in good, sturdy shape	 Containers are not sturdy or are not properly sealed or sealable.
Products are all of a single type of hazard	 Items have a wide variety of constituents and potential hazards
Products have the same hazardous chemical as a sole constituent.	Products are found in many different sizes of containers
Items are all completely labeled and identifiable	Products are not completely identified
Items not in glass containers	Items in glass containers

Inventorying

Clean Earth offers a simplified approach to packaging HHW material, requiring waste be sorted and packaged to DOT requirements, and not beyond, for acceptance into our facilities. Detailed lab pack inventory sheets will not be required. Clean Earth's facilities do not require this type of detail from our HHW clients. This allows some cost savings to the IWMA as it reduces on-site labor time.

Labeling

Waste shipped from the IWMA's Permanent Facility or Temporary Events are marked and labeled in accordance with DOT regulations. Clean Earth provides the IWMA with a set of profiles for each waste stream. The appropriate profile number is placed on each waste label.

Clean Earth prepares all manifests, Bills of Lading (BOLs), and profiles. The IWMA will be named as generator of all HHW collected through this program. Each drum generated requires the following:



- Hazard class label
- Hazardous waste label (these labels are for descriptive purposes only)
- Up arrows as required

Each label is properly marked with the following:

- Proper shipping name
- Hazard class
- UN or NA number if applicable
- Applicable EPA and state codes
- Constituents (two constituents required for all drums that have a proper shipping name ending in N.O.S.)
- Manifest Document Number
- Date of accumulation
- > Reportable quantity ("RQ") if applicable
- Generator will be the IWMA
- ➤ EPA ID#

Manifesting

Clean Earth will provide the proper shipping papers including manifests, bills of lading (BOL), land disposal restriction forms (LDRs), if applicable, and labels. Shipping papers will comply with all applicable local, state, and federal regulations including US EPA and US DOT, as well as those specific requirements of the receiving facilities. Clean Earth will provide pre-printed shipping documents available for review by IWMA prior to shipment.

Clean Earth will prepare hazardous waste profiles for each individual waste stream. As generator, the IWMA will review and sign all profiles and shipping documents, or as appropriate can designate Clean Earth to sign on their behalf.

E-Manifest Compliance

Clean Earth complies with all data submission requirements related to E-manifest. Clean Earth's approach to compliance with these regulations are as follows:

- The current provisional fee structure ranges per manifest depending on how the data is submitted to EPA by the TSDF.
- All hazardous waste shipments continue to be documented on paper manifests, and Clean Earth will submit the required data to EPA for those manifests received at our TSDFs.
- ➤ DOT will continue to require paper shipping documents until/unless the hazmat regulations in 49 CFR are amended to more closely align with EPA.



- Clean Earth has assembled a working project team to manage communication, training and documentation related to the new E-manifest requirements.
- Clean Earth is monitoring the EPA's E-manifest communications for new developments and will share these with our customers as they become available.

Manifests not registered in the e-Manifest systems will be processed in accordance with all federal, state, and local requirements, and any disposal/recycling facility requirements. The generator retains one copy of the manifest for three years and marries it to the signed copy that is received from the destination facility. Clean Earth is able to track the location, condition, and status of each item being managed at any given time.

Clean Earth continues to evaluate options for transitioning to a fully electronic manifest, as this is one of the goals of our future plans for digital transformation. We have teams who are working to update our systems so they will be ready to accommodate electronic manifests when the time comes.



Scope of Services

Receiving HHW from the Public

Labor

Clean Earth is aware of the IWMA's labor needs for all HHW operations. Clean Earth will be pleased to provide chemists and technicians as requested by the IWMA. Clean Earth's HHW employees are trained on hazardous materials identification, sorting, packaging, manifesting and transportation.

The Hazardous Waste Specialists (including the Site Supervisor) are 40 Hour Safety Trained personnel and Chemists who have received extensive additional training in areas such as regulations, supervision, safety, and all aspects of HHW site operations. Their responsibilities include supervision of all tasks and completion of the more technical tasks of their assigned work area. They all have the capability to function as the Site Supervisor and have done so on many sites.

The Hazardous Waste Technicians are 40 Hour Safety Trained workers that have also received job specific training in operation of HHW collection programs.

Clean Earth has historically provided only the highest caliber staff to operate any hazardous waste management program. The key to our efficient, competent, and professional personnel is a commitment to a high level of effective, on-going, and job-specific training. Copies of employee's training records will be maintained in the Operations, Health & Safety, and Contingency Plan.

Clean Earth's staffing has experience, unloading, segregating and packaging HHW wastes which will be their main function during collection times. Clean Earth's drivers have a working knowledge of the HHW facilities and locations of the satellite, reuse and recycle only facilities. The direct knowledge of our drivers and our technicians will aid the smooth working relationship that Clean Earth will strive to maintain with the IWMA.

Equipment and Supplies

Clean Earth shall provide all necessary materials required for the proper separation, containerization, handling, storage, transport and disposal of collected materials. Clean Earth shall provide an adequate number of containers, packaging materials and absorbent for on-site bulking of certain materials. Clean Earth will also provide all necessary personal protective equipment, supplies, and administrative materials which includes, but is not limited to, protective clothing, goggles, respirators, tools, visqueen, forms, manifests, labels, markings, placards and any other materials/supplies required to independently conduct household hazardous waste collection. All equipment must meet the requirements of the H&SC Chapter 6.5; Department of Transportation HM-181 regulations; CCR Title 22, Division 4, Chapter 30;



Occupational Safety and Health Act and any and all other applicable federal, state, and local codes and regulations.

Staff Responsibilities

Clean Earth will provide the IWMA with professional, trained, and experienced personnel for all on-site operations. The labor classifications include Project Manager/Site Supervisor, Chemist, and Technician. The following is a description of duties for each labor classification.

Project Manager/Site Supervisor

Supervise Staff

Responsible for oversight of on-site personnel, ensure policy and procedures are followed, acting health and safety officer. Conduct Health and Safety meetings prior to event operations. Ensure site inspections and waste inventories are complete at the beginning and end of every event. Primary contact for IWMA staff during operations. Oversee and implement any corrective action necessary during operations. Incident reporting.

Waste Handling

Project Manager/Site Supervisor can perform, or assist, with all functions listed in both Chemist and Technician positions.

Chemist

Labpacking

In this area personnel will characterize unknown materials using HazCat techniques. Care will be taken while running these tests that incompatible materials are not mixed, and that the testing apparatus is not creating additional hazards. Persons working in this area will pay close attention to the materials being tested to avoid hazardous reactions.

Once identified, the materials will be returned to the sorting area to be packed. It is the responsibility of the HazCat personnel to communicate to the sorting personnel the hazardous nature of the materials being returned.

Segregation

Sorting personnel will sort materials from the carts into the appropriate loosepack, labpack, and bulk waste streams. They will utilize their experience with materials management and material cheat sheets to determine the appropriate segregation of each material.

The sorting personnel will be responsible for the majority of the facility packaging. Materials will be moved from the screening area to packaging areas and packed by the sorters.



These personnel will also be responsible for identifying items that meet the material reuse protocol and will set those materials aside for the material reuse program.

Quality Control

The chemists will perform random quality control inspections of waste containers to ensure that all materials have been properly segregated, packaged, and labeled. The chemist will complete the necessary paperwork for waste shipment including hazardous waste labels, labpack certification forms, manifests, and bills of lading.

Technician

Site Mobilization

The technicians will assist with the site set-up, including unloading supplies, assembling tents, and laying visqueen.

Unloading

Once the vehicle has stopped, and the engine has been turned off, the unloader will remove the waste material from the vehicle. It will be the responsibility of the unloader to ask the participant the identity of the material being unloaded. Special attention will be given to unlabeled materials, and those with conflicting markings/labels. The unloaders will be careful not to accept any of the materials on the unacceptable list. Lab grade chemicals coming from homeowners or businesses will be identified as they are unloaded as these could be the source of explosives or radioactive materials.

Unloaders will only put the materials on the top of the waste carts for movement into and around the facility. It will be the responsibility of the unloader to communicate to the sorters, labpackers, and HazCat personnel any information on the identity of each customer's waste. In the event of an evacuation, like the greeter, the unloading personnel will instruct the customers to exit their vehicles and accompany them to the evacuation assembly area.

Segregation

Technicians are responsible for assisting with unloading carts, sorting and packaging easily identifiable materials such as Paint, Oil, antifreeze and Aerosols as required.

Bulking

Technicians will bulk liquids as directed by the IWMA. This may include latex paint, motor oil, antifreeze, and flammable liquids.

Operating Equipment

Technicians may also be responsible for the management of on-site equipment such as a forklift. Clean Earth will ensure that any employee operating equipment is properly trained and qualified and all safety measures are in place.



Site Clean-up

Demobilization time may vary depending on participation and waste volumes. Our service team strives to demobilize and have the site cleaned up within two (2) hours after the event closes. Clean Earth's ability to ship waste and demobilize event locations quickly helps to control labor costs. Collected wastes are shipped from the sites on the date of collection unless specified by the IWMA representative. While wastes are being loaded for shipment, the site is torn down and returned to its original condition before Clean Earth leaves the site that afternoon or evening. Waste collected at the PHHWCFs are stored during the week and shipped on the frequency requested by IWMA. General housekeeping will be maintained whenever our staff is onsite at the PHHWCF.

Post Event Clean-Up Demobilization

- ✓ All waste properly packaged and labeled.
- ✓ Load Waste per DOT segregation requirements.
- Prepare and provide all shipping documents for customer review and signature.
- ✓ Provide appropriate placards to driver, ensure properly displayed on vehicle.
- Review and obtain driver signature on all shipping papers.
- ✓ Pull generator copies of shipping documents and provide to customer.
- Provide driver with appropriate shipping papers and DOT special permits.
- ✓ Load all equipment and supplies
- Pick up all trash and sweep area
- ✓ Sign out employees
- Remove all waste from sites and secure site



Management of Hazardous Waste

Packaging and Labeling

Clean Earth ensures that all waste collected from the public at the PHHWCFs and from businesses, either at PHHWCFs or through the retail take back program, are properly stored until the designated days to properly package the material. Collected waste is bulked or packaged within 6 days of receipt, except that received at Heritage Ranch CSD PHHWCF, which is packaged when the storage shelves are full. All collected waste is packed efficiently in the smallest appropriate container to minimize wasted space. Containers are labeled as described in a previous section, in accordance with transportation and handling requirements.

Transport of Waste

Clean Earth proposes to use our company, Clean Earth Specialty Waste Solutions, Inc. (CESWSI) and CaTrans as the primary transporters for the IWMA's Program.

Transporter Operating Name	License/DOT Number	EPA ID Number
Clean Earth Specialty Waste Solutions, Inc. 2850 100 th Ct NE Blaine, MN 55449	1348411	MNS 000 110 924
CaTrans 9763 Meadowood Dr Rancho Cucamonga, CA 91737	2110293	CAR 000 216 770

Clean Earth is one of this country's safest hazardous waste transportation companies and is licensed in all 50 United States. Waste types that the IWMA currently plans to accept are transportable by Clean Earth. Clean Earth supplements our transportation capabilities for IWMA's contract through use of CaTrans, an audited and approved transportation subcontractor.

Clean Earth will primarily utilize its own transportation fleet of bobtail trucks, full sized tractor/trailers, and roll-off bins. Clean Earth will use the most efficient vehicle available based on the type of containers shipped and the total volume of waste. The primary means of waste transportation is a full sized (48 – 53 foot trailer and tractor). This unit will transport waste from the HHW facility to a Clean Earth ten (10) day transfer station or the designated primary TSDF.

All waste will be loaded on properly registered and licensed transport vehicles and provisions will be made to ensure adequate space is available on the transport vehicles. Clean Earth drivers ensure accurate labeling, marking, and placarding is in place prior to transportation. Clean Earth also understands that waste collected at the PHHWCF shall be stored during the week and shipped off-site on the frequency requested by IWMA. Clean Earth shall produce all shipping paperwork required for compliant transport of IWMA's waste and manifests and/or Bills of Lading will be provided to the IWMA within the required time frame.

Our transporter permits and licenses can be found in Appendix B.



Recycling, Treatment and Disposal

Clean Earth manages all waste in accordance with federal, state and local requirements. Clean Earth recognizes the IWMA's commitment to the waste management hierarchy that promotes source reduction, reuse, and recycling above other management methods such as incineration and landfill. Clean Earth is committed to these priorities and has a sustainability program within our corporate structure to further our growth in source reduction. Clean Earth can offer recycling through reuse, raw materials or energy to fuels for the majority of the waste streams generated by the IWMA. Clean Earth will work closely with the IWMA to develop other disposal or reuse options that will increase the percentage of materials recycled.



Clean Earth considers all available waste management options in order to manage waste through reduction recycling, or reuse when feasible. When these options are not feasible, Clean Earth additionally offers fuels blending of flammable materials to recover their fossil fuel energy content, and treatment and discharge of corrosive materials to render them non-hazardous. Both of these offerings allow the IWMA to avoid the liability associated with the least preferred management methods of incineration or landfilling whenever possible.



Proposed Waste Management Methods per Waste Stream

Category	Waste Management Method
Flammable & Poison	
Paint Related Material	Fuel Blend
Flammable liquid	Fuel Blend
Flammable solid	Destructive Incineration
Oil-based paint	Fuel Blend
Poison (excl. aerosols)	Destructive Incineration
Reactive and explosive	Destructive Incineration
Corrosive	
Acid	Treatment
Base	Treatment
Oxidizer	
Oxidizers	Destructive Incineration
Organic peroxides	Destructive Incineration
PCB-containing	
PCB-containing paint	Destructive Incineration
Other PCB waste	Destructive Incineration
Aerosol	Fuel Blend/Incineration
Reclaimable	
Antifreeze	Recycle
Car batteries	Recycle
Fluorescent bulbs	Recycle
Latex paint	Recycle/Fuel Blend
Motor oil/oil products	Recycle
Oil filters	Recycle
Mercury (metallic)	Recycle
Other	
Household batteries	Recycle
Electronic Waste	Recycle
Asbestos	Landfill

Waste Segregation

Clean Earth recognizes the commitment to the waste management hierarchy that promotes source reduction, reuse, and recycling above other management methods such as incineration and landfill. Clean Earth will ensure that the most appropriate waste disposal methods are available for the household waste collected. Clean Earth will evaluate each waste stream received on an ongoing basis.

We will continually determine the available technologies and our current capacity for managing the waste according to the following hierarchy of waste management practices.





Clean Earth is committed to these priorities in waste management. We consider all available waste management options in order to manage waste through reduction recycling, or reuse when feasible. When not feasible, Clean Earth additionally offers fuels blending of flammable materials to recover their fossil fuel energy content, and treatment and discharge of corrosive materials to render them non-hazardous. Both of these offerings allow the IWMA to avoid the liability associated with the least preferred management methods of incineration or landfilling whenever possible. Materials that can be managed as a non-hazardous waste will not be lab packed or loose packed, but recycled or disposed of as non-hazardous waste.

Clean Earth will continue to accept all common household hazardous waste items that the IWMA currently accepts. The following table is a list of the most common items. Please refer to the next paragraph for a description of unacceptable items.

Category	Example of Common Products
Flammable Liquids	Oil based paint, varnish, paint thinner, fuel,
	adhesives, solvents
Flammable Solids	Roofing tar, road flares
Poisons	Pesticides, H\herbicides, insecticides
Reactive and explosive	
Acid	Cleaners, drain opener, polishes
Base	Cleaners
Oxidizer	Pool chemicals, fertilizers
PCB-containing	Light ballasts, paint
Aerosol	Paint, oven cleaner, pesticides
Antifreeze	Antifreeze



Category	Example of Common Products
Car batteries/common household batteries	Car batteries/Alkaline Batteries/NiCad Batteries/Lithium Batteries/Gel Cell Lead Acid
Fluorescent bulbs and Miscellaneous Lights	Fluorescent bulbs/Compact Fluorescent Bulb/U Shape and Circular Bulbs/HID Lamps
Latex paint	Latex paint
Motor oil/oil products	Motor oil/oil products
Oil filters	Oil filters
Mercury (metallic)	Thermometers
Sharps	Syringes
Non-Hazardous Waste Streams	Oil Absorbents, Non-PCB Light Ballasts
Electronic Waste	Televisions, monitors, CPUs, stereos, etc.
Asbestos	Piping, brake pads

Unacceptable Waste

Clean Earth treatment facilities are permitted by the federal and state government to accept most types and hazard classes of waste including dangerous waste, extremely hazardous waste, liquid, solid and compressed gasses. The few types of waste we are not permitted to handle at HHW sites include:

- Explosives or explosive waste, with the exception of surface flares
- Ammunition
- Biological or medical waste, with the exception of syringes
- Radioactive waste
- Large compressed gas cylinders
- Solid Waste (household garbage) and Appliances

Clean Earth has the ability to subcontract and manage the above waste streams if they are inadvertently accepted at the event. Disposal pricing for the above unacceptable wastes will be on a case-by- case basis.

Primary Receiving Facilities

Clean Earth possesses extensive in-house capabilities for the consolidation, processing, treatment and recycling of hazardous waste. Waste will be recycled, treated or rendered non-hazardous within one of our own treatment facilities. This will ensure that the IWMA's waste receives the highest feasible management method associated with the federal and state waste management hierarchy. If waste requires final processing or disposal, Clean Earth has contracts



and relationships with all major firms and a number of specialty waste disposal firms throughout the United States.

As the owner and operator of a large network of Treatment and Recycling facilities, Clean Earth offers a guarantee of waste acceptance to all of our customers upon shipping. The extensive treatment and storage capacity at our facilities ensures that, once shipped, the waste will be accepted immediately off the transportation vehicle and managed as soon as possible thereafter.

Clean Earth-Owned Primary Receiving TSDFs						
Legal Facility Name	Contact	Capabilities				
Rho Chem, LLC 425 Isis Avenue Inglewood, CA 90301 EPA ID: CAD 008 364 432	Modesto Granados, Facility Manager T: 323-776-6233 F: 310-645-6379	RCRA Part B Facility, Transportation services; storage capacity of 183,400 gallons and 1,080 drums; Fuel blending; Solvent recycling/distribution; Transportation and Disposal of Hazardous, Nonhazardous, and Universal wastes. Battery recycling; Fluorescent bulb recovery; Chlorinated solvent recovery.				
21st Century Environmental Management of Nevada, LLC 2095 Newlands Dr. E Fernley, NV 89408 EPA ID: NVD 980 895 338	Jesus Robles-Copas, Facility Manager T: 775-575-2760 F: 775-575-2803	RCRA Part B Facility; storage capacity of 182,303 gallons and 2,942 drums (liquid); 3,211 cubic yards (solid); Inorganic waste treatment; Metal- bearing resource recovery; Photographic silver recovery; Battery recycling, Transportation and Disposal of Hazardous, Non-hazardous, and Universal wastes.				

Service Center

Legal Facility Name	Contact	Capabilities
Pomona, LP	Victor Martinez,	Client Service Center; 10-day Truck to Truck
2490 W Pomona Blvd	Facility Manager	Transfer; Transportation & Disposal, Lab pack, HHW
Pomona, CA 91768	T: 909-598-4449	services, Remediation, and Emergency Response.
EPA ID: MNS 000 110 924		

Secondary Receiving Facilities

Once accepted into a Clean Earth facility, wastes are processed as soon as possible utilizing waste management hierarchy (Reduce, Reuse, Recycle, Fuel Blend, Treatment, Incinerate, Landfill) by treating and recycling as much waste as possible in the plant. If the materials cannot be managed in plant, such as those items requiring incineration or hazardous waste landfilling, they are sent on to companies with which Clean Earth has had long standing relationships and who have met our external audit requirements.

The following table depicts the End-Disposal Facilities proposed by Clean Earth. All proposed facilities are either owned or subcontracted by Clean Earth.



CLEAN EARTH PROPOSED END-DISPOSAL FACILITIES								
Facility	EPA I.D. #	Phone #	Type of Facility	Waste Types				
AERC (a Clean Earth company)			- /	Lamps, Batteries				
30677 Huntwood Ave.	CAD982411993	510-429-1129	Recycling	Lamps, Batteries				
Hayward, CA 94544	0,15302111333	310 123 1123	, recycling					
AERC (a Clean Earth company)				Universal Waste and				
2591 Mitchell	PAD987367216	610-797-7608	Recycling	Electronics				
Allentown, PA 18103	17.0507507210	010 737 7000	, recycling	Liceti offics				
Clean Earth – Avalon				Loosepack paint, fuels,				
Chemical Reclamation Services,				chlorinated solvents,				
LLC	TXD046844700	972-627-3224	Part B TSDF	pesticides				
405 Powell St.	1,1,20,100,11,00	372 027 3221	1 416 5 1351	pestiones				
Avalon, TX 76623								
Clean Earth – Fernley				Inorganic waste				
21st Century Environmental				treatment, stabilization				
Management of Nevada, LLC	NVD980895338	775-575-2760	Part B TSDF	Treatment, stabilization				
2095 Newlands Dr. E	1112300033330	773 373 2700	T dit B 13B1					
Fernley, NV 89408								
Clean Earth – Inglewood				Fuels blending, solvent				
Rho Chem, LLC				recycling/recovery				
425 Isis Avenue	CAD008364432	323-776-6233	Part B TSDF	Ccycling/recovery				
Inglewood, CA 90301								
Clean Earth of Morgantown				Haz and Non-haz waste				
1750 Morgantown Industrial Pk.	WVD981107600	304-292-0659	Part B TSDF	liaz and Non-naz waste				
Morgantown, WV 26501	W V D 361107000	304-232-0033	Part B 13DF					
Clean Earth – Kent				PRM, Pesticides				
Burlington Environmental LLC				PRIVI, PESTICIOES				
20245 77th Ave. South	WAD991281767	253-872-8030	Part B TSDF					
Kent, WA 98032				Fuels ablarianted				
Clean Earth – Tacoma Burlington Environmental LLC				Fuels, chlorinated solvents, acids, bases				
1701 E. Alexander Ave	WAD020257945	253-627-7568	Part B TSDF	Solvents, acius, bases				
Tacoma, WA 98421								
				All Datton, Tuna				
Battery Solutions (Cirba Solutions)				All Battery Type (Lithium, NiCad,				
•	AZR000519256	517-410-3232	Recycling	, ,				
618 East Auto Ctr Dr. Suite 111				Alkaline)				
Mesa, AZ 85204 Cylinder Depot (fka UCE)				Cylindors				
				Cylinders				
2600 Commercial Rd	None	514-218-4932	Recycling					
Centralia, WA 98531								
DeMenno Kerdoon (World Oil)				Antifreeze, Used Oil,				
2000 N Alameda St	CAT080013352	310-310-9313	Recycling	Oil Filters				
Compton, CA 90222				OII I IILEI 3				
Lighting Resources				Lamps, Ballasts, and				
805 E. Francis Street	CAR000156125	909-923-7252	Recycling	Batteries				
Ontario CA 91761								



Rineco 819 Vulcan Rd. Benton, AR 72015	ARD981157870	800-377-4692	Haz Waste Cement Kiln RCRA/Aerosol Crusher	Paint related material, oil paints, flammable liquids/solids/aerosols
US Ecology Nevada P.O. Box 578 Beatty, NV 89003	NVT330010000	775-346-5602	Class I Hazardous Waste Landfill	Treatment residues, contaminated empty containers
Yuma YES, LLC 2730 E 13 th St Yuma, AZ 85365	AZR000515924	909-643-8150 x 313	Landfill	Non-hazardous liquids, solids

All waste facilities and transporters utilized by Clean Earth are fully permitted and licensed to perform services by all applicable local, state and federal agencies.

Non-Hazardous Wastes

Clean Earth will dispose of all non-hazardous solid wastes generated at the PHHWCF. Materials that can be managed as non-hazardous solid waste will not be lab packed. All efforts shall be made to direct appropriate non-hazardous materials towards reuse or recycle, prior to disposal.

Receiving Hazardous Waste from Businesses

Clean Earth will continue to provide all necessary labor, supplies and equipment to receive, package, and ship waste from businesses at the PHHWCFs, including hazardous, universal, and e-waste.

The IWMA currently schedules all appointments and collects any fees from the businesses associated with the waste delivered. The IWMA also provides an inventory to the customer that Clean Earth will complete upon delivery. The completed delivery sheet will be returned to the IWMA in accordance with RFP requirements.

If the County should determine that they wish to delegate scheduling to Clean Earth, we have years of experience with scheduling appointments and pre-screening/qualifying businesses for eligibility. Please contact your account manager for addition information if this is of interest.

Retail Take Back Collection Program

Clean Earth will continue to service IWMA's Retail Take Back Collection Program and collect the materials required by the contract. Currently, both Clean Earth and IWMA are notified/have access to retail customer pickup requests via an email drop-box. This allows appointments to be scheduled and performed in a timely fashion. Pickup requests are routed on a daily/weekly in the most time and cost-efficient manner based on the business locations. Approximately 10-15 retail pickups are scheduled per week. Certain retail locations, i.e. businesses with significant paint waste, are scheduled with reoccurring/routine weekly pickups. Upon completion of daily pickups, waste is transported to the Cold Canyon Landfill PHHWCF for sorting and repackaging.



Refurbish PHHWCF

Clean Earth provides all labor, equipment and supplies to perform annual refurbishment of the six PHHWCFs for IWMA as indicated in the RFP. Examples of annual refurbishments include, but are not limited to, repair of any dents, rust, damage done to the waste lockers throughout the year. At the Morrow Bay facility, due to the site being located close to the ocean, the lockers tend to build up more rust throughout the year. We refurbish the lockers to remove the rust, repair any damages and then re-paint them to look nice and clean for the upcoming year.

Clean Earth also performs other refurbishment requests as needed.

Management/Technical Expertise Services

Clean Earth is available to provide management and technical expertise as needed to IWMA. We currently provide waste data for use in completion of Form 303 and are willing to provide additional assistance upon request. Clean Earth will also work with IWMA to update and/or amend the Operations Manual for each PHHWCF as needed.

Miscellaneous Labor and Transportation

Clean Earth can provide labor and/or transportation services outside the regular scope of work. Based upon the extent of the service request, Clean Earth will provide a quote for the additional work scope.



Equipment and Supplies

Over our many years of operation, Clean Earth has established strong working relationships and agreements with a number of vendors that supply us with the equipment and materials needed to operate HHW facilities and events legally, safely, and efficiently. By establishing these relationships, Clean Earth can ensure the IWMA that all necessary equipment and supplies will be available for the safe, efficient, and legal packaging, transport and disposal of the wastes collected.

Clean Earth shall provide all necessary materials required for the proper separation, containerization, handling, storage, transport and disposal of collected materials. Clean Earth shall provide an adequate number of containers, packaging materials and absorbent for on-site bulking of certain materials. Clean Earth will also provide all necessary personal protective equipment, supplies, and administrative materials which includes, but is not limited to, protective clothing, goggles, respirators, tools, traffic cones, visqueen, forms, manifests, labels, markings, placards, office supplies and equipment including forklifts, pallet jacks, paint bulking equipment and any other materials/supplies required to independently conduct household hazardous waste collection, reuse, recycling, and disposal activities at the permanent collection centers. All equipment provided by Clean Earth meets the requirements of the California Department of Toxic Substances Control, H&SC Chapter 6.5; Department of Transportation HM-181 regulations; CCR Title 22, Division 4, Chapter 30; Occupational Safety and Health Act and any and all other applicable federal, state, and local codes and regulations. A general equipment list has been provided below.

Clean Earth Equipment List, HHW Collection Events

Items listed in **bold** are optional and will be provided as necessary or required.

Safety, Spill Cleanup and Fire Prevention
ABSORBENT PADS

ABSORBENT PADS

ABSORBENT, SUPERFINE

BROOMS, HAND

PPE, GREEN NITRILE GLOVES

PPE, PLASTIC APRONS

PPE, LABPACK GLOVES

PPE, SAFETY SHIELDS, GLASSES

DUST PANS

PPE, SAFETY SHIELDS, GLASSES

PPE, SHOE COVERS

DUST PANS PPE, SHOE COVERS EMERGENCY WARNING HORN PPE, TYVEK

FACE SHIELDS RESPIRATORS
FIRE EXTINGUISHERS, ABC RESPIRATOR CARTRIDGES

FIRST AID KIT

RESPIRATOR WIPES

MERCURY SPILL KITS

SAFETY GLASSES

OVERPACKS, 85 GALLON SHOVELS, FLAT FOR SPILL KITS

PPE, GLOVE LINERS ZIP LOCK BAGS

Waste Packaging Materials and Supplies

ABSORBENT, SUPERFINE DRUM LABELS
WASTE MANIFESTS DRUM LINERS 38"X64"X6MM
BULKING FUNNELS LAB PACK PACKING LISTS



CUBIC YARD BOXES	PAINT TREES
DRUMS, 5 – 55 GALLON	
DRUM GASKETS	
General Operations Equipment	
AIR COMPRESSOR	DRUMS, BUCKETS, TUBS
BARRICADE TAPE	DRUM DOLLY
BUNG WRENCH	RAZORS
AIR COMPRESSOR HOSE	SCREWDRIVERS
CARTS, UNLOADING/SORTING	SHRINK WRAP
CONES/DELINEATORS	SOCKETS, 15/16
DRUM DOLLY	SPATULAS
DUCT TAPE	SPEED WRENCH
GENERATOR	SPRAY ADHESIVE
HAMMERS, METAL	TABLES AND CHAIRS
HAMMERS, PLASTIC	TENT (20'X40')
IMPACT HAMMER	WATER, POTABLE
PAINT CAN OPENERS	WIRE CUTTERS
PAINT, SPRAY	WRENCH, COMBINATION, 15/16
DISPOSABLE PLACARDS	PORTABLE TOILETS
CANOPY TENT	FORKLIFT
Unlabeled Waste Identification Supplies	
CHLOR D TECT KIT	OXIDIZER PAPER
COLIWASA TUBES	PEROXIDE PAPER
CRAYONS, RED	PH PAPER
DISPOSABLE CONTAINERS	PIPETTES, PLASTIC
HAZ CAT KIT	SAMPLE JARS
Vehicles and Equipment	
EQUIPMENT VANS	TRACTOR RIG
STAFF VEHICLES	TRANSPORT VANS

Information Collection

Clean Earth utilizes forms designed for either residential or business waste drop-offs. These forms document the required information. Information collected includes date/time of dropoff and address of origin for residential customers; business customer require submittal of verification of materials, weight limits, and proof of payment if applicable. Copies of completed forms are shared with IWMA if required.

Sample Invoice and Reports

Please see Appendix C for copies of a sample invoice and reports.

Certificate of Insurance

Please see Appendix D for a copy of Clean Earth's Certificate of Insurance.



Confirmation of Final Disposition

Clean Earth tracks all waste for programs that we manage from time of pickup to final disposal. We are able to provide evidence to IWMA of responsible handling via Certificates of Receipt, Treatment, and Disposal.

Certificates of Receipt can be produced after a manifest is received into a Clean Earth TSDF and responsibility for the waste is transferred from the generator to Clean Earth. This certificate is available in the shortest amount of time after pickup from the generator. Certificates of treatment can be generated after every line item on a manifest leaves the facility on an outbound manifest or is treated at the facility. Certificates of final disposal can be generated only after each manifest line item is processed by the final disposal location. That downstream facility must then provide documentation of treatment/recycling back to Clean Earth Environmental Solutions. This full documentation trail can take from six months to two years as all downstream EPA facilities also have up to 1-year to process material. Dedicated Clean Earth waste tracking specialists sign Treatment and Final certifications and are supervised by the Plant Manager. Clean Earth keeps records indefinitely and archives them after five years.

Treatment Certifications – By permit, Clean Earth has up to one year to process or send material to our approved final disposal facilities. Though it typically takes less, one year is an appropriate time frame for treatment certifications. Clean Earth will provide treatment certs within 360 days of receipt of manifests at our facility.

Final Certifications – If a manifest contains a problematic line described above, it's conceivable that Clean Earth and the final disposal site may hold the material for up to one year each. In this situation, the manifest would not be fully certified until two years after initially received. Typically, final certs are available from 12-18 months from receipt at our TSDF.

IDENTIFY EXISTING AND POTENTIAL CONFLICTS OF INTEREST

Clean Earth provides hazardous waste management services to numerous public and private clients within San Luis Obispo County. There are no conflicts of interest with Clean Earth's continued representation of the IWMA, nor do we foresee any potential conflicts arising in the future.

Should a potential conflict arise, the affected parties will be notified and actions determined at that time to remove/mitigate the conflict.



CLIENT REFERENCES

As a services company we distinguish ourselves from our competitors by providing unparalleled service quality, which we use as the primary indicator of a program's success and efficiency. While many of our competitors in the hazardous waste disposal industry are comparable in the technology that is available and the cost to provide disposal, it is service that distinguishes providers.

Clean Earth is dedicated to forming long-term partnerships with our clients, which requires a level of communication and dependability that is only found in premier service providers.

We are confident Clean Earth has both the specific experience and corporate qualifications necessary to successfully service the program. Clean Earth strongly encourages the IWMA to contact our references to confirm the level of service we provide in the planning, implementation, and efficient operation of all aspects of HHW collections event service and operation, including mobile events, permanent collections centers, and conditionally exempt small quantity generator programs.

County of Los Angeles - County Sanitation District No 2

Contact: Lisa Scales

Title: Project Engineer

Address: 1955 Workman Mill Rd, Whittier CA 90601

Phone: (568) 908-4288 x2489

Email: lscales@lacsd.org

Type of Service: Clean Earth provides staffing, technical support and waste

management services for monthly HHW and E-waste collection

events throughout Los Angeles County

Performance Period: 2010 – Present

County of Ventura

Contact: Don Sheppard

Title: Environmental Resources Analyst

Address: 800 South Victoria Ave, Ventura CA 93009

Phone: (805) 658-4318

Email: <u>Don.Sheppard@ventura.org</u>

Type of Service: Clean Earth provides staffing, technical support and waste

management services for turnkey operation of monthly temporary

events throughout the County.

Performance Period: <2013 – Present



City of Santa Maria

Contact: Tari Heslop

Title: Regulatory Compliance Specialist

Address: 2064 E Main St, Santa Maria CA 93454

Phone: (805) 925-0951

Email: theslop@cityofsantamaria.org

Type of Service: Clean Earth manages the City's PHHWCF, providing staffing,

technical support and waste management services.

Performance Period: <2016 – Present

Provided below is a table of HHW customers in the Southern California region serviced by Clean Earth.

Customer Name and Address	Contact and Phone Number	Program Description	Performance Period and Project Cost
EDCO Waste and Recycling Services 224 Los Posas Rd. San Marcos, CA 92609	Jim Ambroso 760-744-2700 jambroso@edcodis posal.com	Waste Management for PHHWCF's, temporary collection events and Door to Door Services	2015-Present
County Sanitation District No. 2 of La County 1955 Workman Mill Rd. Whittier, CA 90601	Lisa D. Scales 568-908-4288 x 2489 <u>Iscales@lacsd.org</u>	Conduct HHW and E- waste collection activities throughout LA County	2010 – Present/\$2MM annually
County of Ventura 800 South Victoria Ave. Ventura, CA 93009	Don Sheppard 805-658-4318 Don.sheppard@ve ntura.org Howard Hope 805-658-4322 Howard.hope@ven tura.org	Monthly temporary collection events	<2013 – Present/\$75,000 annually
City of Santa Monica 2500 Michigan Ave., Santa Monica, CA 90404	Neal Shapiro 310-458-8546 neal.shapiro@sant amonica.gov	Door to Door collection program	2015 to Present/\$175,000 annually
City of Carlsbad 1635 Faraday Ave., Carlsbad, CA 92008	Avecita Jones 760-608-7542 Avvecita.jones@ca rlsbadca.gov	Door to door collection services and mobile temporary collection events.	2015 to Present/\$200,000 annually
City of Escondido 475 N. Spruce Street, Escondido, CA 92025	Laura Robinson 760-839-4342 <u>Irobinson@ci.esco</u> <u>ndido.ca.us</u>	Operate PHHWCF every other week.	2015 to Present/\$75,000 annually
City of Poway 14467 Lake Poway Rd. Poway, CA 92064	Izzy Murguia 858-668-4728 imurguia@poway.o rg	Household hazardous waste services	2015 to Present/\$200,000 annually



City of Encinitas 505 S. Vulcan Ave., Encinitas, CA 92024	Ashlee Stratakis (760) 633-2846 astratakis@encinit asca.gov	Household hazardous waste services	2015 to Present/\$45,000 annually
San Bernardino County Fire 2824 East "W" St., San Bernardino, CA 92415	Michael VanGese 909-382-5401 mvangese@sbcfire .org	Household hazardous waste services	2013 to Present/\$320,000 annually

Compliance History

Within the hazardous waste industry, every major company providing fuel blending, incineration, and recycling services has incurred some level of compliance violation. Thorough regulatory oversight finding some degree of code violation is not necessarily indicative of poor facility operations. All of our approved final outlets are in good financial and regulatory standing. If you have specific questions regarding a facility, please contact Clean Earth or facility staff for additional information.

Please see Appendix B for Compliance Histories of all facilities proposed for use on this contract.

CUSTOMER SERVICE PLAN

Clean Earth has assigned a Customer Service team to assist IWMA throughout the duration of this contract. Our team are available during regular business hours, 8 a.m. – 5 p.m. Monday through Friday, and may be contacted via phone or email for assistance. Typical duties include creating profiles for new waste streams, producing invoices, preparing reports, etc. Our team currently provides reporting that IWMA uses to complete Form 303. We are able to complete Form 303 for IWMA upon request.

Currently IWMA manages resident and business communications for their customers, but we have a long history of providing customer-direct support for HHW accounts and are amenable to offering this to IWMA if requested.



BUDGET, RETAINER, AND/OR RATES

ATTACHMENT A: ESTIMATED COSTS OF SERVICE

A. Receive HHW from the Public.

Contractor shall provide estimated rates and anticipated staffing levels for service based on the following locations and days of operation:

PHHWCF	EST. COST (PER DAY OF OPERATION)	STAFFING (i.e., 1 x Site Manager, 1 x Site Technician
Cold Canyon PHHWCF	\$295/per person per day	Price reflects (1) Site Manager as that was referenced in the Pre-Bid meeting. Clean Earth would prefer to also have a Technician in which case the price point would double (\$590)
Chicago Grade PHHWCF	\$295/per person per day	Price reflects (1) Site Manager as that was referenced in the Pre-Bid meeting. Clean Earth would prefer to also have a Technician in which case the price point would double (\$590)
Paso Robles PHHWCF	\$295/per person per day	Price reflects (1) Site Manager as that was referenced in the Pre-Bid meeting. Clean Earth would prefer to also have a Technician in which case the price point would double (\$590)
Heritage Ranch PHHWCF	\$295/per person per day	Price reflects (1) Site Manager as that was referenced in the Pre-Bid meeting. Clean Earth would prefer to also have a Technician in which case the price point would double (\$590)
Morro Bay PHHWCF	\$295/per person per day	Price reflects (1) Site Manager as that was referenced in the Pre-Bid meeting. Clean Earth would prefer to also have a Technician in which case the price point would double (\$590)
Nipomo PHHWCF	\$225/per person per day	Price reflects (1) Site Manager as that was referenced in the Pre-Bid meeting. Clean Earth would prefer to also have a Technician in which case the price point would double (\$450)

^{*}As the incumbent, we know there is an expectation to provide waste sorting and receiving services or scheduling throughout the week. This would be charged at \$48/hour.

B. Retail Take Back Collection Program for Universal Waste and Sharps

Contractor shall charge the following rate to service a retail store or business:

SERVICE	COST PER PICKUP
Retail Store or Business Pickup	\$95

C. Management of Hazardous Waste: Disposal Cost Matrix

Disposal

DESC.	WASTE CATEGORY	MG	PK	COST PER ITEM	UNIT WT/VOL
	Flammable Solid (INC15-D1)	DI	LO	\$250	DR5



Flammable	Water Reactive / Spont	DI	LP	\$250	DR5
& Poisons	Combustible (INC15-W)				
	Flammable Liquids (AF01)	FB	BU	\$180	DR55
	Flammable Liquids (AF07)	FB	LO	\$425	DR55
	Bulk - Oil Based Paints etc. (AF03)	FB	BU	\$300	DR55
	Loose pack Oil Based Paints etc. (AF06)	FB	LO	\$795	СҮВ
	Reactive Cyanides (INC06)	DI	5gal	\$275	DR5
	Poison Liquid/Solid(INC14-F)	DI	LP	\$365 \$925	DR55 CYB
Acid	Inorganic/Organic Acid (WAT16-A – inorganic only, organic will be quoted separate)	NE	LP	\$295	DR55
Base	Inorganic/Organic Base (WAT16- B – inorganic only, organic will be quoted separately)	NE	LP	\$295	DR55
	Organic Peroxides (5gal. only) (INC15-E2)	DI	LP	\$275	DR5
Oxidizer	Oxidizers (STAB06-6)	TR	LP	\$447 \$260	DR55 DR5
PCB	PCB Ballasts (PCB01)	DI	LO	\$325	DR5
Aerosol	Flammable Aerosols (AF08)	FB/RC	LO	\$740	СҮВ
	Corrosive/Poison Aerosols (AF08. If off spec to INC01, new price may apply)	FB/RC	LO	\$740	СҮВ
	Propane Cylinders (<1.5 liter) (REC61-1)	RC	LO	\$10	Each
Other	Propane Cylinders >1.5 liter <5gal (REC61)	RC	LO	\$15	Each
	Antifreeze (REC08)	RC	BU	\$180	DR55
	Latex Paint -Paint Solutions Prog.	RC	BU	No Charge for PaintCare Waste	NA
	Oil Filters (REC10)	RC	LO	\$175	DR55
	Elemental Mercury (5gal) (REC13)	RC	LP	\$360	DR5



	Household Batteries (per lb.) (REC24)	RC	LO	\$1.30/LB	LB
	Household Batteries (LF01)	LF	LO	\$0.45	LB
	Fluorescent Bulbs (per ft.) (REC06)	RC	LO	\$1.05/LB	LB
	Fluorescent Bulbs U- shaped & Misc. (REC42)	RC	LO	\$1.90/LB	LB
	Non RCRA (Liquid & Solid)(LF07/LF08)	LF	BU	\$235	DR55
Asbestos	Asbestos (LF11)	LF	LO	\$715	CYB

<u>Key</u>

BU: Bulk

DI: Destructive Incineration - Covers any method where waste is burned, including beneficial reuse and RCRA beneficial reuse and RCRA incineration.

FB: Fuel Blend - waste material that have a BTU value sufficient for use as a fuel in industrial furnaces or boilers (such as solvents or boilers) are blended in tanks to meet the specifications set by the recipient kiln.

LF: Landfill

LO: Loose

LP: Loose pack

MG: Management Method

NE: Neutralization - occurs at equivalence point of an acid-base reaction. The Acid-base reaction is carried out by the addition of alkaline waste or product to acidic waste and products to alkaline wastes. Products commonly used are sodium hydroxide, line, hydrochloric acid and sulfuric acid.

PK: Packing type

RC: Recycle

TR: Treatment - includes oxidation, precipitation, coagulation and flocculation. Solids are allowed to settle or are directed to a filter press and are then collected as oily sludge slated for fuels blending. The water fraction is treated with carbon and then discharged to the publicly owned treatment works (POTW).



Assumptions

Standard Pricing Conditions

- This section and the terms and conditions apply to this quote unless superseded by a service agreement.
- Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- Pricing is based on the volume assumptions provided.
- > A minimum charge of \$325 applies to all invoices.
- All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy.
- > E-Manifest Fee's will be applied
- In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our control such as extraordinary or unexpected increases in disposal costs, regulatory changes, economic changes, war, etc.

Waste Specific Conditions

- Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition.
- Batteries not in original manufacturer's packaging must have both ends taped to avoid arc.

General Disposal Terms and Conditions

- Bulk waste is typically defined as liquids poured-up in drums or roll-off loads.
- Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste.
- Electronic profiling is included in the price.
- Unless otherwise specified, prices quoted do not include the following:
 - Radioactive Waste
 - Biohazard or Infectious Waste
 - Explosives of any type
 - Isocyanates
 - Reactive materials (metals, solids, liquids)



Non-Specified Cont	ainer Conversions	
Container Size	Conversion	
1-5 gallon	35%	
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1×	
85 gallon	1,5x	
Cubic Yard Boxes	4x	
250/275 gallon totes	5x	
330/350 gallon totes	6x:	

-			
Can	version	Lable	Motos

- These conversions will apply to all disposal and transportation items priced per container unless quoted separately. Numbers are expressed as a factor of a 55 gallon drum (e.g., 55 gallon price x 35% = sell price).

 The greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate. Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below. Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55 gallon price (e.g., 5 gallon price + 35% = 55 gallon price), 2) Use the normal conversions on the 55 gallon drum price to convert to other container sizes.

Per F	Pound Standar	rd Minimums	
	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³
Container (Gal)	Minimums		
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	_	_

- Excludes Lab Pack and Light Weight items
 Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
 Includes: AF17, INC05, INC02, INC16
 4. All other container sizes are case by case (CBC)

Non-Standard Minimums		
Container Min.	Process Code	
\$0	REC51-3	
\$5	REC60, REC61, REC62, REC63, REC64, REC65	
\$10	REC02-xx series and REC05	
\$15	LF04, REC06, REC27	
\$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55	
\$50	REC09, REC09-1	

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$150
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$75
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$75
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$25
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	ADMMANFEE	Each	\$25
Demurrage, after 1 hour loading	TRADMDEM	Hour	\$105
Scheduled Pickup Cancellation	ADMCAN	Each	\$150
Repacking/Overpacking Fee	ADMREPK	Each	\$150
Overpack Handling Fee	ADMOVPK	Each	\$90
Technical Lab Pack Review "Flat Rate Fee - \$175.00 The flat fee criteria:			
(1.) Excel submitted inventories; (2.) Maximum of 500 inventory items; (3.) <5% of items with Trade Names*	ADTECHRVW	Each	\$175

Please Note: The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise.



DISCLOSURE OF LITIGATION

Clean Earth Environmental Solutions, Inc. operates in a highly regulated industry and must deal with regulatory inquiries or investigations from time to time that may be instituted for a variety of reasons. Clean Earth is also involved in a variety of civil litigation matters from time to time. There are no pending or settled lawsuits against the company within the past 3 years that would affect the company's performance under this contract. Information regarding material litigation is included in Harsco (Clean Earth's indirect parent) quarterly reports filed with the SEC and available on the Harsco investor website.

Below is litigation involving Clean Earth Environmental Solutions from the past 5 years.

On March 28, 2018, the United States Environmental Protection Agency (the "EPA") conducted an inspection of ESOL's offsite waste management facility in Detroit, MI. On November 23, 2021, the EPA proposed a civil penalty of \$390,092 as part of a proposed Administrative Consent Order for alleged improper air emissions at the site. The allegations in the proposed Administrative Consent Order and civil penalty relate exclusively to the period prior the Company's purchase of the ESOL business. The Company is vigorously contesting the allegations. The Company believes that any loss related to this issue will be recoverable under indemnity rights under the ESOL purchase agreement and representations and warranties insurance policies purchased by the Company, subject to applicable deductibles.

On June 25 and 26, 2018, the DTSC conducted a compliance enforcement inspection of ESOL's facility in Rancho Cordova, California, which was then owned by Stericycle, Inc. On February 14, 2020, the DTSC filed an action in the Superior Court for the State of California, Sacramento Division, alleging violations of California's Hazardous Waste Control Law and the facility's hazardous waste permit arising from the inspection. On August 27, 2020 the DTSC issued a Notice of Denial of Hazardous Waste Facility Permit Application. On September 25, 2020, the Company filed an administrative appeal. On September 28, 2021, DTSC scheduled a public hearing on October 28, 2021 as part of its Violation Scoring Procedure (VSP) program to hear testimony on the compliance tier assignment assigned to the facility. The Company would have the ability to judicially challenge any adverse permit actions resulting from this process. The DTSC investigation and compliance issues leading to the compliance tier assignment were ongoing well before the Company's acquisition of the ESOL business, and the Company was aware of the investigation and many of the issues raised in the investigation at the time of the purchase. Accordingly, the Company is indemnified for certain fines and other costs and expenses associated with this matter by Stericycle, Inc. As a result, the administrative appeal and public hearing process will be led by Stericycle, Inc. The Company has not accrued any amounts in respect of these alleged violations and cannot estimate the reasonably possible loss or the range of reasonably possible losses that it may incur.



On March 21, 2022, the Company received a draft penalty matrix from the PA DEP concerning alleged reporting, monitoring and related issues at the Company's Hatfield, PA site prior to the time the Company acquired the site from Stericycle. The draft penalty matrix proposes a penalty of \$1,000,000. On June 29, 2022, the PA DEP issued a draft Consent Assessment of Civil Penalty ("CACP") related to the alleged issues at the site. The Company and PA DEP have reached an agreement in principle to settle PA DEP's claims for \$239,500, which has been recorded as a liability. The parties are working to draft a final CACP. While it is the Company's position that it has recourse for some or all liabilities that arise from this matter under the ESOL purchase agreement and representations and warranties insurance policies purchased by the Company, there can be no assurances that the Company's position will ultimately prevail.

On March 22, 2022, the U.S. EPA issued a Notice of Intent to File an Administrative Complaint (NOI) alleging violations of the federal Emergency Planning and Community Right-to-Know Act at the Company's facilities in Tacoma, WA and Kent, WA. The NOI relates exclusively or almost exclusively to the period when Stericycle owned and operated the sites. The NOI proposes a penalty of \$3,000,000. The Company is currently reviewing the veracity of the allegations and the corresponding proposed penalty amount and has recorded a liability of \$600,000 as its best estimate to resolve this matter. While it is the Company's position that it has recourse for some or all liabilities, if any, that arise from this matter under the ESOL purchase agreement and representations and warranties insurance policies purchased by the Company, there can be no assurances that the Company's position will ultimately prevail.

DEA Investigation

Prior to the Company's acquisition of ESOL, Stericycle, Inc, notified the Company that the DEA had served an administrative subpoena on Stericycle, Inc. and executed a search warrant at a facility in Rancho Cordova, California and an administrative inspection warrant at a facility in Indianapolis, Indiana. The Company has determined that the DEA and the DTSC have launched investigations involving, at least in part, the ESOL business of collecting, transporting, and destroying controlled substances from retail customers that transferred from Stericycle, Inc. to the Company. In connection with these investigations, the DEA also executed a search warrant on an ESOL facility in Austin Texas on July 2, 2020. The Company is cooperating with these inquiries, which relate primarily to the period before the Company owned the ESOL business. Since the acquisition of the ESOL business, the Company has performed a vigorous review of ESOL's compliance program related to controlled substances and has made material changes to the manner in which controlled substances are transported from retail customers to DEAregistered facilities for destruction. The Company has not accrued any amounts in respect of these investigations and cannot estimate the reasonably possible loss or the range of reasonably possible losses that it may incur, if any. Investigations of this type are, by their nature, uncertain and unpredictable. While it is the Company's position that it has recourse for some or all liabilities, if any, that arise from these matters under the ESOL purchase agreement and representations and warranties insurance policies purchased by the Company, there can be no assurances that the Company's position will ultimately prevail.



ADDITIONAL INFORMATION

Clean Earth has provided hazardous waste services to IWMA for the last ten years and mobilizes personnel and equipment from our Service Center in Pomona, CA. Waste collected is primarily manifested to our TSDFs in Inglewood, CA and Fernley, NV. A complete listing of location information is provided in a prior section of this response.

Clean Earth has provided hazardous waste services to HHW programs across the country for over 30 years. Programs have differing requirements based on location, population, and history. Highlighted below are some HHW services that the IWMA does not currently offer, but if any are of interest, we are available to discuss.

Mobile Events

Clean Earth operates hundreds of mobile HHW events annually across the country. Attendance varies from less than 100 cars to over 2000 cars, dependent on community size. Clean Earth performs site set-up, provides all labor and supplies, transportation and disposal, and site cleanup. Mobile events are performed in full compliance with laws and regulations, and follow the same collection procedures as those for PHHWCFs. At the conclusion of each mobile event, waste is removed promptly from the event site. For additional information, please contact your account manager.

Door to Door HHW Services

Clean Earth performs Door to Door household hazardous waste pickups for residents unable to deliver waste to permanent collection facilities or mobile events due to age or infirmity. These pickups are scheduled through a reservation system operated by Clean Earth personnel. Additional information is available upon request.

HHW Hotline

Clean Earth operates an HHW for select customers that offers scheduling for HHW pickups, as well as packaging information and acceptance criteria. The hotline is also used to pre-qualify businesses prior to small quantity waste drop-offs at PHHWCFs.

E-Waste

Clean Earth is able to manage E-waste for recycling. E-waste is packaged in compliance with DOT regulations and shipped for waste management, often with the hazardous waste collected, and may be recycled at a Clean Earth TSDF or a partner facility. Utilizing Clean Earth for E-waste recycling reduces vendor management requirements for our HHW customers.



Battery Services

Clean Earth can provide battery services including sorting, taping terminal ends, packaging, and recycling. Batteries collected are shipped with regular hazardous waste shipments, and managed in a similar, compliant fashion. Recycling may occur at a Clean Earth TSDF or partner facility.

Training

- Clean Earth offers our customers a complimentary virtual/web-based RCRA DOT training. Attendees will receive their DOT training certification. Additionally, Clean Earth can provide additional RCRA and hazardous materials training as needed by the IWMA.
- Monthly webinars hosted by Clean Earth on various sustainability topics. Recent webinar topics included the following:
 - Generator Site Inspection Best Practices document requirements, updating documents and identifying proper waste accumulation area
 - COVID-19's Impact on IT Asset Management challenges and growing importance of e-waste
 - Current Landscape of Enforcement and Inspections move to virtual/remote inspections
 - Sustainability Trends, Recycling & Zero Waste Solutions ESG highlights and trends, e-waste and aerosol recycling, Fullcircle program

Client Portal

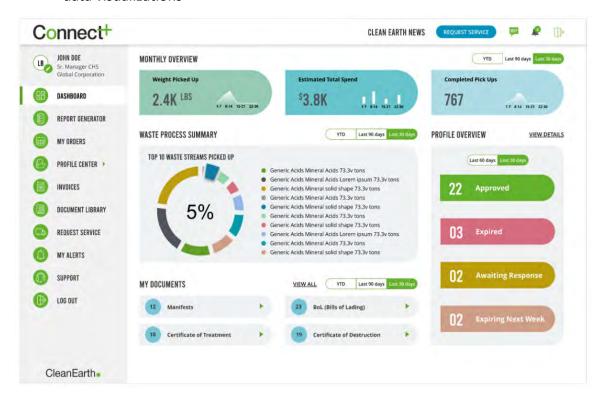
Clean Earth's Client Portal was developed to service the needs of high-volume clients. Since then, hundreds of our customers have registered on-line. Using the Client Portal, our clients create profiles, work orders, request transportation, and even print labels and manifests. In addition, you can access your Signed Returned Manifests and Certificate of Receipt/ Treatment/ Destruction copies.

How does this benefit the IWMA? By using the Client Portal, authorized personnel have the ability to research shipment data, profile information, and manifest documents, all contained in one on-line waste management system. This allows for complete, concise information in seconds. Clean Earth continues to update and expand the capabilities of our website and we look forward to adding additional users. Clean Earth realizes how important the digital experience is for our clients. In late 2021 we began upgrading our portal to have a more modern look and are adding additional features. This NEW Portal is being actively used today by our Retail client base. We are making some additional modifications to meet the specific needs of our HHW and Manufacturing and Industrial Clients now, which will include access to more robust reporting capabilities. We plan to roll out this new version in 2022.

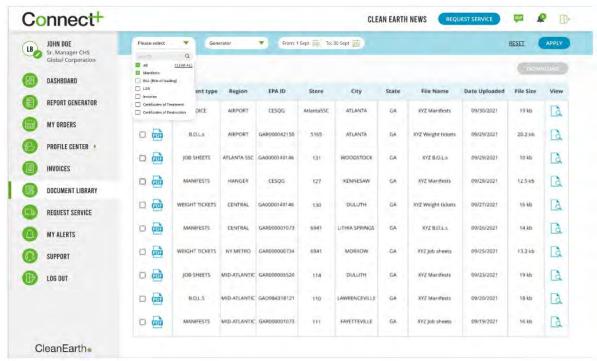
Clean Earth has provided a few sample screen shots of our portal. Please note these are mockups.



 Dashboard – showcases key program information from current week with interactive data visualizations



 Document Library – user's comprehensive document repository—holding all relevant service documents in one easy-to-navigate module. Quickly view and download documents in singles or batches depending on need





Marketing and PR Support

Clean Earth offers marketing services to our customers to promote and/or advertise their collection events through media placement. These services are standard for all HHW collection events and include:

- Customized press release and targeted regional media outreach announcing event to local media outlets
- Clean Earth branded flyer and web page promoting the IWMA's HHW program (samples included following this page)

Additional marketing/PR benefits that Clean Earth can provide:

- Social media promotion, including advertising support
- Clean Earth branded event signage (directional signage, "line starts here", etc.)
- Clean Earth branded safety tee shirts/vests for staff.
- > Clean Earth branded giveaway for residents. (i.e. reusable straw in an eco-friendly bag)

These activities can be tailored to meet the needs of the IWMA.



HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAMS

CleanEarth ...

AS ONE OF THE MOST TRUSTED LEADERS OF ENVIRONMENTAL AND REGULATED WASTE MANAGEMENT SERVICES. WE STAND APART.

Clean Earth offers customizable recycling and disposal solutions to meet the needs of your HHW program.

We provide on-site support at permanent facilities, manage weekend community events, door-to-door services, and partner with PaintCare as an approved hauler.



HOW DO WE SUPPORT YOUR HHW COLLECTION EVENT?

ADVERTISING

- In an effort to help promote and encourage attendance at HHW collection events, customers can request that events be posted on the Clean Earth website as well as our Facebook Page. Clean Earth can also help develop, create and implement paid ad campaigns on Facebook promoting the customer's event.
- Develop, create, and implement paid ad campaigns on Facebook two weeks prior to the event for increased awareness and promotion. We will engage with the audience on our social media platforms and address any FAQs.

DAY-OF-EVENT SUPPORT

- Attendees may receive a free giveaway such as a reusable straw in an
 eco-friendly bag as a thank you for disposing of their waste.
- We will work with you to customize your HHW collection event, to include event hours, acceptable items and fees.

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HHW Fiver

Collection Event Signage

SAFETY

- For the safety of our employees and residents, we are able to assist with online registration and/or contactless drop-off.
- We will provide directional signage for the event and all employees will wear safety vests and/or safety tee shirts during the event.

We look forward to providing our Household Hazardous Waste Solutions in your community.

724.933.4100 | www.cleanearthinc.com | CEIUS_info@harsco.com

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CleanEarth



RESIDENTIAL HOUSEHOLD HAZARDOUS WASTE DOOR-TO-DOOR COLLECTIONS PROGRAM

City of Santa Monica, California

We visit your home and safely and compliantly remove residential household waste that should not be placed in your typical trash or recycle bin.

Acc	epted	NOT Accepted
• Fuels	Sharps	These few types of waste are not permitted by
 Paints 	 Batteries 	federal and state governments to be handled
 Solvents 	 Fertilizers 	through a door-to-door program.
 Art Supplies 	 Electronic Waste 	Ammunition
 Pool and Photo 	 Fluorescent Tubes 	Radioactive Waste
Chemicals	 Household Cleaning 	Biological, Biohazard or Medical Waste
 Motor Oil & Filters 	Chemicals	Explosives or Explosive Waste, Except Surface Flares

Waste Disposal Limit

The maximum disposal limits for a Residential Household Hazardous Waste Door-to-Door Collections Service is 125 lbs., per pickup. If you have more than 125 lbs., please contact us at **800.714.1195** for a brief screening process to obtain accurate inventory of waste and better assist you with proper disposal. Stay safe and compliant. Let us manage your hazardous waste.



For Pickup and Questions:

800.714.1195 (Mon - Fri: 8:00 am - 5:00 pm)



cleanearthinc.com

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Operational and Strategy Meetings

Clean Earth stands behind our service offerings. We are committed to meeting with the IWMA on a regular basis to ensure that we are meeting the needs and service requirements of this contract. Clean Earth can meet for monthly or quarterly meetings with the IWMA to discuss operational or administrative issues.

PaintCare

Clean Earth is an approved PaintCare service provider and has a fully executed contract to provide supplies, transportation and disposal services. Our current contract allows us to execute addendums to include our customers HHW programs. Clean Earth can ensure PaintCare participation is approved for the upcoming contract term.

Clean Earth has executed many similar addendums for our customers, and completely understands the approval process making this transition for the IWMA seamless.

All PaintCare approved waste will be received, packaged, labeled, transported and disposed of following the same protocols and procedures of all HHW and VSQG waste received through the IWMA's HHW program.

Compliance

Clean Earth operates under full compliance with all applicable Federal, State and local laws, rules and regulations including but not limited to RCRA, OSHA, DOT, EPA, DTSC and CHP. Clean Earth will continue to be available to answer questions regarding the safe and proper management of hazardous waste throughout the contract period.

Sustainability

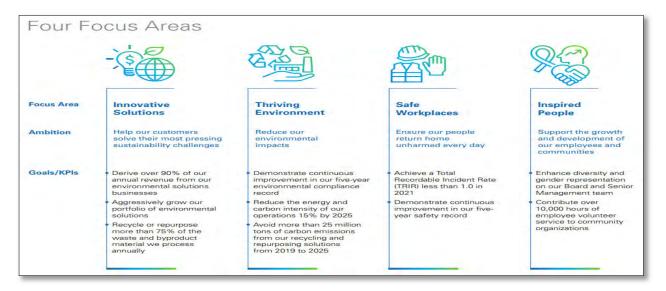
At Clean Earth, our vision is to be a sustainability leader in our industry. We are uniquely positioned to advance our customer's sustainability goals by treating, recycling and repurposing specialty waste. Our sustainability approach is organized around four focus areas where we create value for our business and positive outcomes for our stakeholders:

- Innovative Solutions Help our customers solve their most pressing sustainability challenges
- Thriving Environment Reduce our environmental impacts
- Safe Workplaces Ensure our employees return home unharmed every day
- Inspired People Support the growth and development of our employees and communities

A snapshot of these four focus areas is provided below. Details outlining our ambitions, goals and key performance indicators (KPIs) for these four focus areas can be found in Harsco's (Clean



Earth's ultimate parent company) 2020 Environmental, Social and Governance (ESG) Report. Additional details describing our actions and progress are highlighted in the corresponding sections of the report.



The link to the full ESG report is provided below:

https://www.harsco.com/sites/default/files/2021-05/Harsco 2020%20ESG%20Report Digital.pdf

Our ESG provides the foundation of our sustainability program. Currently Clean Earth does not have any natural gas trucks, however, the option to integrate alternative fuel/energy options are part of our future plans. We continue to develop specific metrics for a number of sustainability goals including greenhouse gas emissions. We will include those metrics and our progress toward achieving them in future ESG reports.

Clean Earth is a leader and expert in providing sustainability solutions for our clients. Our TSDFs and Processing Centers are specifically designed to help reduce short- and long-term risk through the effective treatment, recycling, and minimization of waste. Unlike end disposal (incineration or landfill) companies, Clean Earth is not committed to any single means of treatment or disposal. Clean Earth evaluates each waste stream for the most sustainable and economically feasible treatment option allowing the flexibility to balance cost and sustainability in choosing the most suitable solution for each type of waste generated.

Fullcircle

Our Advanced Waste Lifecycle Program is a long-term client partnering commitment built on trust, understanding and the desire to meet goals, stringent compliance and sustainability standards

Highlights of the program include the following:

Simplify waste management from product conception to end-of life



- Reduce, Recycle and Reuse waste wherever possible to meet today's financial and corporate sustainability goals and beyond.
- Provide transparent tracking, data analysis and reporting to simplify administrative logistics and maximize efficiencies.
- Our vast array of expertise, assures clients compliance and risk avoidance

Fullcircle carefully and strategically analyzes waste at each source of generation, then offers solutions for recycling and beneficial reuse alternatives for the material. From initial product concept to lifecycle completion and everything in

CLEAN EARTH NAMED 2021 SEAL AWARD WINNER FOR SUCCESSFUL FULLCIRCLE™ ADVANCED WASTE LIFECYCLE PROGRAM

between, the program aims to provide solutions that eliminate all the waste, recycle as much as possible, and build a scalable program for customers focused on zero waste.

Fullcircle has proven recycling and beneficial reuse success including the following:

- ➤ 1 million pounds of bulk-making waste from one multinational consumer goods corporation was diverted from traditional disposal to organic compost.
- 1 million pounds of hand sanitizer unfit for retail sale was recycled for reuse as an energy source.
- > 8 million pounds of soap-like non-viable byproduct was solutioned to an alternative use as an industrial cleaner.
- > 10 million pounds of waste material converted to an engineered fuel solution.

Emergency Response Capabilities

Clean Earth is one of the largest national emergency response providers and has the capability to respond to most chemical and environmental emergencies. Our nationwide coverage through local resources allows for prompt, effective response.

Emergency spill response is a vital responsibility for fuel spills, chemical spills, DOT hazardous materials spills (such as mercury and explosives) and EPA hazardous waste spills. Fast, professional response is also critical to high-pressure tasks such as identification of unknown substances, spill containment, proper waste handling and clean-up. In the aftermath of a natural disaster, waste and environmental concerns are only a part of a larger, complicated picture.

Every hazardous waste emergency response situation must be managed with a commitment to safety and full compliance with all applicable regulations, from the initial response to clean-up and ultimate closeout of all paperwork and reporting.



Clean Earth leverages a nationwide network of experts, facilities, equipment and subcontractors to provide clients with one-call simplicity for any hazardous waste emergency response or disaster recovery need. An emergency response team can be on-site within two hours of the initial call to our 24/7 emergency call center. All emergency response personnel and subcontractors are required to have at least a 40-hour OSHA certification and are regularly audited, qualified and evaluated

We are confident in our capability and resources to provide 24-hour emergency response services to the IWMA. ER activation instructions will be provided to the IWMA upon contract award if requested. These activation instructions will be printed on small cards, which can be distributed among the IWMA departments.

Special Response and Communications Capability

Emergency response service can be initiated 365 days per year, 24 hours per day, by calling the Clean Earth Emergency Response Hotline. The Clean Earth ER Hotline is staffed by 40-hour HAZWOPER-trained Clean Earth employees. Clean Earth never uses answering services. You will speak with a professional ER Coordinator on your initial call. Customers and company employees can utilize the toll-free telephone number listed below:

24 Hour Emergency Response Hotline: 1-877-577-2669

Primary Goals in an Emergency Spill Response

- Mobilize a well-equipped, trained crew of personnel.
- Respond to the spill scene promptly upon receiving a response request.
- Protect employees, general public and the environment.
- Work effectively with customer, state and federal agencies.
- Contain and remove potential hazards in a safe and effective manner.
- Complete all associated paperwork for documentation and billing purposes.
- > Restore all dedicated spill response equipment to its prior state of readiness.

Spill Response Experience

Clean Earth manages an extensive nationwide network of responders with spill response capabilities for both hazardous and nonhazardous materials. Clean Earth's Emergency Response service provides containment, clean up, remediation, transportation and disposal of material



resulting from the inadvertent release of dangerous goods, hazardous materials and wastes, or the spill of any material unusual in quantity or quality to the environment.

Clean Earth's response actions are pre-planned and rehearsed for a variety of scenarios. These include storage vessel leaks, tanker truck spills, derailments, marine spills, pipeline ruptures, and accidental discharges to waterways. Response team members are 40-hour OSHA HAZWOPER trained with annual 8-hour refresher courses. Our expert supervisors and technicians are trained to internationally recognized standards (NFPA 472).

Through the integrated services that Clean Earth offers, we can incorporate regulatory reporting information, analytical services, long-term remediation, waste treatment/disposal capabilities, and a wide range of equipment suitable for spill clean-up operations in various terrain and vessel/packaging situations.



EXCEPTIONS

Clean Earth has fully reviewed the RFP and sample contract and respectfully requests the following exceptions.

- B. Proposal Format and Content Requirements
- 2) Technical Workplan
- f) Include copies of Certificates of Insurance in the proposal. The Agency may withhold 50% of disposal costs until a Certificate of <u>Receipt Destruction/Treatment</u> or other proof of proper waste management is provided. Identify the way in which the bidder will confirm the final disposition of the wastes.

D. Insurance

The selected proposer shall provide, within five (5) days after the contract for services is executed by all parties, a certificate of liability insurance naming the IWMA and its employees and officers as additionally insured <u>pursuant to Additional Insured Endorsement #1 for Commercial General Liability</u>. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the IWMA.

ATTACHMENT B: SAMPLE AGREEMENT

2. Agency and Contractor Responsibilities

xii. Staffing: The Contractor shall provide all facility staffing. The Contractor shall provide a staffing level of two technicians at all times the Cold Canyon Landfill facility is open and one technician at all times the remaining facilities are open. The Contractor will staff all events at the level requested by the Agency. The Contractor shall provide staffing for facility management and maintenance as requested by the Agency. Any changes to staffing levels will be requested at least one week in advance of the scheduled collection event. If staffing is less than the requested level, the Agency may, at its sole discretion, exercise a penalty by deducting from the Contractor's invoice for that event an amount equal to the number of workers below the requested level multiplied by the contracted hourly wage for eight hours of work.

Cost for Services

Costs for Contractor services, including the provision of on-site supplies and equipment, waste packaging, transportation and disposal, and labor are included in Attachment A: Estimated Costs of Services. Prices will remain unchanged for the term of the Agreement. Unless otherwise stated, the Contractor agrees that, in the event of a price decrease, the benefit of such lower price will be extended to the Agency. The Contractor also agrees that any payment made by the Agency to the Contractor shall be net of income received from the agreement between the Contractor and PaintCare. Contractor reserves the right to adjust the fees or rates herein during the term to account for operational changes implemented to comply with changes in law, rules,



regulations, permits, licenses or approvals, or to cover increases in the cost of fuel, insurance, disposal, record keeping or to otherwise address cost escalation. Price adjustments shall be adjusted by an amount equal to 100% of the change in the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics. The CPI used will be based on the twelve (12) months of the most current monthly report when the price adjustment is requested.

- 6. Payment Schedule
- b. The Agency will pay 100% of on-site labor costs and costs for transporting wastes to facilities with which the Agency has separate waste management contractors and pay 50% of the transportation and disposal costs for wastes taken to Contractor facilities within 4530 days of receipt of invoice. The balance of the transportation and disposal costs will be paid within-4530 days upon receipt of Certificates of ReceiptDisposal/Treatment.
- c. Invoices paid under this Agreement will not exceed \$40,000 per year of the Agreement for labor.

In the event the Contractor's performance and/or deliverable report is deemed unsatisfactory by the Agency's Manager, the Agency reserves the right to withhold future payments until the performance and/or deliverable report is deemed satisfactory.

- 7. Termination
- a. Termination without Cause: The Agency Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice.
- b. Termination with Cause: The Agency may terminate this Agreement with cause immediately with written notice to the Contractor. Such notice will specify the reason for termination and will indicate the effective date of such termination. For the purposes of this Agreement, cause includes, but is not limited to, any of the following:
- Material breach of this Agreement by Contractor;
- ii. <u>Material Violation by Contractor of any applicable laws;</u>

8. Assessment of Performance and Liquidated Damages		
a.	Contractor designates	as the Contractor's HHW Program Manager and
	as the Contractor's Project N	
the :		he Agency's Manager shall have authority to enforce and
impl	ement decisions regarding the Co	entractor's responsibilities in the Agreement.



b. The Agency's Manager will assess the Contractor's performance based on the Agreement's overall requirements and the Contractor's responsibilities as the baseline for compliance, as well as how timely and competently the work is completed and in coordination with monthly Performance Reviews, as described in Section 2(xi) of this Agreement. Substandard performance will be associated with Liquidated Damages. The parties understand and agree that damages for certain breaches of this Agreement will be difficult to calculate. Accordingly, the parties have agreed upon certain amounts to be paid as liquidated damages for certain specific breaches as described below. These amounts will be deducted by the Agency from any money due to the Contractor under this Agreement.

Performance Measure	Damage Incident	Penalty
Arrival of Staff and/or	Contract staff and/or	Twelve (12) hours credit per no-show
Driver	driver no-show	contract staff per incident at the
		normal hourly wage rate of the no-
		show staff
Timeliness of Staff	Contract staff and/or	Labor credit at twice the number of
and/or Driver	driver more than 15	hours difference between the schedule
	minutes late without	start time and the actual arrival time.
	notifying the Agency	For example, two (2) hours credit per
		late person (1) hour late at the normal
		hourly wage rate of the late staff.
Preparation of Staff	Contract staff and/or	Shall be considered a no-show if the
and/or Driver for Work	driver arrives unprepared	contract staff does not report back
	for work (including, but	within one (1) hour of the scheduled
	not limited to, improper	start time prepared for work.
	dress, lack of PPE,	
	without facility keys)	
Proficiency of	The Agency finds	The assigned technician will be paid at
Technicians	Contract technicians	a rate of 80% of the technician hourly
	lacking proficiency in	rate or shall be replaced, as
	technician duties.	determined by the Agency Manager.
	Unsatisfactory	Four (4) hours of labor credit per
	performance of	unsatisfactory performer at the hourly
	Contractor technicians	wage rate of the unsatisfactory
		performer.
Compliance with	Contractor fails to comply	Payment of fines actually assessed to
applicable rules and	with applicable federal,	Agency plus \$500 per day.
regulations	state and local laws,	
	ordinances, permits, rules	
	and regulations by	
	stipulated due date	
Required	Contractor fails to submit	15-day cure period, after which \$250
Documentation,	documentation as	per day
Programs and Plans	required (includes, but is	
	not limited to, manifests,	
	CESQG documentation,	



	event surveys, Heat Illness Prevention Program, Operations Plan, records of safety training)	
Facility Management	Contractor fails to resolve facility management issues	15 cure period, after which \$250 per day
	within 30 days of notification by Agency	

29. Force Majeure

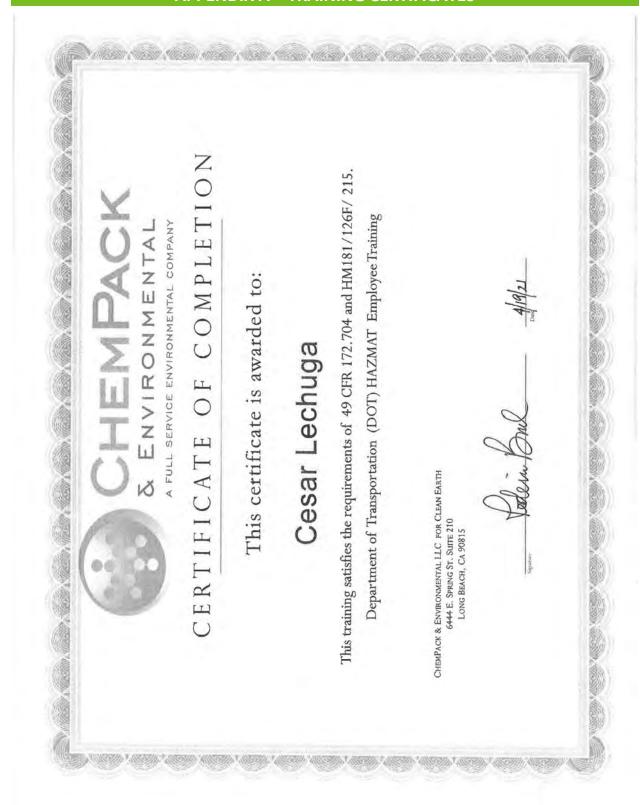
Except for the obligation to pay for services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, epidemics, pandemics, labor problems (including lockouts, strikes and slowdowns), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.

30. Limitation on Liability

In no event shall either party be liable under this Agreement for consequential, indirect, incidental, special, liquidated, exemplary, punitive or enhanced damages, lost profit or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (A) whether such damages were foreseeable, (B) whether or not it was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.



APPENDIX A – TRAINING CERTIFICATES

































APPENDIX B - PERMITS & LICENSES

Copies of Permits and Licenses for all facilities to manage waste for IWMA are provided on the following pages.



TREATMENT PLATFORM

- Full Service Solutions for the Transportation & Disposal of Hazardous Wastes in the Healthcare, Retail, and Industrial sectors
- · Industrial Solvent Products for use in Aerospace, Electronics, and Other Industries

Loading

Disposal

Sampling

Photochemical

Pharmaceutical

 Universal Waste Corrosives

Manifesting

Transportation

FACILITY SERVICES

- · Laboratory Analysis
- · Project Management
- Materials Management
- Lap Packing / Depacking
- · Technical Assistance

ACCEPTABLE MATERIALS

- Acids Oxidizers
- Bases • Flammable Toxics Non-RCRA

CAPABILITIES

· Lap Pack Pour Offs & Depacking

RECEIVING HOURS

6:00 a.m. to 12:00 p.m., Monday & Thursday Additional receiving times available by appointment only

CAPACITY

- 1,080 Drums
- 80,000 Gallons Bulk Liquid

CAD008364432

FACILITY ACCESS

Convenient access from 405 Exit Manchester Deliveries are received through the back entrance at 8716 Aviation Boulevard

- PCBsSolventsAerosolsAsbestos
- Electronics Drill Cuttings
- Universal WasteIndustrial Waste

- Flammable SolidsContaminated SoilRCRA Medical Waste

- Fresh Water Sediment
 Pier Demolition Debris
 Non-Hazardous Materials
 PFAS-Contaminated Soil

- PFAS-Contaminated Water
 Other Emerging Contaminants
 Wastewater (bulk / non-bulk)
 Hazardous Liquid (bulk / non-bulk)
- Clean and Contaminated Non-Hazardous Dredged Material
 Non-Hazardous Regulated Medical Waste, including Soft Chemotherapy Waste

Clean Earth | Inglewood, CA Audit Package



South Coast Air Quality Management District 21865 Copley Drive, Diamond Bar, CA 91765-4178

PERMIT TO OPERATE

Page 1 Permit No. G49738 A/N 597914

This initial permit must be renewed ANNUALLY unless the equipment is moved, or changes ownership. If the billing for the annual renewal fee (Rule 301.f) is not received by the expiration date, contact the District.

Legal Owner

ID 6435

or Operator:

RHO-CHEM, LLC 425 ISIS AVE

INGLEWOOD, CA 90301-2076

Equipment Location:

425 ISIS AVE, INGLEWOOD, CA 90301-2076

Equipment Description:

55 Gallon Drum Liquid Waste Removal System consisting of Transfer Pump equipped with Mesh Screen Filter with Drum Wand.

Conditions:

- Operation of this equipment shall be conducted in accordance with all data and specifications submitted with the 1. application under which this permit is issued unless otherwise noted below.
- This equipment shall be properly maintained and kept in good operating condition at all times. 2.
- The maximum amounts of bulk liquid waste received in any one day at this facility shall not exceed 67,000 3. gallons of which not more than 15,000 gallons is acetone.
- The maximum amounts of methylene chloride received at this facility shall not exceed 86,000 gallons in any one 4.
- The total amount of trichloroethylene waste solvent received in this facility shall not exceed 2,900 gallons in any
- Records shall be maintained to demonstrate compliance with the Conditions on this permit. Records shall be kept 6. in a format acceptable to the SCAQMD, shall be retained at the facility for a minimum of two years, and shall be made available to SCAQMD personnel upon request.



South Coast Air Quality Management District 21865 Copley Drive, Diamond Bar, CA 91765-4178

PERMIT TO OPERATE

Page 2 Permit No. G49738 A/N 597914

NOTICE

In accordance with Rule 206, this Permit to Operate or copy shall be posted on or within 8 meters of the equipment.

This permit does not authorize the emission of air contaminants in excess of those allowed by Division 26 of the Health and Safety Code of the State of California or the applicable Rules and Regulations of the South Coast Air Quality Management District (SCAQMD). This permit cannot be considered as permission to violate existing laws, ordinances, regulations or statutes of other government agencies.

Executive Officer

BY LAKI TISOPULOS, PhD/KL03 12/12/2017



South Coast Air Quality Management District 21865 Copley Drive, Diamond Bar, CA 91765-4178 PERMIT TO OPERATE

Page I Permit No. G49737 A/N 597915

This initial permit must be renewed ANNUALLY unless the equipment is moved, or changes ownership. If the billing for the annual renewal fee (Rule 301.f) is not received by the expiration date, contact the District.

Legal Owner or Operator:

RHO-CHEM, LLC

425 ISIS AVE

INGLEWOOD, CA 90301-2076

ID 6435

Equipment Location:

425 ISIS AVE, INGLEWOOD, CA 90301-2076

Equipment Description:

Tank Truck Loading and Unloading Station with One Loading and Unloading Location with A 2 inch Line, A Transfer Pump and A 2 Inch Vapor Return Line between the Tank Truck and Storage Tank.

Conditions:

- Operation of this equipment shall be conducted in accordance with all data and specifications submitted with the
 application under which this permit is issued unless otherwise noted below.
- 2. This equipment shall be properly maintained and kept in good operating condition at all times.
- The maximum amounts of bulk liquid waste and virgin solvents received in any one day at this facility shall not exceed 67,000 gallons.
- The maximum amounts of methylene chloride received, processed and packaged at this facility shall not exceed 86,000 gallons of methylene chloride waste in any one year.
- The total amount of trichloroethylene waste solvent received in this facility shall not exceed 15,000 gallons in any one year.
- Records shall be maintained to demonstrate compliance with the Conditions on this permit. Records shall be kept
 in a format acceptable to the SCAQMD, shall be retained at the facility for a minimum of two years, and shall be
 made available to SCAQMD personnel upon request.



South Coast Air Quality Management District 21865 Copley Drive, Diamond Bar, CA 91765-4178

PERMIT TO OPERATE

Page 2 Permit No. G49737 A/N 597915

NOTICE

In accordance with Rule 206, this Permit to Operate or copy shall be posted on or within 8 meters of the equipment.

This permit does not authorize the emission of air contaminants in excess of those allowed by Division 26 of the Health and Safety Code of the State of California or the applicable Rules and Regulations of the South Coast Air Quality Management District (SCAQMD). This permit cannot be considered as permission to violate existing laws, ordinances, regulations or statutes of other government agencies.

Executive Officer

BY LAKI TISOPULOS, PhD/KL03 12/12/2017



California Environmental Protection Agency Department of Toxic Substances Control

HAZARDOUS WASTE FACILITY PERMIT

Facility Name: Rho-Chem, LLC 425 Isis Avenue Inglewood, California 90301

Owner Name: Rho-Chem, LLC 5151 San Felipe, Suite 1600 Houston, Texas 77056

Operator Name: Rho-Chem, LLC 425 Isis Avenue Inglewood, California 90301 Facility EPA ID Number: CAD008364432

Effective Date: August 28, 2008

Expiration Date: August 27, 2018

Permit Modification History:

1. Class 1-March 8, 2012 2. Class 2-March 8, 2012

Pursuant to California Health and Safety Code section 25200, this Resource Conservation and Recovery Act (RCRA)-equivalent Hazardous Waste Facility Permit is hereby issued to Rho-Chem, LLC.

The Issuance of this Permit is subject to the terms and conditions set forth in Attachment A and the Part "B" Application (Operation Plan) dated March 28, 2008. The Attachment A consists of 33 pages including Figures 1, 2 and appendix I called "Permit Modification History".

Farshad Vakili, P.E., Team Leader Treatment and Storage Team Office of Permitting Department of Toxic Substances Control

Date: March 8, 2012





State Water Resources Control Board

Approved Date: March 27, 1992

Jesus Robles Copas Rho Chem LLC 425 Isis Ave Inglewood CA 90301

RECEIPT OF YOUR NOTICE OF INTENT (NOI)

The State Water Resources Control Board (State Water Board) has received and processed your NOI to comply with the terms of the General Permit to Discharger Storm Water Associated with Industrial Activity. Accordingly, you are required to comply with the permit requirements.

The Waste Discharger Identification (WDID) number is: 4 19I001526 . Please use this number in any future communication regarding this permit.

FACILITY DESCRIPTION

OPERATOR: Rho Chem LLC

FACILITY INFORMATION: Rho Chem LLC

425 Isis Ave Inglewood

COUNTY: Los Angeles

SIC/NAIC CODES: 4953

When the operator changes (i.e. the business was bought or transferred), a new NOI, site map, and fee must be submitted by the new operator. As the previous operator, you are required to submit a Notice of Termination (NOT) to the local Regional Water Board stating you no longer own or operate the facility and coverage under the General Permit is not required. Unless notified, you will continue and are responsible to pay the annual fee invoiced each April.

If you have any questions regarding permit requirements, please contact your Regional Water Board at 213-576-6600. Please visit the storm water web site at http://www.waterboards.ca.gov/water_issues/programs/stormwater/ to obtain an NOT and other storm water related information and forms.

Sincerely,

Storm Water Section Division of Water Quality

"EBCIA MARCUS, GHAR | THOMAS HOWARD EXCLUTIVE DETICAL

1001 | Street PO No. 1977, Sarramento, California, 9583 () - www.yoro/lounds-salgev.em.) 866-663-3107, (sq.916)-911-556 (

Q merces a money

Permits and Regulatory Agencies

Operating Permits						
Permit	Agency	Permit Number				
RCRA Part B Permit	California Environmental Protection	CAD008384432				
	Agency Department of Toxic Substances					
	Control					
Stormwater Permit	California Water Boards	4 191001526				
Air Permit	South Coast Air Quality Management	6435				
	District					
Industrial Wastewater	Sanitation Districts of LA County	1751080				
Discharge Permit						
CUPA Facility Permit	LA County Certified Unified Program	AR0014666				
	Agency					

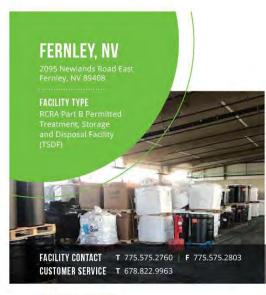
Compliance History

NOVs & AgencyVisits for Compliance Histories

Location Selection: Organization:All Locations - All Locations Reporting Period: 10/20/2017 to 10/20/2022 based on Record Incident Date

Report Parameters: Type= Self-Reported NOV, Agency Inspection, Agency Cited NOV Without Penalty, Agency Cited NOV With Penalty, Environmental Agency Inspection, Safety Agency Inspection, Transportation Agency Inspection, Security, Fire Other Agency, Inspection, Local Agency Inspection, Inspect

Date	ule), Safety & Health, Other (non-	Work Location	Description	Resolution	NOV	Consent Order	Penalty
	▼	_	Ţ v	_			Issued
	US CA Los Angeles Cou	inty	LA County Fire Dept. came for an unscheduled inspection. No	Open – Under Internal			
12/05/2017	Fire Dept (CUPA)	Inglewood CA TSDF	NOVs issued.	Review	N	No	No
			LA County Fire Department came to inspect for HazMat permit				
01/11/2018	Fire Department	Inglewood CA TSDF	renewal. No violations found.	Resolved – No Findings	N	No	No
01/11/2010	The Department	Ingicwood of C TODI	Inspector from Inglewood Public	resolved 140 i mangs		140	140
			Works came to inspect for				
			stormwater compliance. No				
01/25/2018	US CA Inglewood, City o	of Inglewood CA TSDF	violations found.	Resolved – No Findings	N	No	No
			CUPA (LA County Health and Hazmat) came for an				
			unannounced inspection. No				
02/15/2018	Fire Department	Inglewood CA TSDF	violations cited.	Resolved - No Findings	N	No	No
			DTSC came for unannounced				
			annual inspection, scheduled to				
00/45/2040	US CA Dept of Toxic	Indiamond CA LTCDE	continue through next	Open – Under Internal	NI .	No	No
02/15/2018	Substance Control (DTSC)	Inglewood CA TSDF	Wednesday. LA County Fire Department	Review	N	No	No
			Inspector came to check training				
06/06/2018	Fire Department	Inglewood CA TSDF	records. No violations found.	Resolved - No Findings	N	No	No
			Inspector from Dept. of Food and				
			Agriculture came to inspect				
44/00/2217	US CA Department of Fo		Universal Waste storage area.	December 11 Fig. 11	. .		
11/08/2018	and Agriculture	Inglewood CA TSDF	No violations found.	Resolved – No Findings	N	No	No
			Scheduled LA County Fire Department inspection - no				
05/16/2019	Fire Department	Inglewood CA TSDF	violations found	Resolved – No Findings	N	No	No
			Dept. of Weights and Measures				
	US CA Department of Fo	bod	inspector came to verify scale				
08/14/2019	and Agriculture	Inglewood CA TSDF	calibrations. No violations found.	Resolved – No Findings	N	No	No
			LA County Fire Department came				
01/07/2020	US CA Los Angeles,	Inglewood CA TSDF	for unannounced inspection. No violations noted.	Resolved – No Findings	N	No	No
01/07/2020	County of	Inglewood CA 15DF	DTSC arrived for unannounced	Resolved – No Findings	IN	INO	INO
			compliance inspection.	Resolved - Corrective			
			Inspection is expected to run	actions completed,			
	US CA Dept of Toxic		through Feb. 4. No violations	penalty assessed and			
01/28/2020	Substance Control (DTSC)	Inglewood CA TSDF	noted on the first day.	paid	Υ	Yes	Yes
			DTSC completed a 6-days-long				
			inspection, spending many hours reviewing records. No violations				
			noted in the plant, operations, or				
			tracking system. One Class II				
			violation being considered relates				
	US CA Dept of Toxic		to improper closure of equipment	Open – Awaiting Agency		1	
02/05/2020	Substance Control (DTSC)	Inglewood CA TSDF	removed in 1990's.	Response	N	No	No
			Inglewood Fire Department came to walk through the plant and				
			familiarize themselves with the				
05/19/2020	Fire Department	Inglewood CA TSDF	site.	Resolved – No Findings	N	No	No
04/07/	E. 5		LA County Fire Department came		ļ.,	l	l
01/07/2021	Fire Department	Inglewood CA TSDF	to inspect - no violations issued	Resolved – No Findings	N	No	No
			CUPA inspector came to inspect the waste processing areas and				
	US CA Los Angeles Cou	intv	solvent product storage. No				
02/23/2021	Fire Dept (CUPA)	Inglewood CA TSDF	violations noted.	Resolved - No Findings	N	No	No
			LA County Fire Department came				
00/00/	US CA Los Angeles Cou		for an unscheduled inspection.		ļ.,	l	l
03/02/2021	Fire Dept (CUPA)	Inglewood CA TSDF	No deficiencies noted. Site visit	Resolved – No Findings		No No	No No
11/22/2024	Fire Department	Inglewood CA TSDF	As a result of the inspection that	Resolved – No Findings	IN	140	INU
11/22/2021			took place on 3/3/22 DTSC				
11/22/2021			discovered violations of California				
11/22/2021			Hazardous Waste Control Laws				
11/22/2021							
11/22/2021			and its implementing regulations				
11/22/2021			that are identified on the attached				
	US CA Dept of Toxic	Indiamad CA LTODS	that are identified on the attached pages. Please see Files Tab	actions completed, no	V	Ne	No
03/03/2022	US CA Dept of Toxic Substance Control (DTSC)	Inglewood CA TSDF	that are identified on the attached pages. Please see Files Tab below for DTSC files.		Y	No	No
		Inglewood CA TSDF	that are identified on the attached pages. Please see Files Tab below for DTSC files. Los Angeles County Sanitation	actions completed, no	Y	No	No
		Inglewood CA TSDF	that are identified on the attached pages. Please see Files Tab below for DTSC files.	actions completed, no	Υ	No	No
	Substance Control (DTSC)	Inglewood CA TSDF	that are identified on the attached pages. Please see Files Tab below for DTSC files. Los Angeles County Sanitation District come to inspect for any	actions completed, no		No	No
03/03/2022	Substance Control (DTSC) US CA Los Angeles,		that are identified on the attached pages. Please see Files Tab below for DTSC files. Los Angeles County Sanitation District come to inspect for any discharge and to ensure our	actions completed, no penalty assessed			



Clean Earth ...



TREATMENT PLATFORM

Inorganic Waste Treatment; Metal-Bearing Resource Recovery; Photographic Silver Recovery, Battery Recycling, Disposal of Hazardous, Non-Hazardous, and Universal Waste

FACILITY SERVICES

- · Loading
- Disposal
- Transportation Technical Assistance
- Sampling
- · Materials Management

ACCEPTABLE MATERIALS

Most Hazardous Wastes accepted, with the exception of:

- Biological
- - Call in advance to confirm

CAPABILITIES

- · Lab Pack Pouroffs & Depacking
- Bulking RCRA Incineration Solids up to 55-Gallon or CYB
- · Neutrilization of Acids and Alkaline Liquids, Sludges & Solids (Liquids Only)

RECEIVING HOURS

8:00 a.m. to 5:00 p.m., Monday - Friday Some extended hours may be available on a limited basis and by pre-approved appointment only

- · 182,303 Gallons & 2,942 Drums (Liquids)
- · 3,211 Cubic Yards (Solids)

EPA ID

NVD 980 985 338

FACILITY ACCESS

- · Convenient access off of I-59 / 20
- · Drivers must back down the road to our facility · We do not have the ability to turn around

- Marine Debris
 Universal Waste
 Industrial Waste
 Marine Sediment

- Contaminated Soil
 RCRA Medical Waste

- Fresh Water SedimentPier Demolition DebrisNon-Hazardous Materials

- Other Emerging Contaminants
- Wastewater (bulk / non-bulk)
 Hazardous Liquid (bulk / non-bulk)
- Clean and Contaminated Non-Hazardous Dredged
- Material
 Non-Hazardous Dreagee
 Material
 Non-Hazardous Regulated
 Medical Waste, including
 Soft Chemotherapy Waste

Clean Earth | Fernley, NV Audit Package

Nevada Department of Conservation and Natural Resources . Division of Environmental Protection



BUREAU OF AIR POLLUTION CONTROL

901 SOUTH STEWART STREET SUITE 4001 CARSON CITY, NEVADA 89701-5249 p: 775-687-9350 • www.ndep.nv.gov/bapc • f: 775-687-6396

Facility ID No. A0565

Permit No. AP4953-2235.01

CLASS II AIR QUALITY OPERATING PERMIT

Issued to: 21st Century Environmental Management of Nevada, LLC Mailing Address: 2095 Newlands Drive East, Fernley, Nevada 89408 Physical Address: 2095 Newlands Drive East, Fernley, Nevada 89408

General Facility Location:

SECTION 8, T 20N, R 25E, MDB&M HA 76 - FERNLEY AREA/ LYON COUNTY

NORTH 4.386.70 KM, EAST 310.91 KM, UTM ZONE 11 - NAD 83

Emission Unit List (06 Emission Units):

System 01 - Liquid Treatment

Twenty-nine tanks (3,000 to 6,000 gallons each) in indoor tank storage area

Pumping of liquid to one of seven (7) treatment tanks Seven (7) treatment tanks (3,500 to 7,000 gallons each) Pumping of neutralized solutions to clarifier or "C" tanks

Clarifier or "C" tanks (quantity unknown)

Filter press feed

Filter press to separate suspended solids from the liquids

Pumping of liquid to effluent or "E" tanks Seven (7) effluent or "E" tanks (6,000 gallons each)

System 02 - Lab Pack S 2.002 Incres

2.002 Inorganic chemical consolidation 2.003 Organic chemical consolidation

System 03 - Boiler Combusting Natural Gas

Boiler, manufactured by Miura Boilers, 6.95 MMBtu, model LX(L)-200 SG, serial #0935S4060

System 04 - Emergency Diesel Generator

2.005 Diesel generator

System 05 - Crystallizer

End of Emission Units

2.006 Crystallizer





RCRA PERMIT FOR A HAZARDOUS WASTE MANAGEMENT FACILITY



Permittee:

Facility EPA ID#:

Permit Number:

21st Century EMN, LLC Fernley, Nevada 89408 NVD980895338 NEVHW0024 RENEWAL October 2013

This Permit is issued by the Nevada Division of Environmental Protection (NDEP) under the authority of Section 3006 of Resource Conservation and Recovery Act (RCRA) (40 CFR regulations codified in Part 271), Nevada Revised Statutes (NRS) 459.520 and Nevada Administrative Code (NAC) 444.842 through 444.8746 and 444.960. The State of Nevada has adopted 40 CFR Subpart A of Part 2, Subparts A and B of Part 124, and Parts 260 through 270 inclusive, by reference in the NAC at 444.8632 with exceptions listed at 444.86325 and as revised at 444.8633 and 444.8634. This Permit is issued to 21st Century Environmental Management of Nevada, LLC (hereafter called the Permittee), to operate a hazardous waste management facility located at 2095 Newlands Drive East, in Fernley, Nevada, at a latitude of 39° 36' 34" North, longitude of 119° 12' 10" West, and summarily described as follows:

The facility is located on a 10 acre site, which is owned and operated by 21st Century Environmental Management of Nevada, LLC (21EMN). The facility consists of:

- Five (5) Container Storage Units;
- Six (6) Alkaline/Cyanide Storage Tanks;
- > Two (2) Alkaline Storage Tanks;
- > Eleven (11) Acid Storage Tanks;
- Seven (7) Chemical Treatment Tanks;
- Seven (7) Post Treatment (Storage) Tanks;
- > One (1) Evaporator;
- > Two (2) Filter Presses; and
- Lab Packing and Loose Packing Operations.

There are no land disposal units at this site and the entire facility is expected to be clean-closed. The Permittee is required to conduct groundwater monitoring on a quarterly basis, as described in Sections 10 (Groundwater Detection Monitoring) and 11 (Groundwater Compliance Monitoring) of this permit. The facility has conducted a RCRA Facility Investigation (RFI), as described in Section 12A (Corrective Action Conditions for Regulated Units) of this permit, in response to elevated levels of chromium and cyanide observed in selected groundwater monitoring wells; and has submitted an RFI Report summarizing the results. The Permittee has also developed and submitted a Corrective Measures Study (CMS) and a Corrective Measures Implementation (CMI) Work Plan and Design Report, which shall be implemented, as defined in Permit Section 12B.

The Permittee must comply with all terms and conditions of this Permit. This Permit consists of the conditions contained herein, the Permit Application (Parts A and B), and the applicable regulations contained in 40 CFR Parts 124, 260 through 270, and Sections 206, 212, and 224 of HSWA, which require corrective action for all releases of hazardous wastes or constituents from any solid waste management unit (SWMU) at a treatment, storage, or disposal unit seeking a Permit, regardless of the

¹ The Fernley facility's permitted legal entity is 21st Century Environmental Management of Nevada, LLC, whose parem company is PSC Environmental Services, LLC (PSC). The facility uses "PSC" as a recognized name in the waste management industry.

time at which waste was placed in such unit, as specified in the Permit. If there are conflicts between this Permit and the Permit Application, the Permit shall prevail. Applicable regulations are those that are in effect on the date of issuance of the Permit, in accordance with 40 CFR 270.32(c) and NAC 444.8632.

This Permit is based on the assumption that the information submitted in the Part A (dated July 18, 2012) and Part B (dated July 18, 2012) Permit Applications and subsequent amendments¹¹ (last one dated August 7, 2013) is accurate, and that the facility will be operated and closed as specified in the Permit Application and this Permit.

Any inaccuracies found in the submitted information may be grounds for the termination, revocation and reissuance, or modification of this Permit in accordance with 40 CFR 270.41, 270.42, 270.43, and NAC 444.8632, and for enforcement action. The Permittee must inform the Director of any deviation from or changes in the information in the application, which would affect the Permittee's ability to comply with applicable regulations or permit conditions. Failure to comply with any term or condition set forth in this Permit in the time or manner specified herein will subject the Permittee to possible enforcement action and penalties pursuant to NRS 459.565, 459.570, 459.585, and 459.595.

This Permit is effective as of October 31, 2013 and shall remain in effect until October 31, 2018 unless revoked and reissued under 40 CFR 270.41 and NAC 444.8632, terminated under 40 CFR 270.43 and NAC 444.8632, or continued in accordance with 40 CFR 270.51(a) and NAC 444.8632.

This Permit shall be reviewed by the Director five (5) years after the date of Permit reissuance and shall be modified, as necessary, as provided in NRS 459.520 (4) and 40 CFR 270.50(d).

R. Eric Noack

Chief, Bureau of Waste Management

Nevada Division of Environmental Protection

Date

P/BWM/HW Permits/21st Century Environmental Managament (TSD)/Permits/ENEWAL - 2009/67NAL Permit/Signature Page - 21 EM LLC 2013 Permit does

Signature Page

Page 2 of 2

[&]quot;Hereafter referred to as the Permit Application.

County of Lyon **Board of County Commissioners/Planning Commission** HAZARDOUS WASTE PERMIT SPECIAL USE PERMIT has been issued to _____ ETICAM P.O. Box 1075 Fernley, NV 89408 for the purpose of __metal recovery & reprocessing business/ existing facility in Lyon County for the period beginning <u>April 11</u>, 19 91 until revoked , 19 ____ subject to all approved conditions. Chairman - Board of Commissioners -NOT TRANSFERABLE-

Maria della della

Re: Stormwater Industrial (Multi-Sector) Permit NVR050000 Site ID: ISW-48497

Project Name: 21st Century Environmental Management of Nevada, LLC

Date: 1/12/2021

Owner: Clean Earth Environmental Solutions, Inc.

Operator: 21st Century Environmental Management

of Nevada, LLC

Jeffrey Davis

Richard King

334 S Warminster Rd

2095 Newlands Drive East

Hatboro PA 19040

Fernley NV 89408

Renew NO

* If this is a Renewal Application, NO filing fee is required.

Submission of this Electronic Notice of Intent constitutes notice that the Permittee identified in this request intends to be authorized by a permit issued by the State of Nevada and has or will comply with the following:

- 1. The Permittee will comply with all applicable permit conditions,
- 2. The Permittee understands that implementation of all controls required under by a General Permit will begin at the time the permittee commences work on the project identified in this application;
- The Permittee understands that failure to submit the required \$200.00 fee and this signed Certification
 Page within 30 days of the electronic submittal will result in failure for eligible coverage under the General
 Permit: and.
- 4. That Nevada Administrative Code (NAC) 445A requires that a Permittee (discharger) who is covered under a general permit shall pay to the Director/Division an annual services fee on or before July 1 of each year that the discharger is covered under that permit; and,
- To terminate coverage of a General Permit, the Permittee must submit a Notice of Termination ("NOT") form when their facility no longer has any discharges associated with the site identified in this application for General Permit coverage.

Please mail the filing fee of \$200.00 along with this notice to:

Bureau of Water Pollution Control Nevada Division of Environmental Protection 901 South Stewart Street, Suite 4001 Carson City, NV 89701-5249

For General Stormwater questions, please call 775-687-9442. For questions regarding other general permits please call 775-687-9492.

Project located in whole or in part on tribal lands: No

NOI Certification Statement

"I hereby certify that I am familiar with the information contained in the application and that to the best of my knowledge and ability such information is true, complete, and accurate."

Owner or Operator Name (Please

21st Century Environmental Management of Nevada, LLC

Signature (Please use a Non-Black Ink

Color)

Any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained by the provisions of Nevada Administrative Code (NAC) 445A, or by any permit, rule, regulation, or order issued pursuant thereto, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under the provisions of Nevada Administrative Code (NAC) 445A, inclusive, or by any permit, rule, regulation, or order issued pursuant thereto, is guilty of a gross misdemeanor and shall be punished by a fine of not more than \$10,000 or by imprisonment in the county jail for not more than 1 year, or by both fine and imprisonment.

Attachmed File: Fernley - Contingency Plan_Rev3-12-30-2020.pdf

Keep The Below Entered Information As Your Record

(New Permit: ISW-48497)

General Permit Questions

- 1. Does the facility dispose of wastewater or have a wastewater application? No
- 2. Does the facility store material or products outside in an exposed area? $\bf Yes$
- 3. Does the facility load, unload and/or transport material or products in an exposed area? Yes
- 4. Does the facility have material handling equipment stored or used in an exposed area? Yes
- 5. Does the facility store, keep materials or products in open, deteriorated or leaking storage drums, barrels, tanks, and/or similar containers in an exposed area? **No**
 - 6. Does the facility store or house materials or products of past industrial activity in an exposed area? Yes
 - 7. Does the facility have waste material stored or kept in an exposed area? Yes
- 8. Does the facility use, store, or clean industrial machinery or equipment in an area where residuals from machinery or equipment remain in an exposed area? No
 - 9. Does the facility have materials or residuals (including spills/leaks) on the ground? No
 - 10. Does the facility handle or store material or products on roadways or railways owned or maintained by the discharger? No
- 11. Does the facility have particulate matter or visible deposits of residuals from roof stacks and/or vents that could be evident in storm water outflow? No

Page | 128

*************	*********
	Section 1
*************	********
Facility / Site Information	
Site Name: 21st Century Environmental Management	t of Nevada, LLC
Address Line 1: 2095 Newlands Drive East	
Address Line 2:	
City / State / Zipocde: Fernley, 89408	
Contact Name (Phone #): Jeffrey Davis (3137433013)	
Email: jdavis2@harsco.com	
Name of Receiving Water and /or Description of Discharg	ge Location: unknown/unnamed
Frequency of Discharge:	
Estimated Flow in Gallons: 0	
Estimated Begin - End Date: 01/04/2021 - 12/31/203	39
SWPPP Information	
Address Line 1: 2095 Newlands Drive East	
Address Line 2:	
City State / Zipocde: Fernley, 89408	
Contact Name (Phone #): Jeffrey Davis (3137433013	3)
Location / GIS Information	
Assessor's Parcel Number (APN): 021-251-06	
Standard Industrial Classification (SIC) Code:	
County(ies):	

S	Section 2, 3 And 4
************	*******
Owner Name and Address	Operator Name and Address
Is the Owner the Permittee? - NO	Is the Operator the Permittee? - YES
Owner Name: Clean Earth Environmental Solutions,	Operator Name: 21st Century Environmental Management of Nevada,
Inc. Address Line 1: 334 S Warminster Rd	Address Line 1: 2095 Newlands Drive East
Address Line 1: 334 5 Warminster Ru	Address Line 2:
City / State / Zipocde: Hatboro, 19040	City / State / Zipocde: Fernley,
Contact Name: Jeffrey Davis	Contact Name: Richard King
Contact Phone #: 3137433013	Contact Phone #: 7755752760
Taxpayer ID (TIN): 262836612	Taxpayer ID (TIN): 262275838
Legal Status:	Legal Status:
Billing/Invoicing	Legal States
Send Annual Billing/Invoicing Information to:	
Attachments	
Attached File Name: Fernley - Contingency Plan_Rev	

Page | 129

Permits and Regulatory Agencies

Operating Permits						
Permit	Permit Number					
RCRA Part B	Nevada Division of Environmental Protection	NEVHW0024				
Stormwater Permit	Nevada Division of Environmental Protection	NVR050000				
Air Permit	Bureau of Air Pollution Control	AP4953-2235.01				
Hazardous Materials Permit	Nevada State Fire Marshall	31582				

Compliance History

NOVs & AgencyVisits for Compliance Histories

Location Selection: Organization:All Locations - All Locations Reporting Period: 10/20/2017 to 10/20/2022 based on Record Incident Date

Report Parameters: Type= Self-Reported NOV, Agency Inspection, Agency Cited NOV Without Penalty, Agency Cited NOV With Penalty, Environmental Agency Inspection, Safety Agency Inspection, Transportation Agency Inspection, Security, Fire, Other Agency, Healthcare Agency Inspection, Local Agency Inspection, Incident (originating event in an incident module), Safety & Health, Other (non-Agency)

Date	Agency	Work Location	Description ▼	Resolution	NOV	Consent Order	
	<u> </u>			_	Y	_	Issued
			Regulators from the Nevada DEP				
			came to Fernley on a scheduled				
			visit related to the renewal of our				
			air permit. These regulators				
	US NV Dept of		toured the facility and received				
	Environmental Protection		answers to their questions about				
01/17/2018	(NDEP)	Femley NV TSDF	our application and our facility.	Resolved - No Findings	N	No	No
	` <i>,</i>	7 1	Unannounced state NDEP	3			
			inspection at the Fernley facility.				
			The facility was in really good				
			shape. No violations just a				
			warning and recommendations				
	US NV Dept of		having to do with <12 missing				
	Environmental Protection		labels and a container needing				
			9			l	
06/12/2018	(NDEP)	Femley NV TSDF	overpacking.	Resolved - Corrective ac	N	No	No
			El Oliver				
			Fire Chief Huntley was on site				
			today for an unannounced				
			inspection - Inspection went well.				
10/02/2018	US NV Lyon County	Femley NV TSDF	No findings – very complimentary.	Resolved - No Findings	N	No	No
			Washoe County Health Inspection				
01/23/2019	US NV Washoe, County of	Femley NV TSDF	- Transportation Permit	Resolved – No Findings	N	No	No
			Nevada Division of Environmental				
			Protection (NDEP) Bureau of				
			Sustainable Materials				
			Management (BSMM) staff				
			members conducted a RCRA				
	US NV Dept of		Compliance Evaluation Inspection				
	Environmental Protection		(CEI) of the 21EMN facility in				
06/19/2019	(NDEP)	Femley NV TSDF	Fernley, Nevada.	Resolved - Dismissed	N	No	No
00/10/2010	(NDEI)	T CITILOY IVV TODI	NV OSHA received a complaint	TCCCOVCC DISTINGUECO		140	140
			·				
			from a recently terminated TM				
			who claimed that some lab data				
			had been falsified.				
			Fernley Team had already				
			investigated the incident and				
			_				
			determined it was an error in				
	1		sample processing and not				
01/31/2020	OSHA - State/Local	Femley NV TSDF	intentional falsification.	Resolved – No Findings	N	No	No
			Nevada DEP completed an on-				
			site RCRA inspections. No				
			violations to be issued. Minor				
	US NV Dept of		issues noted during the				
	Environmental Protection		inspection that were corrected at				
06/30/2021	(NDEP)	Femley NV TSDF	the time.	Resolved - Dismissed	N	No	No
			OSHA responded to a call from				
			Fire Marshall after dealing with				
10/14/2022	OSHA - State/Local	Femley NV TSDF	Fire in Cell "C".	Open - Awaiting Agency	N	No	No
			Drum of MEK Peroxide Self-				
			ignited in Cell "C", causing a fire				
			that activated agencies to				
	LIC I NIV I Dept of						
	US NV Dept of		respond. Fire Marshall called				
	Environmental Protection		NDEP, thus the reason for the				
10/18/2022	(NDEP)	Femley NV TSDF	NDEP inspection.	Open - Awaiting Agency	la r	No	No

Clean Earth - Kent



FACILITY SERVICES

- · WWTP
- Solidification · Shredding of MRW / Non-Regulated

HHW Lab Pack / Depack

- + Consolidation
- · PRM (Paint Machine)

TREATMENT PLATFORM

Stabilization of MRW, HHW and Non-Hazardous Waste, MRW, HHW and Non-Hazardous Waste Treatment, RCRA and Non-Hazardous Wastewater Processing, Treatment and Disposal of TSCA, MRW, HHW & Non-Hazardous Material, Solid Waste Treatment and Disposal

ACCEPTABLE MATERIALS

- Acids
- Alkali
- Toxic · TSCA
- Oxidizer
- Flammable
- MRW Waste in Drums Only

- · Bulk Dangerous Waste
- · Non-Regulated
- Non-Hazardous
- · Cyanide / Sulfide
- · Organic Peroxide
- · Reactive
 - · Class 1, Class 2,
 - Class 3, Class 4,
 - Class 5, Class 6,
 - Class 8, Class 9

RECEIVING HOURS

7:30 a.m. to 3:00 p.m., Monday - Friday Receiving hours can be extended by special arrangement

CAPACITY

- + 180 Drums TSCA
- 3,600 Drums MRW / Non-Regulated
- · 34,000 Gallons DW Waters
- · 290,000 Gallons Non-Regulated Waters

PERMIT

- King County TSCA Industrial Waste · Part B
 - Water Discharge · Solid Waste / MRW

FACILITY ACCESS

Easy access from both I-5 and highway 167

- PCBs
- Marine Debris Universal Waste
- Solvents
- Aerosols

- Electronics
- · Drill Cuttings
- · Industrial Waste
 - Marine Sediment
 Pharmaceuticals
 Flammable Solids
 - · Contaminated Soil
 - RCRA Medical Waste
- · Fresh Water Sediment
- · Pier Demolition Debris
- Non-Hazardous Materials
- PFAS-Contaminated Soil
 PFAS-Contaminated Water
 Other Emerging Contaminants
- Wastewater (bulk / non-bulk)
- Hazardous Liquid (bulk / non-bulk)
- · Clean and Contaminated Non-Hazardous Dredged
- Non-Hazardous Regulated Medical Waste, including Soft Chemotherapy Waste

Effective Date: 06, 25, 2012 Permit No.: WAD 991 281 767
Expiration Date: 06, 25, 2022 Page 1 of 40

PERMIT FOR THE STORAGE AND TREATMENT OF DANGEROUS WASTE

Department of Ecology PO Box 47600 Olympia, Washington 98504-7600 Telephone: (360) 407-6700

Issued in accordance with the applicable provisions of the Hazardous Waste Management Act, Chapter 70.105 Revised Code of Washington (RCW), and the regulations promulgated there under in Chapter 173-303 Washington Administrative Code (WAC).

ISSUED TO: Burlington Environmental, LLC.

20245 77th Avenue South Kent, Washington 98032 WAD 991281767

This Permit is effective June 25, 2012 and will remain in effect until June 25, 2022, unless revoked and reissued, or terminated under WAC 173-303-830 or continued in accordance with WAC 173-303-806(7) or as provided at condition 1.2.3 of this Permit.

blistic

Date

ISSUED BY: WASHINGTON DEPARTMENT OF ECOLOGY

Northwest Regional Office Section Manager Hazardous Waste & Toxics Reduction Program

Washington Department of Ecology

Permit No.: 7159-10 Issuance Date: May 24, 2021 Effective Date: May 25, 2021 Expiration Date: May 24, 2026



WASTE DISCHARGE PERMIT

Department of Natural Resources and Parks Industrial Waste Program 201 S. Jackson Street, Suite 513 Seattle, WA 98104-3855

In accordance with the provisions of Chapter 90.48 RCW as amended, Public Law 92-500, and King County Code 28.84.060, a Waste Discharge Permit is issued to:

Burlington Environmental LLC - Kent

Facility location: 20245 77th Avenue S.

Kent, WA 98032

Business hours phone: 253-872-8030

Emergency (24-hour) phone: 253-988-4671

Mailing address: 1701 E Alexander Avenue

Tacoma, WA 98421

Permission is hereby granted to discharge industrial wastewater from the above-identified facility into the King County sewerage system in accordance with the effluent limitations and monitoring requirements set forth in this permit.

This permit is based on information provided in the permit application, which together with the following conditions and requirements are considered part of the permit. All requirements and ordinances of King County pertaining to the discharge of wastes into the King County sewerage system are hereby made a condition of this permit. All discharges and activities authorized herein shall be consistent with the terms and conditions of this permit.

This permit is not transferable without authorization from the King County Industrial Waste Program (KCIW). Failure to provide advance notice of a transfer renders this waste discharge permit voidable on the date of facility transfer.

DocuSigned by

By Mark Henley

Mark Henley, Industrial Waste Program Manager

DECISION TO APPROVE BURLINGTON ENVIRONMENTAL'S APPLICATION TO COMMERCIAL STORE PCB WASTE

EPA has determined that the criteria for approval to engage in the commercial storage of PCB waste set forth in 40 CFR § 761.65(d) have been met. Specifically, the Application demonstrates that BELLC's storage facility, storage capacity, employee qualifications, closure plan, and financial assurance for closure satisfy applicable requirements, and that operation of the storage facility, when conducted in accordance with the conditions of this Approval and all applicable provisions of the PCB regulations, will not pose an unreasonable risk of injury to health or the environment. EPA approves the BELLC Application to commercially store and treat PCBs and PCB Items for disposal at the Kent Facility.

This Approval will become effective the date that the Director, acting on BELLC's application, signs it and expires 10 years from such date, unless suspended, revoked or terminated, or administratively continued, in accordance with the conditions of this Approval, or unless otherwise authorized under applicable law.

This approval does not relieve BELLC from compliance with all applicable federal, state and local regulatory requirements, including the federal PCB regulations at 40 C.F.R. Part 761.

8/26/21 Date Hamlin, Timothy

Region 10

Digitally signed by Hamle, Tenodry Date: 2021.08.26 13:09:09-0700*

Timothy B. Hamlin
Director
Land, Chemicals, and Redevelopment
Division
U.S. Environmental Protection Agency

Permits and Regulatory Agencies

Operating Permits						
Permit	Permit Number					
RCRA Part B	Environmental Protection Agency (EPA) & Washington Department of Ecology	WAD991281767				
	Washington Department of Ecology (WDOE)					
POTW Permit	King County Industrial Waste	7159-08				
Moderate Risk Waste Handling	Public Health – Seattle & King County	PR0063893				
Annual Registration	Puget Sound Clean Air Agency (PSCAA)	10154				

Compliance History

NOVs & AgencyVisits for Compliance Histories

Location Selection: Organization:All Locations - All Locations Reporting Period: 10/20/2017 to 10/20/2022 based on Record Incident Date

Report Parameters: Type= Self-Reported NOV, Agency Inspection, Agency Cited NOV Without Penalty, Agency Cited NOV With Penalty, Environmental Agency Inspection, Safety Agency Inspection, Transportation Agency Inspection, Security, Fire, Other Agency, Healthcare Agency Inspection, Local Agency Inspection, Incident (originating event in an incident module), Safety & Health, Other (non-Agency)

Date	Agency	Work Location	Description	Resolution	NOV	Consent Order	Penalt
			Unannounced inspection	·			issued
			·				
	110 110 4 10		conducted by King County. No				
	US WA Seattle King		findings. No NOVs issued.				
11/16/2017	County Public Health	Kent WA TSDF	Report attached.	Resolved – No Findings	N	No	No
			Unannounced inspection				
			conducted by Puget Sound Clean				
	US WA Puget Sound Clean		Air Agency. No findings. No				
12/13/2017	Air Agency (PSCAA)	Kent WA TSDF	NOVs issued.	Resolved - No Findings	N	No	No
	, , , , , , , , , , , , , , , , , , ,		Unannounced inspection				
			conducted by King County, with 3	Resolved - Corrective			
	US WA Seattle King		minor NOVs issued. Report	actions completed, no			
04/00/0040		K WA LTODE			.,	NI.	N
01/23/2018	County Public Health	Kent WA TSDF	attached.	penalty assessed	Υ	No	No
			Routine yearly inspection				
			conducted by Puget Sound				
02/15/2018	Fire Department	Kent WA TSDF	Regional Fire Authority.	Resolved – No Findings	N	No	No
			Unannounced inspection				
	US WA Seattle King		conducted by King County, with				
03/14/2018	County Public Health	Kent WA TSDF	NOVs issued. Report attached.	Resolved - Dismissed	N	No	No
			Unannounced inspection				
			conducted by King County, report				
	110 1 11/4 1 0 11/4		, , , ,				
	US WA Seattle King		will be issued later this week, per				
05/25/2018	County Public Health	Kent WA TSDF	inspector.	Resolved - Dismissed	N	No	No
			Unannounced inspection of the				
			Kent facility ten day conducted by				
	US WA State Dept of		WDOE. No findings noted at time				
07/18/2018	Ecology	Kent WA TSDF	of inspection.	Resolved – No Findings	N	No	No
			Unannounced inspection				
			conducted by King County, report				
	US WA Seattle King		will be issued later this week. No				
07/25/2018	County Public Health	Kent WA TSDF	NOVs noted during inspection.	Resolved - No Findings	N	No	No
			Unannounced inspection				
			Unannounced inspection conducted by King county, report				
	US I WA I Seattle King						
09/12/2018	US WA Seattle King	Kent WA LTSDF	conducted by King county, report will be issued later this week. No	Resolved - Dismissed	N	No	No
09/12/2018	US WA Seattle King County Public Health	Kent WA TSDF	conducted by King county, report will be issued later this week. No NOVs noted during inspection.	Resolved - Dismissed	N	No	No
09/12/2018		Kent WA TSDF	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste	Resolved - Dismissed	N	No	No
09/12/2018		Kent WA TSDF	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm	Resolved - Dismissed	N	No	No
	County Public Health	·	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm water system and WWTP with no				
09/12/2018		·	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm	Resolved - Dismissed Resolved - No Findings		No No	No No
	County Public Health	·	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm water system and WWTP with no violations.				
	County Public Health	·	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm water system and WWTP with no violations.				
	County Public Health	·	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm water system and WWTP with no violations.				
	County Public Health	·	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm water system and WWTP with no violations.				
	County Public Health	·	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm water system and WWTP with no violations. Unannounced inspection conducted by King County, report				
	County Public Health	·	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm water system and WWTP with no violations. Unannounced inspection conducted by King County, report will be issued later this week. Containers staged incorrectly on				
	County Public Health	·	conducted by King county, report will be issued later this week. No NOVs noted during inspection. King County Industrial Waste Water annual inspection of storm water system and WWTP with no violations. Unannounced inspection conducted by King County, report will be issued later this week.				

Date	Agency ▼	Work Location	Description	Resolution	NOV	Consent	Order Penalty Issued	-
			Routine yearly inspection					
01/31/2019	Fire Department	Kent WA TSDF	conducted by Puget Sor Regional Fire Authority.	und Resolved - Dismisse	d N	No	No	
01/31/2019	The Department	Kent WA 1001	Puget Sound Clean Air		u 11	140	140	
	US WA Puget Sound Clean		unannounced inspection					
02/28/2019	Air Agency (PSCAA)	Kent WA TSDF	NOVs. Unannounced inspection	Resolved – No Findir	igs N	No	No	_
			conducted by King Cour					
			Industrial Waste (Water					
			Treatment Division). Ins was confirming recent d					
			matched facility. No No	OVs				
04/02/2019	US WA King County Metro	Kent WA TSDF	noted during inspection. Unannounced inspectior		igs N	No	No	_
			conducted by King Cour					
	110 1111 1 10 111 16		NOVs pointed out by ins					
05/14/2019	US WA Seattle King County Public Health	Kent WA TSDF	while on site. Report to later this week.	Resolved – No Findir	nas N	No	No	
			Unannounced inspection	ı	J-			
	US WA Seattle King		conducted by King Cour Health. No NOVs issue					
07/16/2019	County Public Health	Kent WA TSDF	attached.	Resolved – No Findir	igs N	No	No	
			Unannounced inspection					
	US WA Seattle King		conducted by King Cour Health. No NOVs issue					
08/28/2019	County Public Health	Kent WA TSDF	to follow.	Resolved – No Findir	ngs N	No	No	
			King County Industrial M	Vanta Booking Corrective				
			King County Industrial V Water annual inspection					
			water system and WWT					
09/11/2019	US WA King County Metro	Kent WA TSDF	expected after report is	complete. paid	Y	No	Yes	
			King County Industrial V	Vaste Resolved - Corrective	•			
			Water annual inspection					
09/11/2019	US WA King County Metro	Kent WA I TSDF	water system and WWT expected after report is		a Y	No	Yes	
	, , , , , , , , , , , , , , , , , , , ,							
			Unannounced inspection conducted by Washington					
			Department of Ecology.					
			compliance issues. Mos					
			were addressed/fixed du inspection. No NOVs dis					
	US WA State Dept of		by inspector. Compliand	e				
10/24/2019	Ecology	Kent WA TSDF	inspection report to follo Puget Sound Clean Air		d N	No	No	
	US WA Puget Sound Clean		unannounced inspection					
02/06/2020	Air Agency (PSCAA)	Kent WA TSDF	NOVs.	Resolved - Dismisse	d N	No	No	_
			Routine yearly inspection conducted by Puget Sou					
			Regional Fire Authority.	No				
02/10/2020	Fire Department	Kent WA TSDF	deficiencies noted. Inspection conducted by	Resolved – No Findir	igs N	No	No	_
			County Public Health. N					
06/45/0000	US WA Seattle King	Kent WA LTODE	issues. Report from Kir	g County		NI=	ki-	
06/15/2020	County Public Health	Kent WA TSDF	to follow. Inspection conducted by	Resolved – No Findir	igs iN	No	No	_
			County Public Health. N					
			issues found and correc inspector was onsite. No					
	US WA Seattle King		issued. Report from Kin					
08/04/2020	County Public Health	Kent WA TSDF	to follow.	Resolved – No Findir	igs N	No	No	
			Inspection conducted by County Public Health. N					
			found onsite. Inspector p					
			out loosepack material i					
			containment rows labele labpack, we agreed to s					
	US WA Seattle King		clarification from Ecolog	y. Report Open – Awaiting Age				
09/09/2020	County Public Health	Kent WA TSDF	to follow. KCIW conducted a sche	Response eduled a	N	No	No	_
			post-NOV inspection for	the				
			7/16/20 exceedance of 2					
			methylphenol. Corrective were discussed, and the					
			was toured. Inspector w	rill				
10/22/2020	US WA King County Metro	Kent WA I TODE	schedule yearly inspecti next 2 weeks.	ion within Resolved – No Findir	nge N	No	No	
	JOS WA King County Metro	IVOIII MAY I IODE	IIGAL Z WEEKS.	Vezonen – Inn Fludit	ıyə IV	INU	INU	_
10/22/2020								
10/22/2020	US WA Seattle King		Inspection conducted by County Public Health.					

Date	Agency	Work Location	Description	Resolution	NOV	Consent Order	Penalty Issued	-
			David Christensen arrived onsite at 11:25am. He conducted an inspection of the entire facility. His focus was how much head space was in liquid drums and totes. He took measurements					
02/09/2021	US WA Seattle King County Public Health	Kent WA TSDF	and asked questions about procedures. No NOVs found. Unannounced inspection lead by	Resolved – No Findings	N	No	No	
	DOT-Pipeline and Hazardous		PHMSA inspector and attended by WADOE and King County. Minor compliance issues found and corrected while on site. Paperwork requests will continue this week. Expected finding from PHMSA regarding closure	Open – In Negotiations				
02/16/2021	Materials Safety Admin	Kent WA TSDF	procedures.	with Agency	N	No	Yes	
	DOT-Pipeline and Hazardous		Unannounced inspection lead by PHMSA inspector and attended by WADOE and King County. Minor compliance issues found and corrected while on site. Paperwork requests will continue this week. Expected finding from PHMSA regarding closure	Open – In Negotiations				
02/16/2021	Materials Safety Admin	Kent WA TSDF	procedures.	with Agency	N	No	Yes	
			Routine yearly inspection conducted by Puget Sound Regional Fire Authority. No deficiencies noted. Must supply annual sprinkler system					
03/29/2021	Fire Department	Kent WA TSDF	inspection record by 4/28/21.	Resolved – No Findings	N	No	No	
	US WA Seattle King		Unannounced inspection conducted by King County Public Health. No issues found onsite.					
04/19/2021	County Public Health	Kent WA TSDF	Report to follow. Unannounced inspection conducted by King County Public	Resolved – No Findings	N	No	No	
	US WA Seattle King		Health. No issues found onsite.					
06/22/2021	County Public Health	Kent WA TSDF	Report to follow. Unannounced inspection conducted by King County Public	Resolved – No Findings	N	No	No	
07/30/2021	US WA Seattle King County Public Health	Kent WA TSDF	Health. No issues found onsite. Report to follow.	Resolved – No Findings	N	No	No	
	US WA Seattle King		Unannounced inspection conducted by King County Public Health. No issues found onsite.					
09/23/2021	County Public Health	Kent WA TSDF	Report to follow.	Resolved – No Findings	N	No	No	
	US WA Seattle King		Unannounced inspection conducted by King County Public Health. One minor issue found and corrected while inspector was					
10/21/2021	County Public Health	Kent WA TSDF	onsite. Report to follow. KCIW conducted an annual	Resolved – No Findings	N	No	No	
10/26/2021	US WA King County Metro	Kent WA TSDF	inspection. No issues found.	Resolved – No Findings	N	No	No	
			Routine yearly inspection conducted by Puget Sound Regional Fire Authority. No					
03/07/2022	Fire Department	Kent WA TSDF	deficiencies noted.	Resolved – No Findings	N	No	No	
			Unannounced inspection conducted by King County Public Health. Two issues were noted on inspection, first was nonhazardous drum in flammable check in area, and the second	Resolved – Corrective				
	US WA Seattle King		were a few leaning CYB	actions completed, no				
04/11/2022	County Public Health	Kent WA TSDF	containers. Report to follow.	penalty assessed	N	No	No	
	US WA Seattle King		Unannounced inspection by King County Public Health. Noted a few things during the inspection, first was water on inner flap of CYB, discrepant drums on check in pad with no waste receipt, and a slightly leaning CYB in aerosol					
06/14/2022	County Public Health	Kent WA TSDF	row. Report to follow.	Resolved – No Findings	N	No	No	
			Unannounced inspection by King County Public Health. Noted two CYBs on the check in pad without					
09/09/2022	US WA Seattle King County Public Health	Kent WA TSDF	correct hazard label (fixed while on site).	actions completed, no penalty assessed	N	No	No	
			Scheduled SPCC inspection conducted by Region 10 EPA with no NOVs. Minor deficiencies noted with no operational concerns but requiring updates to					
09/14/2022	US Environmental Protection	Kont WA LTODE	the SPCC plan and associated	Open – Awaiting Agency	N	No	No	
ua) 14) 2022	Agency (EPA)	Kent WA TSDF	training. The Ohio Public Utilities Commission inspected a third- party transporter's vehicle (Savannah Transport) and found one container without a manifest. Issued \$1,200 penalty to	Resolved – Corrective actions completed,	IN.	INU	NU	
	US CA Air Resources		Burlington Environmental as the	penalty assessed and				

Morgantown

1750 Morgantown Industrial Park Morgantown, WV 26501





Facility Contact

T 304.292.0659

F 304.292.0430

Customer Service

T 724.933.4100

F. 724.933.4110

Receiving Hours

7:00 a.m. to 4:00 p.m., Monday - Friday Extended hours by arrangement

Facility Access

Easy truck access from Route 79 - Exit 152

Facility Type

RCRA Part B Permitted Treatment, Storage and Disposal Facility (TSDF) that accepts Hazardous & Non-Hazardous Waste

Treatment Platform

Aerosol and Loose Spec Paint Can Crushing & Recycling Unit for Material Recycling, Beneficial Reuse, and Fuel Blending

Capacity

1,120 - 55 gallon drums equivalent

EPA ID

WVD981107600

Capabilities

- Loose Spec Paint Crushing
- Bulking, Blending and Consolidation
- Aerosal Can Processing and Recycling
- Consumer Commodity Depacking / Disposal

Services

- Project Management
- Materials Management
- Lab Packing / Depacking
- Laboratory Analysis (Off-site only) Manifesting
- Waste Minimization & Beneficial Transportation
- Reuse Programs
- Loading
- Disposal
- Sampling
- Technical Assistance

Acceptable Containers

Waste can be received in various types of containers including:

- 5 gallon buckets
- Cubic yard boxes
- 55 gallon steel drums

Acceptable Material Within Our TSDF Network

Various Hazardous and Non-Hazardous Industrial Waste, including but not limited to, RCRA, listed and TSCA Waste, Contaminated Soil, Liquids, Sludge, Solids, Debris, and Electronics

- PCBs
- Aerosols
- Solvents
- Asbestos · Lab Packs
- Olly Waste
- **Drill Cuttings**
- Industrial Waste **Pharmaceuticals**
- Contaminated Soil
- Flammable Solids
- RCRA Medical Waste
- Non-Hazardous Materials
- Universal Waste Recycling
- Waste Water (bulk / non-bulk)
- Hazardous Liquid (bulk / non-bulk)
- Non-Hazardous Regulated
- Medical Waste, including Soft
- Chemotherapy Waste



west virginia department of environmental protection

Division of Water and Waste Management 601-57° Street Charleston, West Virginia 25204 Phone; 304-526-0455 Fax: 354-520-0456

East Kay Trimblin, Fourering Randy C. Hullfrian, Cabinet Scoresary day as/ persense weighters.

April 30, 2012

Mr. Allen Kroll AES Environmental, LLC 2100 Georgetown Drive, Suite 300 Sewickley, PA 15143

Ra: AES Environmental, LLC EPA ID Number: WVD981107600 Subject: Permit Issuance

Dear Mr. Kroll

Enclosed please find the Fact Sheet and Hazardous Waste Permit for Container Storage for AES Environmental, LLC, EPA ID Number WV0961107600. This permit is effective on April 3, 2012 and expires on April 3, 2022.

If I may be of assistance, or if you should have any questions, please feel free to contact Dustin Holmes at (304) 926-0499 ext. 1294.

Sincerely.

Sughir Patel

Waste Program Manager

Sudly RD To

Division of Water and Waste Management



west virginia department of environmental protection

Division of Woter and Wasse Messegument 605-57° Steed Character, West Vogene 25364 Plants: 204-355-0455 Fee: 104-326-0456

Bari Hay Tombin, Gavanno Randy C. Bullman, Capital Societary day ov gov

FACT SHEET

AES Environmental, LLC
Morgantown Operations
EPA ID NUMBER: WVD 981 107 600
HAZARDOUS WASTE MANAGEMENT PERMIT

This Fact Sheet has been developed for the Draft Permit which the Department of Environmental Protection (DEP), Division of Water and Waste Management (DWWM), intends to issue to American Environmental Services, Inc. (AES), (hereinafter called "Permittee") for their Morgantown, West Virginia facility. This permit is being issued for the storage of hazardous waste in containers. The container storage operation is being permitted under the standards set forth in the Code of Federal Regulation (CFR) 40 CFR §264 incorporated into the State Hazardous Management Waste Rule (HWMR). This fact sheet was prepared in accordance with the requirements of section 11.11 of the Hazardous Waste Management Rule (HWMR). Title 33, CSR 20.

I. AUTHORITY

A. Federal Law:

The United States Environmental Protection Agency (EPA), under Section 3006(b) of the Resource Conservation and Recovery Act of 1976 (RCRA), has authorized the State of West Virginia to administer and enforce a hazardous waste program, which excludes some provisions of the Hazardous and Solid Waste Amendments of 1984 (HSWA) in lieu of the federal program under RCRA. EPA will continue to administer and enforce those excluded provisions of HSWA until the state receives full RCRA authorization.

6 State Law:

Article 18, Chapter 22 of the West Virginia Code, Flazardous Wasle Management

Fatt Sheet



STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MANAGEMENT 601 57TH STREET SE CHARLESTON, WV 25304-2345

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM WATER POLLUTION CONTROL PERMIT

HPDES PERMIT NO.: WV0073598

SUBJECT: Industrial Waste

ISSUE DATE: February 26, 2019 EFFECTIVE DATE: April 01, 2019

EXPIRATION DATE: February 27, 2024 SUPERSEDES: Permit No. WV0073599

dated March 24, 2014

LOCATION: MORGANTOWN

Monongalia

Monongahela River

(City)

(County)

(Drainage Basin)

See the next page for a list of Outlets.

TO WHOM IT MAY CONCERN:

This is to certify that:

AES ASSET ACQUISITION CORPORATION DBA CLEAN EARTH OF

MORGANTOWN

334 SOUTH WARMINSTER ROAD

HATBORO, PA 19040

is hereby granted a West Virginia NPDES Water Pollution Control Permit to:

Operate and maintain a disposal system and best management practices for the direct discharge of treated stormwater via Outlet 001 into the Monongalicia River near Milepoint 102.8.

This permit is subject to the following terms and conditions :

The information submitted on and with Permit Application No. WV0071598 dated the 11th day of September 2018 are all hereby made terms and conditions of this Permit with like effect as if all such permit application information were set forth herein and with other conditions set forth in Sections A. B. C. and Appendix A.

The validity of this permit is contingent upon the payment of the applicable annual permit fee, as required by Chapter 22, Acticle 11, Section 10 of the Code of West Virginia.



west virginia department of environmental protection

Divising of Air Quality 601 57* Street SE Charleston, WV 25304 Phone: (304) 926-0475 • FAX: (304) 926-0479 Jim Justice, Governor Austin Caperton, Cabinet Secretary www.dep.wy.gov

September 5, 2017

John Staples 1750 Morgantown Industrial Park Morgantown, VVV 26501

Rec

AES Asset Acquisition Corporation dba Clean Earth of Morgantown Morgantown, Monogalia Couny, WV Permit No. R13-3148A Plant ID No. 061-00132

Dear Mr. Staples

Your application for a permit as required by Section 5 of 45CSR13 - "Permits for Construction, Modification, Relocation and Operation of Stationary Sources of Air Pollutants, Notification Requirements, Temporary Permit, General Permit, and Procedures for Evaluation" has been approved. The enclosed permit R13-3148A is hereby issued pursuant to Subsection 5.7 of 45CSR13. Please be aware of the notification requirements in the permit which pertain to commencement of construction, modification, or relocation activities; startup of operations; and suspension of operations.

The source is not subject to 45CSR30.

In accordance with 45CSR22 - Air Quality Management Fee Program, the permittee shall not operate nor cause to operate the permitted facility or other associated facilities on the same or contiguous sites comprising the plant without first obtaining and having in current effect a Certificate to Operate (CTO). Such Certificate to Operate (CTO) shall be renewed annually, shall be maintained on the premises for which the Certificate has been issued, and shall be made immediately available for inspection by the Secretary or his/her duly authorized representative.

Any person whose interest may be affected, including, but not necessarily limited to, the applicant and any person who participated in the public comment process, by a permit issued, modified or denied by the Secretary may appeal such action of the Secretary to the Air Quality Board pursuant to article one [§§22B-1-1 et seq.], Chapter 22B of the Code of West Virginia, West Virginia Code §§22-5-14.

Should you have any questions or comments, please contact me at (304) 926-0499, extension 1252.

Sincerely,

John Legg Permit Writer

Enclosures

 Bernie Guerin, Clean Earth of Morgantown bguerin@cleanearthinc.com

Julie Cooper, Clean Earth of Morgantown jcooper@cleanearthinc.com

Patrick Ward, Potesta & Associates,Inc. peward@potesta.com

Brian Tephabock brian.s.tephabock@wv.gov

jstaples@cleanearthinc.com

West Virginia Department of Environmental Protection Division of Air Quality

Jim Justice Governor

Austin Caperton Cabinet Secretary

Permit to Modify



R13-3148A

This permit is issued in accordance with the West Virginia Air Pollution Control Act (West Virginia Code §§ 22-5-1 et seq.) and 45 C.S.R. 13 Permits for Construction, Modification, Relocation and Operation of Stationary Sources of Air Pollutants, Notification Requirements, Temporary Permits, General Permits and Procedures for Evaluation. The permittee identified at the facility listed below is authorized to construct the stationary sources of air pollutants identified herein in accordance with all terms and conditions of this permit.

Issued to:

AES Asset Acquisition Corporation d.b.a. Clean Earth of Morgantown Morgantown Facility 061-00132

> William F. Durham Director

Issued: September 5, 2017

		Facility Complian	Marie Carlotta Carlot	
		Clean Earth of Morgantown - Formerly Ki	nown as AES Environmental, LLC	
		EPAID#WVD9	81107600	
		85 Olin Str	eet	
		Morgantown, W	V 26501	
		EPA ECHO Compliano	e Summary	States and
Date Issued	Issuing Agency	Description	Comments/ Disposition	Notice of Penalty Assessment
9/14/2022	WVDEP	Standard site inspection by WVDEP waste division with no deficiencies noted.	No issued were cited	
4/19/2022	WVDEP	Inspection by WVDEP waste division to determine permit compliance prior to reissuance of RCRA permit renewal.	No issued were cited	
6/14/2021	WVDEP	Inspection of Facility's NPDES permit compliance. Overall the facility operation and maintenance were in compliance with minor deficiencies noted.	Iron was not reported in sampling of Q3 2019 - this was part of a laboratory error and new laboratory was contracted. Department was contacted at the time of the issue to notify. WVDEP suggested implementing new BMPs for Iron, TSS, and COD which were completed following the inspection.	Resolved - No violation issued
8/14/2020	WVDEP	Inspection of Facility's air compliance with no deficiencies noted.	No issued were cited	
6/26/2018	WVDEP	Standard site inspection by WVDEP with no deficiencies noted.	No issued were cited	/1
10/31/2017	WVDEP	Inspection from the WVDEP Air Quality department following an odor complaint coming from the Morgantown Industrial Park. Odors at the CEMT facility were found to be contained on-site as permitted.	No issued were cited	



Hayward

30677 Huntwood Avenue Hayward, CA 94544



Facility Contact

T 510.429.1129 F 510.429.1498

Customer Service

T 866,447,5177 F 610,797,7696

Receiving Hours

7:00 a.m. to 4:00 p.m., Monday - Friday

Facility Access

Easy truck access from interstate 80, to the 880 Freeway. Alternate route is 580 Freeway.

Facility Type

Universal Waste Recycling; Permitted Treatment, Storage, and Disposal Facility (TSDF) that accepts Hazardous and Non-Hazardous Waste

Treatment Platform

Balcan Lamp Recycling System:

State-of-the-art lamp crushing and recycling system

Capacity

The maximum storage for lamps is 60 pallets. The maximum storage of phosphor powder is 32 drums, or 8 pallets at any one time.

Permit

CAD982411993

Services

All-inclusive Mail-Back Recycling Program: "RecycleKits" for Lamps, Batteries, Non-PCB Ballasts, Mercury Devices, and Electronics

Acceptable Materials

Mercury Containing Lamps including:

ARC, Deuterium, Germicidal, High-Pressure Sodium, HID Lamps, Mercury Vapor, Metal Halide, Neon, Ultraviolet, and Florescent to Include Circular, Compact, Crushed, Coated, Straight, and U-Tubes

Other Lamp Types:

Halogen, Incandescent, Low Pressure Sodium PCB, Non-PCB, and DEHP Lighting Ballasts

Mercury & Mercury Containing Materials

to include, but not limited to:

Mercury Salts and Compounds, Mercury Solutions, Carbon, Phosphor Powder, Soils, Silver Solutions, Gold Solutions, most All Mercury Apparatus, Debris, and Devices

Batteries including but not limited to:

Alkaline, ATON, Carbon Zinc, Lead Acid, Lithium Metal - Alloy, Lithium Ion - Poly, Magnesium, Nickel Cadmium, Nickel Iron, Nickel Metal Hydride, Mercury, Silver Oxide

Processed Materials

- Metal
- Recycled Glass
- Phosphor Powder
- Elemental Mercury









Department of Toxic Substances Control

Hazardous Waste Management Program Permitting Division

STANDARDIZED HAZARDOUS WASTE FACILITY PERMIT

FACILITY NAME / ADDRESS:

PERMIT NUMBER:

2020/21-HWM-002

AERC Recycling Solutions A Clean Earth Company

EPA ID NUMBER:

CAD 982 411 993

30677 Huntwood Avenue Hayward, California 94544

FIRST ISSUE DATE: October 21, 2020

OWNER NAME:

AERC Acquisition Corp. A Clean Earth Company

EFFECTIVE DATE:

November 23, 2020

OPERATOR NAME:

AERC Recycling Solutions A Clean Earth Company

October 21, 2020

EXPIRATION DATE: November 23, 2030

The Department of Toxic Substances Control (DTSC) hereby issues this Series A Standardized Hazardous Waste Facility Permit (hereafter referred to as "Permit") pursuant to the authority provided by California Health and Safety Code section 25200. As of the effective date, this Permit modifies and replaces any prior Permit with the same permit number.

This Permit, and Attachment "A" to the Permit dated October 21, 2020, are 3 and 25 pages in length, respectively. This Permit incorporates, by reference, the Part "A" and Part "B" Permit Application dated January 30, 2020 and January 30, 2020 respectively.

In the event of conflicts between this Permit and the Application, this Permit takes precedence.

Muzhda Ferouz, P.E.

Muzhda Seras

Acting Branch Chief

Permitting Division

Date

Hazardous Waste Management Program

MUNICIPAL LICENSE

CITY OF HAYWARD, CALIFORNIA

AERC COM INC
AERC ACQUISITION CORPORATION
933 1ST AVE 200
KING OF PRUSSIA, PA 19406-1342

IN CONFORMITY WITH THE HAYWARD MUNICIPAL CODE A

BUSINESS LICENSE TAX RECEIPT

IS HEREBY GRANTED TO:

AERC ACQUISITION CORPORATION 30677 HUNTWOOD AVE HAYWARD, CA 94544-7021

Expires: 12/31/2022

This Tax Receipt is valid only at the above address for the listed period of time. Payment of this tax, its acceptance by the City, and the issuance of this Business Tax Receipt do not entitle the receipt holder to carry on any business unless that business complies with all applicable laws.

POST IN A CONSPICUOUS PLACE

Business ID: 108346

Owner/Officer Name(s): JEFFREY DIAZ, DAVID STANTON

Category: Sales And Services

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx The Department of Rehabilitation at www.rehab.ca/hwnet.gov The California Commission on Disability Access at www.ccda.ca.gov

		Facility Compliance	The state of the s			
		AERC Californ EPA ID # CAD9824				
		30677 Huntwood A	U-14 V -	_		
		Hayward California	, ,			
			5.75 / D			
Date Issued	Link to CADTSC EnviroStor Report Late Issued Issuing Agency Description Comments/Disposition					
2/2/2022	CA Dept. of Highway Patrol	CA Dept of Highway Parol conducted an audit of Hayward facility. The following findings were reported and are to be corrected in 100-120 days: (1) We have an Unsatisfactory for not have any Pull Notices (2) No MCP (Motor Camer Permit) in database (3) Need to perform a proficiency test for ng driver (4) 90 days inspection record has no inspection after 6/1/2020	The Facility has completed all of the actions required and is now in compliance.	Resolved - No Penal		
5/29/2018	CADTSC	to label containers of HW. (3) CA Title 22, Section 66273.33(b)(1) by failure to keep containers of UW lamps closed.	(1) AERC ensured all HW containers were closed. (2) Containers of HW were all labeled. (3) AERC ensured all UW containers were closed. (4) AERC ensured all containers of UW were all labeled. AERC is preparing photo documentation for submittal to CA DTSC for closure verification of these actions. By August 20218, DTSC rescinded one of the original violations and noted that the remaining were corrected and no further action required.	Class 2 Minor, no penalty. Corrected.		
12/1/2017	CA DTSC	Violations stems from inspections completed in 2016. (1) CA H&S Code 25202(a) CAL Code Title 22, Sections 66260.200 and 66262.11 and Part V by failing to make proper waste determination. (2) CA H&S Code 25203 - shipment of hazardous waste to a non-permitted facility. (3) CA H&S Code 25160(b)(1) transporting hazardous waste on billing of lading (4) CA H&S Code 25202(a), CAL Code Title 22 Section 66270.30(a)	The violation is associated with the disposal of the end-caps that are generated from the processing of the light bulbs. Due to the non-homogenous nature of the end-caps, the sample consistency and testing can lead to false positive results. The sampling and testing methodologies were reviewed and an alternative testing method was proposed to DTSC and accepted.	\$55,389		

Allentown

2591 Mitchell Avenue Allentown, PA 18103





Facility Contact

T 610.797,7608 F 610.797.0938

Customer Service

T 866.447.5177 F 610,797,7696

Receiving Hours

8:00 a.m. to 4:00 p.m., Monday - Friday Extended dock times available until 9:00 p.m. upon request General Public & Residential Drop Off. 9:00 a.m. - 3:00 p.m. on the 2nd Friday of every month

Facility Access

Easy truck access from Interstate 78.

Facility Type

Universal Waste Recycling and Thermal Retart Facility; RCRA Part B Permitted Treatment, Storage, and Disposal (TSDF) that accepts Hazardous and Non-Hazardous Waste

Treatment Platform

Bolean Lamp Recycling System: State-of-the-art lamp crushing and recycling system

Thermal Retort

Vaporizes mercury from powder, glassware, metalware, etc.

1470 drum equivalents, 10 drums washwater, 24 tons glass, 15 tons powder, 16 tons residual waste.

Permit

PAD987367216

Services

All-Inclusive Mail-Back Recycling Program: "Recyclekits" for Lomps, Botteries, Non-PCB Ballasts, Mercury Devices, and Electronics

Acceptable Materials

Mercury Containing Lamps including ARC, Deuterium, Germicidal, High-Pressure Sodium, HID Lamps, Mercury Vapor, Metal Halide, Neon, Ultraviolet, and Florescent to include Circular, Compact, Crushed, Coated, Straight and U-Tubes

Other Lamp Types:

Halogen, Incandescent, Low Pressure Sodium PCB, Non-PCB, and DEHP Lighting Ballasts

Mercury & Mercury Containing Materials to include, but not limited to:

Mercury Salts and Compounds, Mercury Solutions, Carbon, Phosphor Powder, Solls, Silver Solutions, Gold Solutions, most All Mercury Apparatus, Debris, and Devices.

Batteries including but not limited to:

Alkaline, ATON, Carbon Zinc, Lead Acid, Lithium Metal -Alloy, Lithium Ion - Poly, Magnesium, Nickel Cadmium. Nickel Iron, Nickel Metal Hydride, Mercury, Silver Oxide

Processed Materials

- Metal
- Recycled Glass
- Phosphor Powder Elemental Mercury

*The facility is still under the permit renewal process

2510-FM-LRWM0085A Rev. 9/95

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

Permit For Hazardous Waste Treatment, Storage, and/or Disposal Facility

Permit No.	PAD987367216
Date Issued	August 19, 2006
Date Expired	August 19, 2016

Under the provisions of the Pennsylvania Solid Waste Management Act of July 7, 1980, Act 97, a permit for hazardous waste treatment, storage and/or disposal facility in the City of Allentown in the County of Lehigh is granted to:

AERC.com Inc. 2591 Mitchell Avenue Allentown, PA 18103

This permit is applicable to the facility named as the AERC.com Inc. and described as:

Location: 2591 Mitchell Avenue, Allentown, PA 18103

Latitude: 40° 34' 00" North Longitude: 75° 28' 03" West

Continued on Page 5

This permit is subject to modification, amendment and supplement by the Department of Environmental Protection and is further subject to revocation or suspension by the Department of Environmental Protection for any violation of the applicable laws or the rules and regulations adopted thereunder, for failure to comply in whole or in part with the conditions of this permit and the provisions set forth in the application no. PAD987367216 which is made a part hereof, or for causing any condition inimical to the public health, safety or welfare.

See attachment for waste limitations and/or special conditions.

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

Clean Earth, LLC Operating Facilities Regulatory Permit Information

AERC Pennsylvania

2591 Mitchell Avenue, Allentown, Pennsylvania 18103

Permit Description	Permit Number	Issuing Agency 1	Regulatory Co	ontacts		Permit Expiration Date	
	y and a second		Name	Phone Number	Permit Issue Date		
Hazardous Waste Recycling TSD Permit	PAD987367216	PADEP	Erika Bloxham	570-826-2273	8/19/2006	8/19/2016** Under Renewal	
NPDES Storm Water Permit	PAR232210	PADEP	John Chemesky	570-826-2553	9/24/2016	9/23/2022	
POTW Wastewater	CUA000	Lehigh County	Andrew Moore	610-437-7681	8/1/2017	7/31/2022	
Permit to Operate Hazardous Material Site	7421	City of Allentown	Daniel Sell Fire Chief	610-437-7758			

2330 Southwest 26th Street, Allentown, Pennsylvania 18103									
Permit Description	Permit Number	Issuing Agency 1	Regulatory	Contacts		Permit Expiration			
			Name	Phone Number	Permit Issue Date	Date			
Notification of Regulated Waste CESQG/LQH	PAR000522318	US EPA/PADEP		610-861-2070					
Processing Beneficial Use General Permit	WMGR081D007	PADEP	Erika Bloxham	570-826-2273	7/13/2006	4/21/2024			
Storm Water No Exposure Certification	NOEXNE007	PADEP	Scott Confer	010-861-2135	8/14/2018	4/11/2023			

Facility Compliance History AERC Pennsylvania EPA ID # PAD987367216 2591 Mitchell Avenue Allentown, Pennsylvania 18103

Date Issued	Issuing Agency	Description	Comments/Disposition	Notice of Penalty Assessment
8/31/2022 & 9/2/2022	PADEP	Routine inspection by PADEP's hazardous waste generator and residual waste inspecting group. Site tour and detailed record review were conducted as part of this inspection.	No issues found	NA
3/25/2022	OSHA	Routine inspection by OSHA to review company safety program.	No issues found	NA
10/20/2021	PADEP	Routine inspection by PADEP's stormwater group to determine compliance with NPDES permit.	No issues found	NA
9/29 & 30/2021	PADEP	Routine inspection by PADEP's hazardous waste generator and residual waste inspecting group. Site tour and detailed record review were conducted as part of this inspection.	No issues found	NA
10/13/2020	PADEP	Waste transporter failed to submit compliance history	Administrative Close Out	Administrative Close Out
3/6/2019	EPA Region 3	Unannounced inspection by EPA Region 3 (Philadelphia). The inspection report noted the following areas of concern: 1. Broken lamp fragments noted in three places in the Facility. 2. Five open containers and two "flattened" containers were noted from customer shipments of Universal Waste. 3. Two instances of pallets of material stored closer than 2-feet apart. 4. Hazardous waste labeling of a SAA container missing. 5. Missing transporter signature on one manifest destined for the Facility. 6. Two containers were mislabeled with the wrong aisle designation. 7. Arrival date on label did not match manifest date of arrival on containers received from inter-company shipments. 8. Failure to submit quarterly floor plan drawings to PADEP pursuant to Part III Section D of RCRA permit. 9. Staging of material in a layout that corresponds to an anticipated but not-yet reissued RCRA permit.	While the majority of the items were corrected the day of the inspection or the following day, Clean Earth has addressed several comments from the EPA with the PADEP to be resolved in a permit modification. The Facility has also corrected the arrival date issue from intercompany shipments with a software modification.	Settled \$27,000 Finalized 5/10/2021
08/29/2018 08/30/2018	PADEP	Routine inspection by PADEP's hazardous waste generator and residual waste inspecting group.	No issues noted	NA

Clean Earth - Avalon



FACILITY SERVICES

- Disposal
- Sampling
- Manifesting
- Transportation
- Technical Assistance

Laboratory Analysis

Project Management

Organic Peroxides

- Materials Management
- Lab Packing / Depacking

TREATMENT PLATFORM

Treatment and Disposal of Hazardous & Non-Hazardous Material, Solid Waste Transportation and Disposal

ACCEPTABLE MATERIALS

- Acids
- Organic Pe
 Bases / Alkali
- Class 2, Class 3.
 Cyanide / Sulfides Class 4.
 Toxic Denial Class 4.
- Toxic Liquids & Solids Class 6, Class 8,
 Paint Related Material Class 9
- · Flammable Liquids & Solids

CAPABILITIES

- Lab Pack Services
 - · Bulking of RCRA Incineration Solids
- · Fuel Blending of Liquids, Sludges & Solids
- · Stabilization of Heavy Metal Liquids, Sludges & Solids
- Solidification of Non-Hazardous Wastes Liquids & Sludges
- · Neutralization of Acids and Alkaline Liquids, Sludges & Solids

RECEIVING HOURS

7:00 a.m. to 5:00 p.m., Monday - Friday Weekend hours available by arrangement

- 186,470 Gallons Bulk Tank Storage
 - · 3.500 55-Gallon Drum Storage
- · 60 Cubic Yard Space for Solid Material

TXD 046 844 700

FACILITY ACCESS

Conveniently located between Interstates 35E and 45 on Highway 55

LABORANTE MATERIALS MONOT OUR RETURNS

- PCBs
- Solvents

- Lab Packs
- Oily Waste
 Electronics - Drill Cuttings
- Marine Debris

 - Universal Waste
 Industrial Waste
 Marine Sediment
 - Pharmaceuticals
 - Rammable Solids
 Contaminated Soil

 - RCRA Medical Waste
- Fresh Water Sediment
- Pier Demolition Debris
- Non-Hazardous Materials
 PFAS-Contaminated Soil
- · PFAS-Contaminated Water

- Other Emerging Contaminants
 Wastewater (bulk / non-bulk)
 Hazardous Liquid (bulk / non-bulk)
- · Clean and Contaminated Non-Hazardous Dredged
- Material
 Non-Hazardous Regulated
 Medical Waste, including Soft Chemotherapy Waste

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AIR QUALITY PERMIT



A Permit Is Hereby Issued To Chemical Reclamation Services, LLC Authorizing the Continued Operation of Hazardous Waste Management Facility Located at Avalon, Ellis County, Texas Latitude 32° 12′ 49″ Longitude 96° 47′ 30″



Permit: 9607		
Issuance Date :	August 28, 2013	Zak Cov
Renewal Date:	August 28, 2023	For the Commission
		C For the Commission

- Facilities covered by this permit shall be constructed and operated as specified in the application
 for the permit. All representations regarding construction plans and operation procedures
 contained in the permit application shall be conditions upon which the permit is issued. Variations
 from these representations shall be unlawful unless the permit holder first makes application to the
 Texas Commission on Environmental Quality (commission) Executive Director to amend this
 permit in that regard and such amendment is approved. [Title 30 Texas Administrative Code
 116.116 (30 TAC 116.116)]
- 2. Voiding of Permit. A permit or permit amendment is automatically void if the holder fails to begin construction within 18 months of the date of issuance, discontinues construction for more than 18 months prior to completion, or fails to complete construction within a reasonable time. Upon request, the executive director may grant an 18-month extension. Before the extension is granted the permit may be subject to revision based on best available control technology, lowest achievable emission rate, and netting or offsets as applicable. One additional extension of up to 18 months may be granted if the permit holder demonstrates that emissions from the facility will comply with all rules and regulations of the commission, the intent of the Texas Clean Air Act (TCAA), including protection of the public's health and physical property; and (b)(1)the permit holder is a party to litigation not of the permit holder's initiation regarding the issuance of the permit; or (b)(2) the permit holder has spent, or committed to spend, at least 10 percent of the estimated total cost of the project up to a maximum of \$5 million. A permit holder granted an extension under subsection (b)(1) of this section may receive one subsequent extension if the permit holder meets the conditions of subsection (b)(2) of this section. [30 TAC 116.120(a), (b) and (c)]
- Construction Progress. Start of construction, construction interruptions exceeding 45 days, and
 completion of construction shall be reported to the appropriate regional office of the commission
 not later than 15 working days after occurrence of the event. [30 TAC 116.115(b)(2)(A)]
- not later than 15 working days after occurrence of the event. [30 TAC 116.115(b)(2)(A)]

 4. Start-up Notification. The appropriate air program regional office shall be notified prior to the commencement of operations of the facilities authorized by the permit in such a manner that a representative of the commission may be present. The permit holder shall provide a separate notification for the commencement of operations for each unit of phased construction, which may involve a series of units commencing operations at different times. Prior to operation of the facilities authorized by the permit, the permit holder shall identify the source or sources of allowances to be utilized for compliance with Chapter 101, Subchapter H, Division 3 of this title (relating to Mass Emissions Cap and Trade Program). [30 TAC 116.115(b)(2)(B)(iii)]
- 5. Sampling Requirements. If sampling is required, the permit holder shall contact the commission's Office of Compliance and Enforcement prior to sampling to obtain the proper data forms and procedures. All sampling and testing procedures must be approved by the executive director and coordinated with the regional representatives of the commission. The permit holder is also responsible for providing sampling facilities and conducting the sampling operations or contracting with an independent sampling consultant. [30 TAC 116.115(b)(2)(C)]

Revised (10/12)



Texas Commission on Environmental Quality Austin, Texas

Permit for Industrial Solid Waste Management Site issued under provisions of Texas Health and Safety Code ANN.

Chapter 361and Chapter 26 of the Texas Water Code Hazardous Waste Permit No. 50084 EPA ID. No. TXD046844700-1 ISWR No. 50084

This permit supersedes and replaces Hazardous Waste Permit No. 50084 Issued May 30, 2002

Name of Permittee: Chemical Reclamation Services, LLC

405 Powell Street P.O. Box 69

Avalon, Texas 76623

Site Owner: Chemical Reclamation Services, LLC

405 Powell Street P.O. Box 69

Avalon, Texas 76623

Classification of Site: Hazardous and Nonhazardous industrial solid waste

storage and processing, off-site, commercial facility.

For the Commission

The permittee is authorized to manage wastes in accordance with the limitations, requirements, and other conditions set forth herein. This permit is granted subject to the rules of the Commission and other Orders of the Commission, and laws of the State of Texas. This permit does not exempt the permittee from compliance with the Texas Clean Air Act. This permit will be valid until canceled, amended, modified or revoked by the Commission, except that the authorization to store and process of wastes shall expire midnight, ten (10) years after the date of renewal permit approval. This permit was originally issued on September 15, 1987. This permit/compliance plan was renewed on May 30, 2002.

All provisions in this permit stem from State and/or Federal authority. Those provisions marked with an asterisk (*) stem from Federal authority and will implement the applicable requirements of HSWA for which the Texas Commission on Environmental Quality has not been authorized.

Issued Date: September 17, 2013

Permits and Regulatory Agencies

Operating Permits							
Permit	Agency	Permit Number					
RCRA Part B	Texas Commission of Environmental Quality	HW-50084					
Air Permit	Texas Commission of Environmental Quality	AQP-9607					
Storm Water Permit	Texas Commission of Environmental Quality	TXR05AM96 (Multi-Sector General Stormwater)					

Compliance History

NOVs & AgencyVisits for Compliance Histories

Location Selection: Organization:All Locations - All Locations

Reporting Period: 10/20/2017 to 10/20/2022 based on Record Incident Date

Report Parameters: Type= Self-Reported NOV, Agency Inspection, Agency Cited NOV Without Penalty, Agency Cited NOV With Penalty, Environmental Agency Inspection, Safety Agency Inspection, Transportation Agency Inspection, Security, Fire, Other Agency, Healthcare Agency Inspection, Local Agency Inspection, Incident (originating event in an incident module), Safety & Health, Other (non-Agency)

Date	Agency	Work Location	Description	Resolution	NOV	Consent Order	Penalty Issued
09/06/2018	Fire Department	Avalon TX TSDF	Unscheduled fire inspection. 2 findings that were both corrected while Fire Marshal was onsite. An emergency light and an exit sign both needed new batteries. No NOV's and no fines.	Resolved - Dismissed	N		No
09/19/2018	US Dept of Agriculture (USDA APHIS)	Avalon TX TSDF	Texas Dept of Ag inspection. Zero NOV's	Resolved – Corrective act	N		No
02/26/2020	US TX Commission of Environmental Qlty (TCEQ)	Avalon TX TSDF	TCEQ compliance inspection regarding Part B Permit, RCRA, LQG, Subpart BB/CC, and 10-day transfer.	Resolved – Corrective act	N	No	No
07/16/2020	US TX Commission of Environmental Qlty (TCEQ)	Avalon TX TSDF	Tier 2 compliance inspection. Zero NOV's.	Resolved – No Findings	N	No	No
08/27/2020	Fire Department	Avalon TX TSDF	Annual Fire Inspection by Ellis County Fire Marshal resulting in zero NOV's.	Resolved – No Findings	N	No	No

Clean Earth - Tacoma



FACILITY SERVICES

- · Waste Management, Materials Management, Customer Service, Transportation; Storage, and Treatment
- · Proper Packaging Transportation, and treatment for all types of unused pharmaceuticals
- · Compliant management of regulated medical waste.
- · Comprehensive brand protection solutions, including notifications, returns management replacement, and reporting product recalls

CAPABILITIES

- Fuel Blending
- Stabilization / Solidification
- Neutralization
- Demulsification
- Shredding
 Wastewater Treatment
- · Oxidation / Reduction

ACCEPTABLE MATERIALS

Most Hazardous Wastes accepted, with the exception of:

- · Radioactive · Explosive

TREATMENT PLATFORM

Treatment and Disposal of Hazardous & Non-Hazardous Material, Solid Waste Transportation and Disposal

RECEIVING HOURS

4:00 a.m. to 4:00 p.m., Monday - Thursday 4:00 a.m. to 12:00 p.m., Friday

CAPACITY

- · 665,300 Gallons Tank Farm Capacity
- · 1,008,879 Gallons Container Storage

EPA (B

WAD020257945

FACILITY ACCESS

Located in the Port of Tacoma on Alexander Avenue East

ACCEPTAGE MATERIALS WITHOUT OUR KEYWORK

- PCBs
- Solvents

- Lab Packs
- Oily Waste
 Electronics
 Drill Cuttings
- Marine Debris
- Universal Waste
 Industrial Waste
 Marine Sediment
- Pharmaceuticals
- Rammable Solids
 Contaminated Soil
- RCRA Medical Waste
- Fresh Water Sediment
- Pier Demolition Debris
 Non-Hazardous Materials
 PFAS-Contaminated Soil
 PFAS-Contaminated Water

- Other Emerging Contaminants
 Wastewater (bulk / non-bulk)
 Hazardous Liquid (bulk / non-bulk)
- · Clean and Contaminated Non-Hazardous Dredged
- Material
 Non-Hazardous Regulated
 Medical Waste, including Soft Chemotherapy Waste

© 2020 Harson Corporation. All Rights Reserved. This do

Effective Date: 03.22.2012 Expiration Date: 03.22.2022 Permit No.: WAD 020257945

Page 1 of 26

PERMIT FOR THE STORAGE AND TREATMENT OF DANGEROUS WASTE

Department of Ecology PO Box 47600 Olympia, Washington 98504-7600 Telephone: (360) 407-6700

Issued in accordance with the applicable provisions of the Hazardous Waste Management Act, Chapter 70.105 Revised Code of Washington (RCW), and the regulations promulgated there under in Chapter 173-303 Washington Administrative Code (WAC).

ISSUED TO: Burlington Environmental, LLC.

1701 E. Alexander Avenue Tacoma, Washington 98421

WAD 020257945

This Permit is effective March 22, 2012 and will remain in effect until March 22, 2022 unless revoked and reissued, or terminated under WAC 173-303-830 or continued in accordance with WAC 173-303-806(7) or as provided at condition 1.2.3 of this Permit.

ISSUED BY: WASHINGTON DEPARTMENT OF ECOLOGY

Southwest Regional Office Section Manager

Hazardous Waste & Toxics Reduction Program Washington Department of Ecology Date



Permit No. <u>TAC - 007 - 2017</u> Effective: <u>April 1, 2017</u>

Expiration March 31, 2022

WASTEWATER PERMIT INDUSTRIAL

BURLINGTON ENVIRONMENTAL, LLC Firm Name:

A Subsidiary of Stericycle

1701 EAST ALEXANDER AVENUE Mailing Address:

TACOMA WASHINGTON 98421

1701 EAST ALEXANDER AVENUE, TACOMA WA 98421 Discharge Location:

Sanitary Sewer Segment 6263881

Centralized Waste Treatment Facility Industry Type:

Keith Lund, Compliance Manager (425) 227-6120 Contact Person:

John Carpenter, Facility Manager (253) 627-7568

40 CFR Part 437 - Centralized Waste Treatment Federal Category:

Subcategory A Melals Treatment and Recovery,

Contaminated Stormwater Subpart A,

Contaminated Stormwater Subpart D Multiple Waslestreams

(B+C).

Contact Stormwater

562211 Dangerous Waste Treatment and Disposal Facility NAICS:

Hylebos Waterway Storm Drainage Basin:

The above Industrial User, (Permittee), is authorized by the Director of the Department of Environmental Services (Director), City of Tacoma (City), to discharge Industrial wastewater, contaminated stormwater and contact stormwater to the City's municipal sanitary sewer system. The Permittee shall maintain compliance with City Municipal Code Chapter 12.08 and any or all applicable provisions of federal (40 CFR part 403) and state laws or regulations, as amended, and in accordance with specific provisions of this permit.

This permit is granted based upon the application filed with the Environmental Services (ES). Department, and in conformance with plans, specifications, and/or other data submitted to the City in support of the application.

Dan C. Thompson, Ph.D.

Division Manager, Business Operations City of Tacoma, Environmental Services

The 24-hour emergency telephone number to report spills is (253) 591-5595 or 502-2222. During regular business hours Monday-Friday (8:00 A.M. to 4:30 P.M.) contact (253) 502-2189.



STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

December 30, 2019

Katey Potter Burlington Environmental LLC Tacoma 1701 E Alexander Ave Tacoma, WA 98421-4106 WAR009977

Burlington Environmental LLC Tacoma 1701 E ALEXANDER AVE TACOMA, WA 98421-4106

RE: Reissuance of the Industrial Stormwater General Permit

Dear Katey Potter:

On November 20, 2019, the Department of Ecology (Ecology) reissued the Industrial Stormwater National Pollutant Discharge Elimination System and State Waste Discharge General Permit (permit). The permit becomes effective on January 1, 2020, and expires on December 31, 2024. A mobile friendly copy of the permit, permit forms, and information related to your permit can be viewed and downloaded at www.ecology.wa.gov/ISGPeCoverage-packet. Retain this letter with your permit and Stormwater Pollution Prevention Plan. It is the official record of permit coverage for your facility.

Permit Overview: The new permit has a number of changes. The changes are summarized in the fact sheet. You can find more information on Ecology's website at: https://ecology.wa.gov/industrialstormwaterpermit. Please contact Ecology if you have any questions.

Site Specific Monitoring Requirements: Your monitoring requirements may be viewed by logging in to WebDMR and viewing your first DMR. If you believe there is a discrepancy between what the permit requires and the DMR, please contact Ecology immediately. In the case of a difference between the permit as applied to your facility and the DMR, the permit requirements take precedence.

Copies of the Permit: You may download copies of the final permit, Fact Sheet, Response to Comments, and other supporting documents online at https://ecology.wa.gov/industrialstormwaterpermit. You may also request copies from Dena Jaskar at (360) 407-6401 or by email at dena.jaskar@ecv.wa.gov.

Appeal of Permit Coverage

Katey Potter December 30, 2019 Page 2

You have a right to appeal coverage under the general permit to the Pollution Control Hearings Board (PCHB). Appeals must be filed within 30 days of the date of receipt of this letter. Any appeal is limited to the general permit's applicability or non-applicability to a specific discharge. The appeal process is governed by Chapter 43.21B RCW and Chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B,001(2).

Included is a Focus Sheet describing where and how to appeal this permit coverage. The Focus Sheet may also be accessed at https://fortress.wa.gov/eey/publications/SummaryPages/1710007.html.

For Additional Information or Assistance

Ecology is committed to providing assistance to you. Please review our web page at https://ecology.wa.gov/industrialstormwaterpermit. For questions about transfers, terminations, and other administrative issues, please contact Kendra Henderson at khen461@ecy.wa.gov or (360) 407-6556.

If you have questions regarding stormwater management issues at your site, please contact Honor Carpenter at HCAR461@ecy.wa.gov or (360) 407-6273.

Questions

If you have questions regarding the permit, please contact Travis Porter at (360) 407-6127, or Travis Porter@ecv.wa.gov.

Sincerely,

Vincent McGowan, P.E., Manager

Program Development Services Section

Water Quality Program

Issuance Date: November 20, 2019 Effective Date: January 1, 2020 Expiration Date: December 31, 2024

INDUSTRIAL STORMWATER GENERAL PERMIT

A National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge General Permit for Stormwater Discharges Associated With Industrial Activities

> State of Washington Department of Ecology Olympia, Washington 98504-7600

In compliance with the provisions of
The State of Washington Water Pollution Control Law
Chapter 90,48 Revised Code of Washington
and
The Federal Water Pollution Control Act
(The Clean Water Act)
Title 33 United States Code, Section 1251 et seq.

Until this permit expires, is modified or revoked, Permittees that have properly obtained coverage under this general permit are authorized to discharge in accordance with the special and general conditions which follow.

Heather R. Bartlett

Water Quality Program Manager

Washington State Department of Ecology

Permits and Regulatory Agencies

Operating Permits							
Permit	Agency	Permit Number					
RCRA Part B	Washington Department of	WAD 020257945					
	Ecology						
Air Permit	Puget Sound Clean Air Agency	10067					
Storm Water Permit	Washington Department of	WAR 009977A					
	Ecology						
POTW Permit	City of Tacoma	100184068					

Compliance History

V	s & Agency	Visits for Complia	nce Histories						
		anization:All Locations - All L							
	•	2017 to 10/20/2022 based on F		No. of NOV With and Daniel		OV With Danielto Foods			0
nc	y Inspection, Tran	e= Self-Reported NOV, Agenor sportation Agency Inspection A Health, Other (non-Agenc	, Security, Fire, Other						
C	Date	Agency	Work Location	Description	-	Resolution	NOV	Consent Ord	der Penalty
ı	_	_				_	-		Issued
				Unannounced site file by the Tacoma Fire minor corrective acti Field Services building	Department. Two ons noted in the				
0	02/06/2018	Fire Department	Tacoma WA TSDF	inspection for correct scheduled for week	ive actions	Resolved - Dismissed	N	No	No
				Unannounced site in DOE Water Quality findings/NOVs. Inspreview of 2017 Q4/20 analytical and review	vith no ection included 18 Q1 discharge				
		US Wa State Dept. of		corrective action eng scheduled site impro					
0	05/29/2018	Ecology Water Quality	Tacoma WA TSDF	9/30/2018. Unscheduled site ins	nection conducted	Resolved – No Findings	N	No	No
				by Puget Sound Cle no NOVs. There wer	an Air Agency with				
				requests regarding to	nt installed during				
0	07/17/2018	US WA Puget Sound Clean Air Agency (PSCAA)	Tacoma WA TSDF	the 2017 facility exp provided to the agen Unannounced joint fa	cy.	Resolved – No Findings	N	No	No
0	08/08/2018	US Wa State Dept of Ecology City of Tacoma	Tacoma WA TSDF	WA-DOE and City of Environmental Service minor finding, most of corrected by COB. To NOVs or citations. If follow up is due by 8	Tacoma es. There were if which were here were no ocument request	Resolved - Dismissed	N	No	No
				Unscheduled site ins by City of Tacoma. I a walk-through of the detailed process flow no NOVs or citations	pection conducted aspection included tank farm and review. There were . Follow up action				
0	09/25/2018	US WA Tacoma, City of	Tacoma WA TSDF	items are listed in the An unscheduled site	inspection	Resolved – No Findings	N	No	No
				conducted by the W Department of Ecolo at the Tacoma TSDF included a walk-thro	gy occurred today . The inspection	Resolved – Corrective			
		US WA State Dept of		Area 1-C and a deta	led review of the	actions completed, no			
	1/27/2018	US WA Tacoma, City of	Tacoma WA TSDF Tacoma WA TSDF	fire that occurred on Warning Letter - Cit		penalty assessed Resolved – No Findings	N N	No No	No No
T		US WA Puget Sound Clean				Resolved - Corrective			
0	02/15/2019	Air Agency (PSCAA)	Tacoma WA TSDF	Puget Sound Clean Post Fire inspection		actions completed,	Υ	No	No
	03/14/2019	US WA Tacoma, City of	Tacoma WA TSDF	Tacoma - No NOV Annual Tacoma Fire inspection conducte There were minor fin Fire Department was	Department I with no NOVs. Illings. Overall the	Resolved – No Findings		No	No
0	03/28/2019	Fire Department	Tacoma WA TSDF	the facility. Unannounced visit b		Resolved - Dismissed	N	No	No
		US WA State Dept of		on the Stabilization and repair. No issue					

Date	Agency	Work Location	Description	Resolution	NOV	Consent Order	Penalty Issued	7
	US WA State Dept of		Scheduled site visit by Washington Department of Ecology to look at the completed decontamination work in the Stabilization Building. This was not a focused compliance inspection. There were some minor issues identified					
05/28/2019	Ecology	Tacoma WA TSDF	requiring follow-up. Unannounced site inspection conducted by City of Tacoma. Inspection included a records review, construction update, and site tour of the facility. There were no NOV's or citations. Follow-up action		N	No	No	
05/29/2019	US WA Tacoma, City of	Tacoma WA TSDF	items are listed in the entry. Planned visit by Washington Department of Ecology to observe the third party fire suppression system testing of the shredder. Ecology representatives never mentioned that	Resolved - Dismissed Resolved - Corrective	N	No	No	
06/17/2019	US WA State Dept of Ecology	Tacoma WA TSDF	the visit would result in a focused compliance inspection.	actions completed, no penalty assessed	N	No	No	
11/04/2019	US Washington State LI (WISHA)	Tacoma WA TSDF	The Department of Labor and Industries arrived onsite for an inspection regarding the Tank 109 air release on a referral from Washington Department of Ecology. Records requested and inspector was escorted to tank 109. No findings at this time.	Resolved – No Findings	N	No	No	
11/21/2019	US WA State Dept of Ecology	Tacoma WA TSDF	WDOE arrived onsite for follow-up investigation of container that spontaneously combusted in lab-pack on 11/19/19. WDOE conducted focused inspection following investigation with minor instances of non-compliance noted at closing.	Resolved – Corrective actions completed, no penalty assessed	N	No	No	
01/30/2020	US WA Tacoma, City of	Tacoma WA TSDF	City of Tacoma arrived onsite to conduct routine facility inspection. Records reviewed, walkthrough conducted, possible violation forthcoming from transfers of contact stormwater into CWT-A tank.	Resolved – Corrective actions completed, no penalty assessed	Y	No	No	
			City of Tacoma arrived onsite to conduct routine facility inspection. Records reviewed, walkthrough conducted, possible violation forthcoming from transfers of contact	Resolved – Corrective actions completed, no				
01/30/2020	US WA Tacoma, City of	Tacoma WA TSDF	stormwater into CWT-A tank. City of Tacoma arrived onsite to conduct routine facility inspection. Records reviewed, walkthrough conducted, possible violation forthcoming from transfers of contact	Resolved – Corrective actions completed, no	Y	No	No	
01/30/2020	US WA Tacoma, City of	Tacoma WA TSDF	stormwater into CWT-A tank. City of Tacoma arrived onsite to conduct routine facility inspection. Records reviewed, walkthrough conducted, possible violation forthcoming from transfers of contact stormwater into CWT-A tank.	Resolved – Corrective actions completed, no penalty assessed	Y	No No	No	
08/26/2020	US WA State Dept of Ecology	Tacoma WA TSDF	Andy Rippert and Rob Reed from WDOE arrived onsite to conduct a focused compliance inspection. Minor items noted during walkthrough. Official report to follow at later date.	Open – Awaiting Agency Response	N	No	No	
11/03/2020	US WA Tacoma, City of	Tacoma WA TSDF	City of Tacoma regulators arrived onsite for a routine planned inspection. Documents were reviewed and the facility was toured. Minor comments were made regarding standing water but no other indications of violations were noted.	Resolved – No Findings	N	No	No	
11/09/2020	US WA Tacoma, City of	Tacoma WA TSDF	City of Tacoma sampling team arrived onsite to collect samples from the discharge of CWT Subpart D Multiple Wastestreams (subpart B C) Contaminated Stormwater from Tank 4601.	Resolved – No Findings Resolved – Corrective actions completed, no penalty assessed	N	No	No	
01/15/2021	US WA Puget Sound Clean Air Agency (PSCAA)	Tacoma WA TSDF	Annual PSCAA Inspection (virtual) to determine compliance with permit conditions. No findings or enforcement actions.	Resolved – No Findings		No	No	
			The City of Tacoma conducted an unscheduled site inspection of the TSDF, tank farm and records review with no findings. Inspection report is					
03/23/2021	US WA Tacoma, City of	Tacoma WA TSDF	expected in two weeks.	Resolved – No Findings	N	No	No	

Date	Agency	Work Location	Description	Resolution	NOV	Consent Order	Penalty Issued	٧
11/19/2021	US WA State Dept of Ecology	Tacoma WA TSDF	Unannounced facility inspection by WA Dept. of Ecology conducted with no NOVs. There were two labeling issues that were immediately corrected and an improperly packaged lab-pack container cited. The inspection report will be forthcoming.	Resolved – No Findings	N	No	No	
11/30/2021	US WA Tacoma, City of	Tacoma WA TSDF	Unannounced semi-annual facility inspection by the City of Tacoma conducted with no NOVs. The inspection consisted of document/permit review and a physical site inspection of the tank farm. The inspection report will be forthcoming.	Resolved – Corrective actions completed, no penalty assessed	N	No	No	
02/14/2022	Tacoma WA Tacoma Fire Department	Tacoma WA TSDF	Lt. Mark Wagner with the Tacoma Fire Department arrived onsite at 10:00 am to conduct an annual fire inspection. The inspection was satisfactory with no violations noted.	Resolved – No Findings	N	No	No	
05/31/2022	US WA Tacoma, City of	Tacoma WA TSDF	Prescheduled semiannual facility inspection conducted by the City of Tacoma Wastewater division with no NOVs. Inspection report will be forthcoming.	Resolved – Corrective actions completed, no penalty assessed	N	No	No	
07/18/2022	US Environmental Protection Agency (EPA)	Tacoma WA TSDF	EPA arrived at the Tacoma facility for a scheduled inspection. Six inspectors from EPA, two from Region 10, four from the National Enforcement Investigations Center, and one inspector from WDOE.	Open – Awaiting Agency Response	N	No	No	
09/22/2022	US EPA - State/Local Environ Protection Agency	Tacoma WA TSDF	Scheduled SPCC inspection conducted by Region 10 EPA with no NOVs. Minor deficiencies noted with no operational concerns but requiring updates to the SPCC plan and associated training.	Open – Awaiting Agency Response	N	No	No	
01/04/2022	US WA Tacoma Fire Department	Tacoma WA Transportation	The Tacoma Fire Department arrived on site for an inspection related to mobile fueling. No issues noted, permit completed and issued onsite.	Resolved – No Findings	N	No	No	

Battery Solutions (Cirba Solutions)

Wixom, Mich	nigan Regulatory Contacts
Department of Environmental Quality	US Department of Transportation
Gerald E. Kelly	Dan Richards
Constitution Hall – Atrium North	Investigator
525 West Allgegan Street	2300 East Devon Avenue
P.O. Box 30241	Suite 478
Lansing, MI 48909-7741	Des Plaines, IL 60018
Phone: 517-335-5139	Phone: 847-294-8589
Email: kellyg@michigan.gov	Email: daniel.richards@dot.gov

Mesa Arizo	na Regulatory Contacts
Department of Environmental Quality	US Department of Transportation
Michael Prigge, P.E.	Chris Michalski
Manager	Senior Investigator
ADEQ Solid Waste Plan Review Unit	800 Bear Tavern Road
1110 W. Washington Street	Suite 306
Phoenix, AZ 85007	West Trenton, NJ 08628
Phone: 602-771-4136	Phone: 609-989-2234
Fax: 602-771-2383	Email: chris.michalski@dot.gov
mnp@azdeq.gov	



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



1110 West Washington Street Phoenix, Arizona 85007 (602) 771-2300 www.azdeq.gov

MYDEQ-2016-0236A September 15, 2016

Shelly Messing BATTERY SI, LLC (FN) 5900 BRIGHTON PINES CT HOWELL, MI 48843

RE: Resource Conservation and Recovery Act (RCRA) EPA ID Number - AZR000519256

Location: BATTERY SOLUTIONS, LLC

Latitude: 33.383179 Longitude: 111.817143

Your facility is listed as: SQG.

The Arizona Department of Environmental Quality (ADEQ) has issued the above RCRA EPA ID number to your site. This number also referred to as "RCRA ID" is to be used on transport manifests and any other hazardous waste documents required under Subtitle C of RCRA.

This number is site specific and is to be used for the waste activity at this site only. If there are any changes to RCRA regulated activity at the above site, you must update the information immediately. If your facility ceases operations at this specific site you must deactivate this RCRA EPA ID. If your facility moves to a new location, you must apply for a new RCRA EPA ID prior to generating RCRA waste at the new location. You cannot use the EPA ID number assigned to your previous location. Your new location will be assigned a new EPA ID number specific to that site.

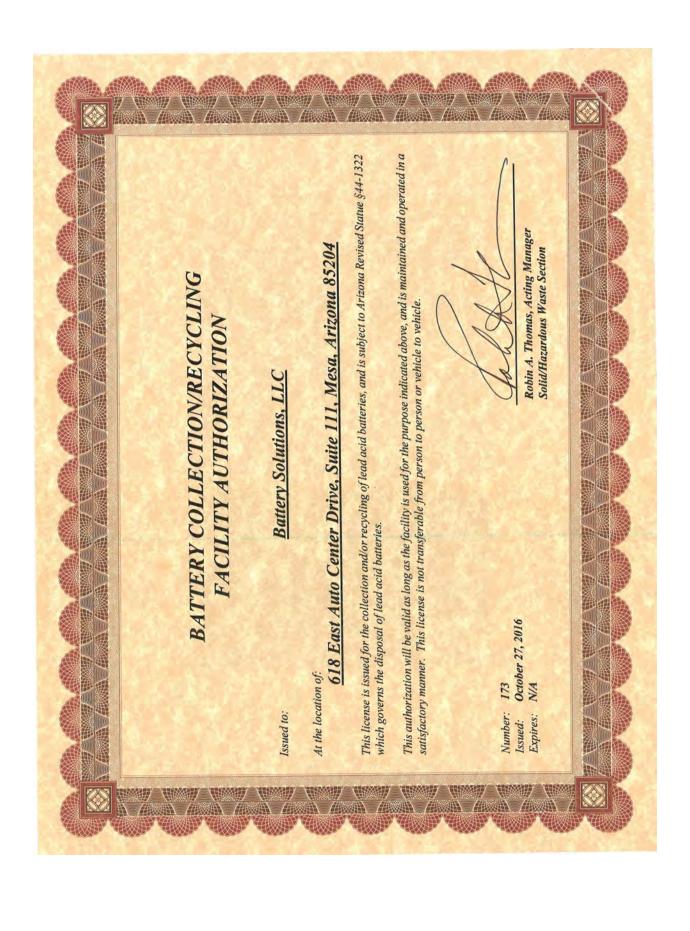
If your facility's RCRA waste activity at this site ceases because of closure or change of location, you must request deactivation of the EPA ID number assigned to this location. Failure to deactivate will require you to submit annual waste generation reports.

If you have any questions, or need assistance, please contact ADEQ at (602) 771-4173.

All correspondence regarding your RCRA EPA ID number must be directed to:

Arizona Department of Environmental Quality Waste Programs Division - Information Management Unit 1110 W Washington Street Phoenix, AZ 85007

> Southern Regional Office 400 West Congress Street Suite 433 Tucson, AZ 85701 (520) 628-6733 Printed on recycled paper



UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2022-2023

Registrant: BATTERY SOLUTIONS LLC

ATTN: Thomas Edwards Jr 4930 Holtz Drive Wixom, MI 48393

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 052522550031E Effective: July 1, 2021 Expires: June 30, 2023

HM Company ID: 55302

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Mesa Fire and Medical Department Fire Prevention Division PO Box 1466 Mesa, AZ 85211-1466



Account No: FIRR22-05048

Valid From: 3/2022

Valid To: 3/2023

Fire Safety Operational Permit

This permit is subject to the provisions of Title 7 (Fire Regulations) of the Mesa City Code.

The granting of this permit shall not be construed as an expressed or implied certification that the premises upon which you are conducting business activities within the City of Mesa conform to applicable City codes.

Nonconformance to City codes could result in cancellation of this permit or citation.

POST THIS PERMIT IN A CONSPICUOUS PLACE

Business Name: BATTERY SOLUTIONS LLC

Permit Address: 618 E AUTO CENTER DR, STE# 111

MESA, AZ 85204

Issued By: Mary Cameli

Fire Chief

Active



ENVIKONMENTAL & SUSTAMMENTATIV MS 9950 55 N Center St PO Box 7466 Miles, Audona 85211,1466

September 13, 2018

Mr. Scott Sidum Battery Solutions 618 E. Auto Center Drive, 111 Mesa, AZ 85204-5204

Dear Mr. Sidum,

On <u>September 13, 2018</u> the City of Mesa's Environmental and Sustainability Division (ESD) conducted an inspection of your facility, located at 618 E. Auto Center Drive #111, to evaluate your facility for compliance with the City's Particulate Pollution Sources Ordinance (Title 8, Chapter 2, Article 1) and the City's Storm Water Pollution Control Ordinance (Title 8, Chapter 5).

Based on the results of that inspection, the City has determined that your facility's operations are in compliance with these ordinances. Information pertaining to the most recent inspection was provided to you or your company representative at the time of inspection, but is also attached for verification.

Please note that the City is not making a determination of compliance with federal, state, or county regulations.

Please contact the ESD inspector per the information below if you have any questions about this inspection, previous inspections, or the City's industrial inspection process.

Sincerely,

Michael Baez

Environmental Technician

480-644-3520

Michael.baez@mesaaz.gov

Enclosure

480, 644, 3577 (tel) 480, 644, 8774 (lav)

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City of Mesa Environmental Compliance Review Form

roperty/Project Owner:	BATTERY SONT	ONS			Date of Inspec	18
ite Location/Address:	18 E ANTO	CENTER DR			Type of Sit	1
Business/Project Name:					Industrial	Ø
	an order	an an all and	(c) scale	David and David	Commercial	
roject Size (acres):	Record #:	AVC 18 - 0416	SIC Co	ode: 5093	Residential	
Inspection Type: Private Co	nstruction	City Constr	ruction	Routine Industrial	Complaint	1 🔲
Air Quality Permit Required?	Yes	No 🖾	Permit #:	_		
Stormwater Pennit Required?	Yes 🛛	No	Authorizati	on #: AZENED - 12)	3 (NEC)	9/10/
Issue(s) Identified:	mminent Hazard	□ На	zard 🔲	Minor Issue	Other Issue	
Corrective Actions Needed:	· No city # 5	тонконял 56	Corrective Act	magner (all amount)		
NA	4		_			
Follow-Up Inspection Requires	d? Yes 🗌	No (a)	Follow-Up Ins	pection Date:		
Please address the conditions ident The Environmental & Status:	Sustainability Divisi	on can be reache		late. Contact your site insp 99, and the fax number is (3rd Party Abatemen	480) 644-4774.	
Point of	Contact			City of Mesa Ins	pector	
PRINT: Scoll	Zidun	~	PRINT:	MICHARL BAEZ		
SIGN:	~	_	SIGN: =	Mer	0	
PHONE#: ()	-		PHONE #:	(480) 644 - 352	0	



U.S. Department of Transportation Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E. Washington, DC 20590 September 3, 2019

In reply refer to: USDOT No.: 2407305

STEPHANIE ZEMAITIS DIRECTOR BATTERY SOLUTIONS ILC 4930 HOLIZ DR WIXCM, MI 48393

Safety Audit Pass

This letter is to inform you that, based on the results of the safety audit conducted on BATTERY SOLUTIONS LLC on August 28, 2019, the Federal Motor carrier Safety Administration (FMCSA) has determined that BATTERY SOLUTIONS LLC may continue to operate in interstate commerce within the United States.

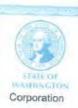
Bowever, for-hire motor carriers cannot operate in interstate commerce unless they obtain operating authority from FMCSA by following the registration procedures described in 49 CFR part 365, unless providing transportation exempt from 49 CFR part 356 registration requirements.

You are reminded that as a new entrant motor carrier FMCSA will continue to monitor and evaluate BATTERY SOLUTIONS LLC's safety management practices and on-road performance to ensure BATTERY SOLUTIONS LLC is complying with Federal requirements including the Federal Motor Carrier safety Regulations (PMCSRs) and applicable Federal Eszardous Materials Regulations (HMRs). BATTERY SOLUTIONS LLC may be granted permanent registration no earlier than 18 months from the date its USDOT New Entrant registration was originally granted. Failure to comply with applicable requirements may result in the revocation of BATTERY SOLUTIONS LLC's USDOT New Entrant or permanent registration.

If you have any questions concerning your New Entrant Status, please call your division office number (202) 366-4023.

Sincerely,

Joseph P. DeLorenzo, Director, Office of Enforcement and Compliance



BUSINESS LICENSE

Unified Business ID #: 603067031 Business ID #: 001 Location: 0001

CYLINDER DEPOT INC. CYLINDER DEPOT, INC. 2600 COMMERCIAL RD CENTRALIA, WA 98531-9386

UNEMPLOYMENT INSURANCE - ACTIVE TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licenser certifies the information on the application was complete, true, and occurrie to the best of his to her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

Vikk Smith

Demmeno Kerdoon (World Oil)

Name of Agency(s) (State/local/federal) responsible for waste management, air emission and water effluents:

California Environmental Protection Agency
Department of Toxic Substance Control Division
Region 3
9211 Oakdale Avenue
Chatsworth CA 91311
Ruth Williams-Morehead
(818) 717-6578

County Sanitation District of Los Angles County 1955 Workman Mill Road Whittier, CA 90607 Mr. Harry M. Mehta, P.E. Senior Inspector (562) 699-7411 x 2903

South Coast Air Quality Management District 21865 E. Copley Drive Diamond Bar Rafael Reynosa (909) 396-3147





CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL ACCREDITATION

Is hereby granted to

World Oil Recycling

2000 North Alameda Street Compton, CA 90222

Scope of the certificate is limited to the "Fields of Testing" which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection, proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of Section 100825, et seq. of the Health and Safety Code.

Certificate No.: 2037

Expiration Date: 12/31/2022

Effective Date: 1/1/2021

Sacramento, California subject to forfeiture or revocation

Christine Sotelo, Chief

Environmental Laboratory Accreditation Program

Exhibit #8 - CAL-EPA, DTSC Hazardous TSD Facility Part B Permit Verification & Part A Application



California Environmental Protection Agency Department of Toxic Substances Control RCRA-EQUIVALENT HAZARDOUS WASTE FACILITY PERMIT

Facility Name: DeMenno-Kerdoon 2000 North Alameda Street Compton, California 90222

Owner Name: DeMenno-Kerdoon dba World Oil Recycling 2000 North Alameda Street Compton, California 90222

Operator Name: DeMenno-Kerdoon dba World Oil Recycling 2000 North Alameda Street Compton, California 90222 EPA ID Number: CAT080013352

Effective Date: January 31, 2017

Expiration Date: January 30, 2027

Modification Effective Date: October 26, 2021

Pursuant to Section 66270.42, title 22, Division 4.5, California Code of Regulations, the Hazardous Waste Facility Permit issued December 23, 2016, effective January 31, 2017, is hereby modified to authorize the Permittee to add heat exchanger equipment referred to as a "suction heater" to Tank 2003 in Unit 4, Waste Oil Receiving & Storage. Conditions 16 and 17 were also revised to enhance the PCB testing requirements for used/waste oil. Changes (excluding format and typos) were made to this cover page, and the following pages of Attachment A to this Permit: pages 1, 9, 10, 29, 30, 31, 42, 43, 101, 102, 103, 104,105, Appendix B on pages 122 thru 125, and the header of each page of Attachment A.

Muzhda Ferouz, P.E.

Branch Chief Permitting Division

Department of Toxic Substances Control

Date: October 26, 2021



South Coast Air Quality Management District 21865 Copley Drive, Diamond Bar, CA 91765-4178

Title Page Fusifier III: 800037 Revision # 59 Date: April 23, 2021

FACILITY PERMIT TO OPERATE

DEMENNO-KERDOON DBA WORLD OIL RECYCLING 2000 NALAMEDA ST COMPTON, CA 90222

NOTICE

IN ACCORDANCE WITH RULE 206, THIS PERMIT TO OPERATE OR A COPY THEREOF MUST BE KEPT AT THE LOCATION FOR WHICH IT IS ISSUED.

THIS PERMIT DOES NOT AUTHORIZE THE EMISSION OF AIR CONTAMINANTS IN EXCESS OF THOSE ALLOWED BY DIVISION 26 OF THE HEALTH AND SAFETY CODE OF THE STATE OF CALIFORNIA OR THE RULES OF THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT. THIS PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO VIOLATE EXISTING LAWS, ORDINANCES, REGULATIONS OR STATUTES OF ANY OTHER FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCIES.

Wayne Nastri Executive Officer

By I Komos of

Jason Aspell

Acting Deputy Executive Officer Engineering and Permitting





Jared Blumentold Secretary of the EPA



Department of Toxic Substances Control



Meredith Williams, Ph.D. Acting Director 9211 Oakdale Avenus Chatsworth, CA, 91311

Gavin Newson Gavernor

SUMMARY OF OBSERVATIONS

	Substances Control (DTSC),	a Environmental Protection Agency, conducted an inspection at:
Facility Name:	DeMenno - Kerdoon db	Livel All A. II
Facility Address:	2000 N. Aleman	Short C
EPA ID Number:	CATURDAL CATORO	Street, Compton, CA, 90222
	ntly provide you a complete ins	7
heck box below as	appropriate;	
As a result of Control Law inspected.	of this inspection, no violations is and its implementing regulat	of the California Hazardous Waste ions were discovered in the areas
However, D evaluating a	TSC is still reviewing complian	of California Hazardous Waste Control e discovered in the areas inspected. ce information and, if applicable, l, if violations are found after the site visit,
However, D evaluating a the facility w Facility Representativ	TSC is still reviewing compliant ny issues identified in Section ill be notified in writing	e discovered in the areas inspected. ce information and, if applicable, l. If violations are found after the site visit,
However, D' evaluating a the facility w Facility Representativ Summary of Observa	TSC is still reviewing compliant ny issues identified in Section ill be notified in writing a Accepting tions	e discovered in the areas inspected. ce information and, if applicable, l. If violations are found after the site visit, DTSC Representative
However, D'evaluating a the facility we facility Representativ Summary of Observativame:	TSC is still reviewing compliant in its provided in Section in the notified in writing a Accepting tions.	e discovered in the areas inspected. ce information and, if applicable, i. If violations are found after the site visit, DTSC Representative Brennan, Ko-Madden
However, D'evaluating a the facility was presentative summary of Observa Name:	TSC is still reviewing compliant in section	DTSC Representative Brennan, Ko-Macklen Brennan, Ko-Macklen
However, D'evaluating a the facility was presentative summary of Observa Name:	TSC is still reviewing compliant in its provided in Section in the notified in writing a Accepting tions.	e discovered in the areas inspected. ce information and, if applicable, i. If violations are found after the site visit, DTSC Representative Brennan, Ko-Madden

UTSC 1571 (01/28/2019)

Page 1 of 2







Department of Toxic Substances Control



Meredith Williams, Ph.D. Director 9211 Oakdale Ave. Chatsworth, CA 91311

Gavin Newsom Governor

SUMMARY OF VIOLATIONS

On Oct. 20, 2020 and Oct. 22, 2020, the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC), conducted an inspection at:

Facility Name: World Oil Recycling

Facility Address: 2000 North Alameda Street

EPA ID Number.: CAT080013352 County: Los Angeles

As a result of this inspection, DTSC discovered violations of the California Hazardous Waste Control Laws and its implementing regulations that are identified on the attached pages. You must correct the following violations within the schedule for compliance for each violation. If you disagree with the alleged violations listed in this Summary of Violations, you must inform DTSC in writing. If additional violations are found after this inspection, such violations, if any, will be identified in writing.

DTSC will provide you with a complete inspection report within 65 days of the date of this inspection. You may request a meeting with DTSC to discuss the inspection, inspection report, or this Summary of Violations. The issuance of this Summary of Violations does not preclude DTSC from taking administrative and/or civil action or from referring the matter for criminal prosecution as a result of the violations identified herein or violations that have not been corrected within the time specified by DTSC. Failure to comply with a schedule for compliance is a violation of the law subject to a civil penalty of up to \$70,000 for each day of noncompliance. In addition, a false statement that compliance has been achieved is a violation of the law and subject to a penalty of up to \$70,000 for each occurrence. DTSC may re-inspect this facility at any time.

Facility Rep Summary of	resentative Accepting Violations		DTSC Representative
Name:	Jun THIVISUES	Name:	Patricis S. Colles
Signature:	ORIGINAL SIGNED	Signature:	ORIGINAL SIGNED
Title:	GENERAL MANAGER	Title:	ENVIRONMENTAL SCIENTIST
Date:	11/4/20	Date:	11/18/2020
			/



Jared Blumanfeld Becretary of the EPA



Department of Toxic Substances Control



Meredith Williams, Ph.D. Director 9211 Oakdale Avenue Chalsworth, CA 91311

Gavin Havesout Gavange

SUMMARY OF VIOLATIONS

On Tuesday, October 19 and 20, 2021, the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC), conducted an inspection at:

Facility Name:	DeMenno Kerdoon, dba World Oil, Inc. 2000 North Alameda Street, Compton CA 90222		
Facility Address:			
EPA ID Number.:	CAT080013352	County: Los Angeles	

As a result of this inspection, DTSC discovered violations of the California Hazardous Waste Control Laws and its implementing regulations that are identified on the attached pages. You must correct the following violations within the schedule for compliance for each violation. If you disagree with the alleged violations listed in this Summary of Violations, you must inform DTSC in writing. If additional violations are found after this inspection, such violations, if any, will be identified in writing.

DTSC will provide you with a complete inspection report within 65 days of the date of this inspection. You may request a meeting with DTSC to discuss the inspection, inspection report, or this Summary of Violations. The issuance of this Summary of Violations does not preclude DTSC from taking administrative and/or civil action or from referring the matter for criminal prosecution as a result of the violations identified herein or violations that have not been corrected within the time specified by DTSC. Failure to comply with a schedule for compliance is a violation of the law subject to a civil penalty of up to \$70,000 for each day of noncompliance. In addition, a false statement that compliance has been achieved is a violation of the law and subject to a penalty of up to \$70,000 for each occurrence. DTSC may re-inspect this facility at any time.

Facility Representative Accepting Summary of Violations		DTSC Representative		
Name:	Alok Das	Name	Roger Kintz	
Signature:	an	Signature:	Roger Kintz	
Title:	Director of Environmental Affairs	Title:	Senior Environmental Scientist	
Date:	11/19/2021	Date:	11/19/2021	

Lighting Resources

Regulatory Contacts:

DTSC

(818) 717-6577

Cal OSHA

(626) 239-0369

CUPA San Bernardino County (909) 355-8800

SCAQMD

(909) 396-2000







Matthew Rodriquez
Secretary for
Environmental Protection

Department of Toxic Substances Control

Barbara A. Lee, Director 9211 Oakdale Avenue Chatsworth, California 91311



February 22, 2017

Via U.S. Certified Mall No. 7014 3490 0001 0347 9842 Return Receipt Requested

Ms. Susan Richard Chief Compliance Officer Lighting Resources, LLC 805 East Francis Street Ontario, California 91761

ADMINISTRATIVE COMPLETENESS DETERMINATION FOR THE SERIES A STANDARDIZED HAZARDOUS WASTE FACILITY PERMIT RENEWAL APPLICATION FOR LIGHTING RESOURCES, LLC, 805 EAST FRANCIS STREET, ONTARIO, CALIFORNIA 91761, EPA IDENTIFICATION NUMBER CAR 000 156 125

Dear Ms. Richard:

The Department of Toxic Substances Control (DTSC) has reviewed the Series A Standardized Hazardous Waste Facility Permit Application (Application), dated December 30, 2016, for Lighting Resources, LLC (Facility) located at 805 East Francis Street, Ontario, California. DTSC has completed the initial review of your Application and determined that it is administratively complete. This determination is for administrative completeness only. It does not address the quality or the technical adequacy of the submittal.

DTSC will follow up with a cost estimate and agreement for cost reimbursement for the processing of the Application. The cost estimate will include the processing related to the completeness review of two applications (one administratively incomplete application dated October 28, 2016 and one administratively complete application dated December 30, 2016), as well as technical review, and all other activities needed to complete a permit decision. The cost reimbursement agreement will provide you the details about the required partial advance payment, and billing frequency that correlates with DTSC's cost estimate. Copies of the Health and Safety Code section relating to cost reimbursement and the DTSC letter of notification of the change are enclosed for your information.

® Philosophy Despoision (1919)

Ms. Susan Richard February 22, 2017 Page 2

DTSC will initiate the technical review of the Application after the signed cost reimbursement agreement is submitted. DTSC will conduct the technical review of your permit application using the Permit Completeness Checklist located online at: http://www.dtsc.ca.gov/HazardousWaste/upload/PermitCompletenessChecklist.pdf, and any other applicable requirements of the statute and regulations. DTSC will notify you of any deficiencies found in the Application.

In accordance with the California Code of Regulations, title 22, section 66270.51, you may operate the Facility under the conditions of the current permit until a permit decision is made by DTSC.

If you have any questions about this letter, please contact me at (818) 717-6577 or paulette.gonzalez@dtsc.ca.gov.

Sincerely,

Paulette Gonzalez Environmental Scientist Permitting Division

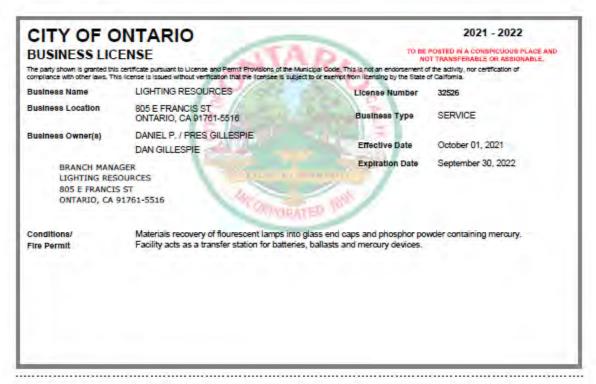
Enclosures:

- 1. Administrative Completeness Review Checklist
- 2. Amendment to the Health and Safety Code related to cost reimbursement.
- DTSC letter notification of statutory change affecting requirement of activity fee for hazardous waste permit application or permit modification

cc: Mr. Daniel P. Gillespie President Lighting Resources, LLC. 1919 Williams Street, Suite 350 Simi Valley, California 93065

Phil Blum, P.E. (email only)
Supervising Hazardous Substances Engineer I
Permitting Division
Department of Toxic Substances Control

Pending renewal. Will provide upon award.



LIGHTING RESOURCES:

Thank you for your payment on your City of Ontario Business License. ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST. If you have questions concerning your business license, contact the Business Support Center via email at: BusLic@ontarioca.gov or by telephone at: (909) 395-2022.

Contact the Business Registration Division at (909) 395-2022 if the business closes prior to the expiration date of the certificate. Please notify this office within ten (10) days of any change of business name, ownership, address location or activity.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.



City of Ontario
BUSINESS LICENSE

BRANCH MANAGER LIGHTING RESOURCES 805 E FRANCIS ST ONTARIO, CA 91761-5516 License Number: 32526

Date of Issue: 10/01/2021

SAN BERNARDINO COUNTY CUPA CERTIFIED UNIFIED PROGRAM AGENCY **ANNUAL PERMIT** EP: AP:3

JANET RIVERA LIGHTING RESOURCES, LLC **805 EAST FRANCIS STREET** ONTARIO, CA 91761

This Unified Permit is hereby issued to: LIGHTING RESOURCES, LLC 805 E FRANCIS ST ONTARIO, CA 91761

AR-0.00

CERS ID: 10153473

Permit is issued to Facility: FA0004431 for a period not to exceed one year from effective date.

Expiration Date: 9/30/2023 Effective Date: 10/1/2022 CUPA Facility Type: 5013-CUPA ANNUAL ADMIN PERMIT PROGRAM FEE-LEVEL 3

Permit Number	Program Element	Related ID
PT0006524	4243 HAZARDOUS MATERIALS 4-10 CHEMICALS	PR0007347
PT0006525	4354 RCRA LARGE QUANTITY GENERATOR	PR0007348
PT0018584	5415 UW HANDLER WITH ANOTHER CUPA PERMIT	PR0017354



Permitted by: San Bernardino County CUPA 620 South "E" Street San Bernardino, CA 92415-0153 (909) 386-8401

Mike Horton, Fire Marshal

THIS PERMIT IS NOT TRANSFERABLE AND IS ISSUED CONDITIONALLY UPON ADHERENCE TO THE REQUIREMENTS LISTED ON THE BACK OF THIS PERMIT.

Printed on: 8:26:39AM 9/30/2022

12-20962-638 Rev. 07/22

DATE: 06/01/2022

EQUIPMENT LOCATED AT:

805 E FRANCIS ST ONTARIO, CA 91761

LEGAL OWNER CO. ID: 93721

OR OPERATOR

LIGHTING RESOURCES LLC

805 E FRANCIS ST ONTARIO,CA,91761

PERMIT/APPLICATION RENEWAL

PERMIT/ APPL NBR	EQUIPMENT DESCRIPTION	NEXT RENEWAL DATE
BILLING YEA	R: 2021	
G22757 G62536 G62537	MISC MATERIALS SIZE REDUCTION DRY FILTER (>500 SQ FT) DRY FILTER (>500 SQ FT)	03/01/2023 03/01/2023 03/01/2023







Meredith Williams, Ph.D., Director 1001 "I" Street P.O. Box 806 Sacramento California 95612-0806

Hazardous Waste Transporter Registration Certificate

Name and Address of Registered Transporter:

Lighting Resources LLC 805 East Francis St Ontario, CA 91761

Transporter Registration Number: 3379

Expiration Date: November 30, 2022

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Authorized Signature

Name and Title of Authorized Representative: Mark Taylor, Staff Services Analyst

November 22, 2021

Signature Date

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

Printed on Recycled Paper



INDUSTRIAL FACILITY STORMWATER INSPECTION REPORT

	GEN	ERAL INFORMATION			
INSPECTION DATE:	11-02-2021	INSPECTION TIME:	1:53 PM		
INSPECTING AGENCY	: City of Ontario	PRIORITY:	High		
INSPECTION TYPE:	Routine	FOLLOW-UP DATE:			
REASON:					
SITE ID:	Lighting Resources	REF/FILE NO:	Francis St E 805		
FACILITY ADDRESS:	805 E Francis St, Ontario, CA	91764			
Name of the William Co.	Daniel Gillespie/Susan Richar		B. March St. College		
CONTACT NAME:	Ascencio	BUSINESS PHONE:	909-923-3132		
CONTACT TITLE:		ALT PHONE:	Charles and the Control of the Contr		
EMAIL:	susan.richard@lightingresour	cesinc.com:jose.ascencio@lighting:	esourcesinc.com		
TYPE OF BUSINESS:	78000				
PRIMARY SIC CODE:	5093	OTHER SIC:			
PRIMARY NAICS COD	No.	OTHER NAICS:	-		
WDID No (if applicable	The second secon				
NEXT ROUTINE:	02-17-2023			_	
WASTE HANDLING: MATERIAL HANDLING					
2002	4				
NO.	INSPECT	ION PARAMETERS		FINDINGS	
1. Is there a copy	of the Stormwater Pollution Preve	ention Plan (SWPPP) on site?		No	
Comments: NEC cove	rage				
2. Are any industr					
3. Are BMPs imple	emented in outdoor industrial pro-	cess areas?		Yes	
Are raw materia	ds, products, equipment, or wast	es that have a potential to impact :	stormwater quality stored	10.75	
4. outside?				Yes	
Are BMPs imple	emented in outdoor storage areas	:?		Yes	
6. Is there a spill o	ontainment plan in place?			No	
	drain inlets on-site?			No	
Do the storm dr	ain inlets appear to be properly n	naintained and/or cleaned?		N/A	
		n water to the storm drain system		No	
	e of unauthorized non-storm wat	er discharges, past spills, or illicit	discharges to the storm	45	
10. drain system?				No	
	r drains or sinks connected to the			No	
	areas properly maintained and f			Yes	
	as properly maintained and free			Yes	
	ipment repair/maintenance perfo			No	
	quipment repair/maintenance BM			N/A	
	ment, or exterior surface cleaning			No	
	h contractor being used to clean			No	
	upment, and exterior surface clear of litter and liquid waste?	aning BMPs being implemented?		N/A Yes	
7.0	And the second street of the second street of the second street of	from contact with storowester?		Yes	
20. Are the content	s of waste receptacles protected	from contact with stormwater?		res	
	Add	litional Observations			
No action is required.					
		cument on behalf of the business or			
make the required corre	ctions may result in additional enfo	proement action by the City, County,	and / or other government a	gencies:	
ON-SITE CONTACT:	Emailed Report	INSPECTOR:	Nathan Pino		
SIGNATURE:		SIGNATURE:	Math. D.		
	LITE IS IN THE WAY	-	- JANUAN . Kisto		
DATE:	02-17-2022	DATE:	02-17-2022		
		AGENCY: City of Ontario			
	EMAIL: npino@ontarioca.gov				
	PHONE: (909) 395-2389				

Rineco

The primary governmental agency for environmental management in Arkansas is the Arkansas Department of Environmental Quality (ADEQ). ADEQ representatives inspect the facility a minimum of two times per year. The following is a list of appropriate agency contacts:

- ADEQ Public Information Officer Mr. Doug Szenher (501) 682-0744
- ADEQ Hazardous Waste Division Ms. Tammie Hynum (501) 682-0744
- ADEQ Air Division MR. Brent Day (510) 682-0744



Certified Mail; Return Receipt Requested 9489 0090 0027 6022 1782 42

April 2, 2019

Larry Williams, Director, Environmental & Regulatory Compliance Rineco Chemical Industries, LLC P.O. Box 729 Benton, Arkansas 72018

RE: Renewal Permit - 28H-RN2
Rineco Chemical Industries, LLC

EPA I.D. No. ARD981057870; AFIN: 63-00094; RCRA Permit 28H-RN2

Dear Dr. Williams:

The Arkansas Department of Environmental Quality Office Land Resources (ADEQ) has issued a final Resource Conservation and Recovery Act renewal permit for RCRA Permit 28H-RN2 to Rineco Chemical Industries, LLC. A public notice was published in the *Benton Courier* on January 19, 2019. Comments were received on the draft permitting decision and revisions were made to the draft permit in response to these comments.

Please find enclosed the final RCRA Permit 28H-RN2, a Responsiveness Summary, a final Fact Sheet, and a Notice of Decision. If you have any questions or concerns please contact myself at (501) 682-0962 or by email at white@adeq.state.ar.us or Jay Rich at (501) 682-0856 or email at rich@adeq.state.ar.us.

Sincerely,

Kevin White Associate Director

Office of Land Resources

Enclosure

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY
5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK / ARKANSAS 72118-5317
TELEPHONE 501-682-0744 / FAX 501-682-0880 / www.adeq.state.ar.us



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6 1445 ROSS AVENUE, SUITE 1200 DALLAS, TX 75202-2733

AUG 1 0 1993

Mr. Larry D. Williams Environmental Director Rineco Chemical Industries 1007 Vulcan Road - Haskell Benton, Arkansas 72015

Dear Mr. Williams:

In a letter dated October 11, 1989, the U.S. Environmental Protection Agency (EPA) notified you that a determination had been made that your facility was unacceptable to receive Superfund wastes. This determination was based upon relevant regulatory violations detected at your facility. The determination was prescribed by the requirements of the November 13, 1987, "Revised Procedures for Planning and Implementing Off-Site Response Actions".

Based upon communication with representatives of the Arkansas Department of Pollution Control and Ecology, EPA has determined that your facility is operating in full physical compliance with all applicable requirements. Your facility is currently acceptable to receive Superfund wastes.

If you have any questions regarding this letter, please contact Ron Shannon of my staff at (214)655-2282.

Sincerely yours,

Allum M. David Director

Allyn M. Davis, Director Hazardous Waste Management Division

cc: Mike Bates, Chief
Hazardous Waste Division
Arkansas Department of Pollution
Control & Ecology

ADEQ MINOR SOURCE AIR PERMIT

Permit No.: 0813-AR-15

IS ISSUED TO:

Rineco Chemical Industries, Inc. 1007 Vulcan Road Haskell, AR 72015 Saline County AFIN: 63-00094

THIS PERMIT IS THE ABOVE REFERENCED PERMITTEE'S AUTHORITY TO CONSTRUCT, MODIFY, OPERATE, AND/OR MAINTAIN THE EQUIPMENT AND/OR FACILITY IN THE MANNER AS SET FORTH IN THE DEPARTMENT'S MINOR SOURCE AIR PERMIT AND THE APPLICATION. THIS PERMIT IS ISSUED PURSUANT TO THE PROVISIONS OF THE ARKANSAS WATER AND AIR POLLUTION CONTROL ACT (ARK. CODE ANN. SEC. 8-4-101 *ET SEQ.*) AND THE REGULATIONS PROMULGATED THEREUNDER, AND IS SUBJECT TO ALL LIMITS AND CONDITIONS CONTAINED HEREIN.

Signed:

Mike Bates Chief, Air Division March 10, 2014

Date



Permit Tracking Number: ARR00A543

AFIN: 63-00094

NOTICE OF COVERAGE (NOC) INDUSTRIAL STORMWATER GENERAL PERMIT ARR000000

Attn: Larry D. Williams, Director, Environmental & Reg. Compliance Rineco Chemical Industries, LLC P.O. Box 729 Benton, AR 72018

The Recertification Notice of Intent (NOI) for coverage under the renewal Industrial Stormwater General Permit (effective July 1, 2019) was received on January 17, 2019, and has been reviewed. The facility will continue coverage under the previously assigned permit tracking number and AFIN noted below. Any permit-related correspondence must include these numbers. This NOC is issued in reliance upon the statements and representations made in the submittal for the following facility:

Permittee (Legal Name): Rineco Chemical Industries, LLC

Facility Name: Rineco
Permit Tracking No.: ARR00A543
AFIN: 63-00094

Industrial Sector: K1

Facility Address: 1007 Vulcan Road, Haskell, AR 72015 in Saline County Facility Coordinates: Latitude: 34° 30' 54" N; Longitude 92° 37' 44" W

The Department has no responsibility for adequacy or proper function of the Best Management Practices (BMPs) implemented under the terms of this permit. Compliance with all conditions and limitations of the renewal general permit is required. Please be advised that the renewal permit contains monitoring requirements. Under the renewal general permit, you must keep the Stormwater Annual Report (SWAR) Form at the facility (submittal to the Department is not required) and make it available to ADEQ staff upon request. The renewal general permit and Stormwater Annual Report Form to be used effective July 1, 2019 are available on the Department's website at the address below:

https://www.adeq.state.ar.us/water/permits/npdes/stormwater/

Discharges allowed by the permit shall only occur at the following outfalls:

Outfall 002: Latitude 34° 30' 50" N, Longitude 92° 37' 50" W Outfall 003: Latitude 34° 30' 50" N, Longitude 92° 37' 43" W

Renewal Coverage Effective Date: July

July 1, 2019 June 30, 2024

Expiration Date:

Bryan Leamons, P.E. Senior Operations Manager Office of Water Quality

Bryon Leanurs

Issue Date

4/11/2019

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY
5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK / ARKANSAS 72118-5317
TELEPHONE 501-682-0744 / FAX 501-682-0880 / www.adeq.state.ar.us

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2019-2022

Registrant: HERITAGE ENVIRONMENTAL SERVICES LLC

ATTN: Alexander Bensley 6510 TELECOM DRIVE INDIANAPOLIS, IN 46278

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is is sued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 043019550023BD Effective: July 1, 2019 Expires: June 30, 2022

HM Company ID: 9097

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement file dwith PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U.S.Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement. must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipe line and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

	3	ATTLE SI COMPLI	ANCE HISTORY	
Inspection Type	Agency	Date	Finding	Description
Financial Record Review	State	04/20/2021	No Violations or Compliance issues were found	NA
Non-Financial Record Review	State	03/02/2021	No Violations or Compliance Issues were found	NA
Non-Financial Record Review	State	12/22/2020	No Violations or Compliance issues were found	NA
Non-Financial Record Review	State	02/27/2020	No Violations or Compliance issues were found	NA
Compliance Evaluation Inspection	State	09/17/2019	No Violations or Compliance issues were found	NA .
Non-Financial Record Review	State	04/12/2019	No Violations or Compliance issues were found	NA
Non-Financial Record Review	State	12/21/2018	No Violations or Compliance issues were found	NA
Non-Financial Record Review	State	06/29/2018	No Violations or Compliance issues were found	NA
Compliance Evaluation Inspection	State	05/07/2018	No Violations or Compliance issues were found	NA
Compliance Evaluation Inspection	State	05/22/2017	No Violations or Compliance Issues were found	NA
Non-Financial Record Review	State	03/06/2017	No Violations or Compliance issues were found	NA
Non-Financial Record Review	State	12/29/2016	No Violations or Compliance issues were found	NA
Focused Compliance Inspection	State	11/03/2016	No Violations or Compliance issues were found	NA
Non-Financial Record Review	State	10/21/2016	No Violations or Compliance Issues were found	NA
Non-Financial Review	State	07/08/2016	No Violations or Compliance issues were found	NA
Non-Financial Review	State	04/29/2016	No Violations or Compliance issues were found	NA
Compliance Evaluation Inspection On-Site	State	03/24/2016	No Violations or Compliance issues were found	NA
Non-Financial Record Review	State	03/18/2016	No Violations or Compliance issues were found	NA
Non-Financial Record Review	State	01/15/2016	No Violations or Compliance issues were found	NA

3.6 CERCLA AUTHORIZATION

Rineco is authorized to receive CERCLA waste.

Customer Audit Handbook

10

US Ecology Nevada

Agency

NDEP-Bureau of Air Pollution Control/Quality Ben Kahue (775) 687-9460

Nevada State Fire Marshall

USDOT

EPA, Region 9 Ron Leach, (415) 972-3362

NDEP, Bureau of Waste Management Mike Leigh, (775) 687-9465

NDEP-Div Water Pollution Control

NV Div of Water Resources

US Bureau of ATFE

USDA/APHIS

NV Division of State Lands



RCRA PERMIT FOR A HAZARDOUS WASTE MANAGEMENT FACILITY



Permittee:

US Ecology Nevada, Inc. Beatty, Nevada 89003 NVT330010000

REVISION 6 February 2021

Facility EPA ID#: Permit Number:

NEVHW0025

This Permit is issued by the Nevada Division of Environmental Protection (NDEP) under the authority of Section 3006 of Resource Conservation and Recovery Act (RCRA) (40 CFR Part 271), Nevada Revised Statutes (NRS) 459,520 and Nevada Administrative Code (NAC) 444,842 through 444,8746 and 444,960. The State of Nevada has adopted 40 CFR Subpart A of Part 2, Subparts A and B of Part 124, and Parts 260 through 270 inclusive, by reference in the NAC at 444.8632 with exceptions listed at 444.86325 and as revised at 444.8633. This Permit is issued to US Ecology Nevada, Inc. (hereafter called the Permittee). to operate a commercial hazardous waste treatment, storage, and disposal facility located near Beatty, Nevada at latitude 36° 46' 9" N and longitude 116° 41' 23" W. summarily described as follows:

The facility is located on a 480-acre site, which is owned by the State of Nevada. The facility consists of:

- Six (6) Container Storage Units:
- Four (4) PCB Storage Tanks;
- Two (2) Lab Rinse Water Storage Tanks
- One (1) Evaporation Tank:
- One (1) Aerosol Can Recycling Unit
- One (1) Drum Re-Use Management Area
- Four (4) Batch Stabilization Tanks (Pans 2-5);
- Four (4) Subtitle C Landfills consisting of Trench 10 (closed), Trench 11 (closed), Trench 12 (no longer active and undergoing closure), and Trench 13 (Phase A active, Phase B under construction) with a total design capacity for all five phases of 8.6 million cubic

The facility is required to perform groundwater monitoring, perform post-closure care and monitoring, and is under corrective action activities which are described in detail in Permit Sections 10 - 13. The Permittee must comply with all terms and conditions of this Permit. This Permit consists of the conditions contained herein, the Permit Application, and the applicable regulations contained in 40 CFR Parts 124, 260 through 270, and Sections 206, 212, and 224 of HSWA, which require corrective action for all releases of hazardous wastes or constituents from any solid waste management unit (SWMU) at a treatment. storage, or disposal unit seeking a Permit, regardless of the time at which waste was placed in such unit. as specified in the Permit. If there are conflicts between this Permit and the Permit Application, the Permit shall prevail. Applicable regulations are those that are in effect on the date of issuance of the Permit, in accordance with 40 CFR 270.32(c) and NAC 444.8632.

This Permit is based on the assumption that the information submitted in the Part A and Part B Permit Application originally dated October 29, 2009, as modified by subsequent amendments (hereafter referred to as the Permit Application) is accurate, and that the facility will be constructed, operated and closed as

Signature Page Page Laf 2 specified in the Permit Application and this Permit.

Any inaccuracies found in the submitted information may be grounds for the termination, revocation and ressuance, or modification of this Permit in accordance with 40 CFR 270.41, 270.42, 270.43, and NAC 444.8632 and for enforcement action. The Permittee must inform the Director of any deviation from or changes in the information in the application, which would affect the Permittee's ability to comply with the applicable regulations or Permit conditions. Failure to comply with any term or condition set forth in this Permit in the time or manner specified herein will subject the Permittee to possible enforcement action and penalties pursuant to NRS 459.565, 459.570, 459.585, and 459.595.

This Permit became effective <u>December 8, 2011</u> and shall remain in effect in accordance with 40 CFR 270.51(a) and NAC 444.8632 until the Permit Renewal is issued, unless revoked and reissued under 40 CFR 270.41 and NAC 444.8632, or terminated under 40 CFR 270.43 and NAC 444.8632.

This Permit shall be reviewed by the Director five years after the date of Permit issuance or reissuance and shall be modified as necessary, as provided in NRS 459,520 (4) and 40 CFR 270.50 (d).

Signature on file

originally issued on December 8, 2011

R. Eric Noack

Date

Chief, Bureau of Waste Management

*Revisions:

Revision 1: Class 1* Modification: July 27, 2015
Revision 2: Class 3 Modification: June 13, 2016
Revision 3: Class 1* Modification: August 30, 2018
Revision 4: Class 1* Modification: January 31, 2019
Revision 5: Class 2 Modification: September 26, 2019
Revision 6: Class 1* Modification: February 26, 2021

Mike Leigh. P.E.

Supervisor, RCRA Facilities Branch

Bureau of Sustainable Materials Management

Signature Page Page 2 of 2



United States Department of Agriculture Animal and Plant Health Inspection Service Plant Protection & Quarantine 4700 River Road Riverdale, MD 20737

Permit to Receive Soil Regulated by 7 CFR 330

This permit was generated electronically via the ePermits system.

PERMITTEE PERMIT NUMBER: P330-21-00184 Amanda Rasmussen NAME: APPLICATION P525-210601-004 COMPANY: US Ecology Nevada, Inc. NUMBER: ADDRESS: 11 Miles S of Beatty DATE ISSUED: 08/11/2021 Beatty, NV 89003 EXPIRES: 08/11/2024 MAILING PO Box 578 HAND CARRY: No Beatty, NV 89003 ADDRESS: FACILITY 5747 PHONE: (775) 553-2203 Ext. 194112 NUMBER: ALT, PHONE: 208-691-3768 US Ecology, Nevada FACILITY EMAIL: amanda.rasmussen@usecology.com ACCOUNT: FAX: RESEARCH Environmental CENTER: FACILITY NAME: FACILITY Hwy 95 11 Miles South of Beatty ADDRESS: Beatty, Nevada 89003 FACILITY GPS: MAIL ADDRESS: Hwy 95 11 Miles South of Beatty PO Box 578 Beatty, Nevada 89003 FACILITY John Dyer CONTACT: PHONE: 775-553-2203 ext. 4113 ALT. PHONE: FAX: EMAIL: john.dyer@usecology.com

PORTS OF ARRIVAL/PLANT INSPECTION STATIONS: AK, Anchorage; AL, Huntsville; AL, Mobile; AZ, Douglas; AZ, Lukeville; AZ, Naco; AZ, Nogales; AZ, Phoenix; AZ, San Luis; AZ, Tucson; CA, Calexico; CA, El Segundo; CA, Fresno; CA, Long Beach; CA, Oakhand; CA, Ontario; CA, Otay Mesa; CA, Port Hueneme; CA, Sacramento; CA, San Diego; CA, San Jose; CA, San Ysidro; CA, South San Francisco; CA, Tecate; CO, Denver; CT, Hartford; CT, New Haven; DE, Dover; DE, Wilmington; FL, Ft, Lauderdale; FL, Ft, Myers; FL, Ft, Pierce; FL, Jacksonville; FL, Key West; FL, Miami; FL, Miami (Cargo, DHL, Fed Ex, UPS, etc.); FL, Orlando; FL, Pensacola; FL, Port Canaveral; FL, Port Everglades; FL, Sanford; FL, Tampa; FL. West Palm Beach; GA, Atlanta; GA, Savannah; GU, Agana; HI, Hilo; HI, Honolulu; HI, Kahului; HI, Kailua-Kona; HI, Lihue; ID, Eastport; IL, Chicago; IN, Indianapolis; KY, Lotisville; MA, South Boston; MD, Baltimore; MD, Laurel; ME, Bangor; ME, Calais; ME, Houlton; ME, Portland; MI, Detroit; MI, Port Huron; MI, Romulus; MI, Sault Saint Marie; MN, Duluth; MN, Grand Portage; MN, International Falls; MN, Minneapolis; MO, Kansas City; MO, St. Louis; MP, Commonwealth of the Northern Mariana Islands; MS, Gulfport; MS, Port Bienville; MT, Raymond; MT, Roosville; MT, Sweetgrass; NC, Raleigh; NC, Wilmington; ND, Dunseith; ND, Pembina; ND, Portal; NJ, Linden; NM, Albuquerque; NM, Columbus; NM, Santa Teresa; NV, Las Vegas; NY, Albany; NY, Alexandria Bay; NY, Brooklyn; NY, Buffalo; NY, Champlain, Rouses Point; NY, Jamaica; NY, Newburgh; OH, Ashtabula; OH, Cincinnati; OH, Cleveland; OH, Columbus; OH, Toledo; OH, Wilmington; OK, Oklahoma City; OR, Portland; PA, Allentown; PA, Harrisburg; PA, Philadelphia; PA, Pittsburgh; PA, Scranton; PR, Agusadilla; PR, Carolina; PR,

	Permit Number P330-21-	0018
THIS PERMIT HAS BEEN APPROVED ELECTRONICALLY BY THE FOLLOWING PPQ HEADQUARTER OFFICIAL VIA EPERMITS.	DATE	
and -		
Gibbs Smith	08/11/2021	

WARNING: Any alteration, forgery or anustherized use of this Pederal Form is subject to civil parallels of up to \$250,000 (7 U.S.C.s 7734(h)) or panishable by a frue of our more than \$10,000, or exposestment of not more than \$5 years, or both (18 U.S.C.s 1001)

Page 1 nf 7



Happining on a Consequence & National Research

That it y Volume 1

August 24, 2021

Daniel Church General Manager US Ecology Nevada P.O. Box 578 Beatty, NV 89003

RE: Notification of Issuance of Renewal and Revision of Class II Air Quality Operating Permit AP4953-0184.05, FIN A0557, Air Case 10409 and 10758 – US Ecology Nevada

Dear Mr. Church:

The Nevada Division of Environmental Protection – Bureau of Air Pollution Control (BAPC) has reviewed the applications submitted by US Ecology Nevada, Inc. on May 15, 2020 and March 31, 2021 for the above-referenced operating permit under legal authority from Nevada Revised Statutes (NRS) 445B.100 through 445B.640, inclusive, and pursuant to regulations in Nevada Administrative Code (NAC) 445B.001 through 445B.3689, inclusive. Based upon technical review and recommendation. I hereby issue the operating permit with appropriate restrictions. Enclosed is your copy of the operating permit which must be posted conspicuously at the facility.

In accordance with NRS 445B.340 and NAC 445B.890, you may appeal the Department's issuance of the operating permit within 10 days after you receive the operating permit. Appeals may be filed with the State Environmental Commission located at 901 S. Stewart Street, Carson City, Nevada 89701. For questions regarding appeals, call (775) 687-9374.

Please review the operating permit carefully and ensure you understand all conditions, restrictions, monitoring, recordkeeping, and other requirements. If you have any questions, contact Ben Kahue at (775) 687-9460 or bkahue@ndep.ny.gov.

Sincerely.

Tanya Soleta, P.E.

Supervisor, Permitting Branch Bureau of Air Pollution Control

TS/bkk.

Finching Class II Air Quality Operating Permit AP4953-018(10) 4 Copy (to englosure) Daniel Church, Daniel church a sociology com-

9171 9690 0935 0255 6732 54

Nevada Department of Conservation and Natural Resources . Division of Environmental Protection



Bureau of Air Pollution Control 901 SOUTH STEWART STREET SUITE 4001 CARSON CITY, NEVADA 89701-5249 pt 775-687-9349 • mlepan guyan

Facility ID No. A0557

Permit No. AP4953-0184.05

CLASS II AIR QUALITY OPERATING PERMIT

Issued to: US ECOLOGY NEVADA, INC. (HEREINAFTER REFERRED TO AS PERMITTEE)

Mailing Address: P.O. Box 578, BEATTY, NV 89003

Driving Directions: From BEATTY, NV HEAD SOUTH ON HIGHWAY 95 FOR APPROXIMATELY 11 MILES. THE

FACILITY IS ON THE RIGHT AT MILE MARKER 48.

General Facility Location: SECTION 26 AND 35, T 13 S, R 47 E, MDB&M

HA 230 - ARMARGOSA DESERT / NYE COUNTY

NORTH 4,069,149 M. EAST 527,965 M, UTM ZONE 11, NAD 83

Emission Unit List:

A. System 91 - Screen Loading (Air Case 10758 - Revised)

PF1.001 Material loading to grizzly hopper PF1.002 Grizzly hopper discharge to conveyor

II. System 02 - Screen (Air Case 10758 - Revised)

PF1.003 Screen and Associated Transfers (In: Conveyor, Out: Oversize Conveyor, Intermediate Conveyor, and Finan

Conveyor)

C. System 03 - Screen Stockpiles (Air Case 10758 - Revised)

PF1.004 Oversize conveyor discharge to stockpile PF1.005 Intermediate conveyor discharge to stockpile PF1.006 Fines conveyor discharge to stockpile

H. System 08 - Silo 5 (Stabilization reagents)

\$2,007 Stabilization Reagent Silo 5 loading

\$2,008 Subilization Reagent Silo 5 discharge to Haz Waste Pan #2 or #3

M. System 13 - Hazardous Waste Stabilization Unit (PAN #2) and (PAN #3)

Hazardous Waste Stabilization Unit consisting of two arched treatment areas (PAN #2 and PAN #3) each with a 50' PF1 010 exterior arch, a 30' interior arch, being 20' wide and 8' deep, Manufactured by US Ecology Nevada, Inc. and one fifter

receiver for both PAN #2 and PAN #3. These treatment areas are used for mixing reagent and hazardous waste.

N. System 14 - Soil Vapor Extraction Well (located near Trench 10)

\$2.015 Soil vapor extraction wells through which yadose zone gases are comoved using one or more pumps

O. System 15 - Mixing Tank #4 & #5

S2.016 Stredder and discharge to vibratory conveyor
S2.017 Conveyor and discharge to Mixing tank #4
S2.018 Filter receiver and discharge to Mixing tank #4
S2.010 Mixing Tank #4

S2.020 Filter receiver and discharge to Mixing Tank #5 S2.021 Mixing Tank #5

- And the same of the same of

P. System 16 - Storage Silo for Stabilization reagent (e.g. quicklime, portland cement), 162 tons \$2,022 Storage silo, fooding (discharge via full enclosure)



Nevada Department of Conservation and Natural Resources • Division of Environmental Protection Bureau of Air Pollution Control

Facility ID No. A0557 Permit No. AP4953-0184.05 CLASS II AIR QUALITY OPERATING PERMIT

Issued to: US ECOLOGY NEVADA, INC. (AS PERMITTEE)

Emission Unit List (continue)

Q. System 17 - Storage Silo for Stabilization reagent (e.g. quicklime, portland cement), 162 tone

\$2,023 Storage silo, londing (discharge via full enclosure).

R. System 18 - Gasoline Storage Tanks

\$2,024 2,000 Gallon Gasoline Storage Tank

S. System 19 - Aerosol Can Crusher (Air Case 10758 - Revised)

\$2,025 Aerosol Can Crusher

T. System 20 - 200 HP Generator

\$2,026 200 HP Natural Gas Fired Generator

U. System 21 - Aerosol Can Crusher (Air Case 10758 - New)

\$2.027 Liquid Gas Tank E-24, 779 gallons

****End of Emission Unit List****

Page 2 of 37

USE had an EPA RCRA and TSCA audit in September 2021 that is still pending. Most recently an NDEP CEI Audit took place in September 2022 that a report has not been issued for at this time.

US Ecology Beatty, Nevada Compliance History

2020

No compliance inspections by regulatory agencies occurred in 2020 due to COVID 19-related travel restrictions.

NDEP ANNUAL INSPECTION October 2019, CEI

Summary: the Nevada Division of Environmental Protection (NDEP) conducted a RCRA annual Compliance Evaluation Inspection (CEI) on October 15 and 16, 2019.

Results: A report of findings was issued November 26, 2019. No violations were found, and no responses were required. However, based on NDEP observations, US Ecology made several improvements to waste management processes.

NDEP QUARTERLY INSPECTION May 2019, OAM

Summary: the Nevada Division of Environmental Protection (NDEP) conducted a RCRA quarterly Operations and Maintenance (OAM) inspection of the facility on May 13-15, 2019. The inspection included groundwater and leachate sampling protocols, Trench 13 conditions, Trench 12 conditions, Trench 11 leachate sumps C4 and D4, and the progress at the intended aerosol can recycling area.

Results: In a letter of June 27, 2019, NDEP concluded the facility appeared to be in compliance with applicable Federal and State hazardous waste regulations, as well as specific conditions stipulated within the state-issued hazardous waste facility Permit NEVHW0025 (dated January 2019, Revision 4). No response was required from USEN.

NDEP ANNUAL INSPECTION October 2018, CEI

Summary: the Nevada Division of Environmental Protection (NDEP) conducted a RCRA annual Compliance Evaluation Inspection (CEI) on October 16-17, 2018. A report of findings is pending. No violations were indicated based on the post-inspection debriefing.

Results: A report of findings was issued November 7, 2019. No violations were found, and no responses were required. However, based on NDEP observations, US Ecology made several improvements to waste management processes.

NDEP QUARTERLY INSPECTION May 2018, OAM

Summary: the Nevada Division of Environmental Protection (NDEP) conducted a RCRA quarterly Operations and Maintenance (OAM) inspection of the facility on May 22 - 24, 2018. The focus was on groundwater sampling protocols in conjunction with a Fee Audit.

Results: In a letter of June 10, 2018, NDEP concluded the facility appeared to be in compliance with applicable Federal and State hazardous waste regulations, as well as specific conditions stipulated within the state-issued hazardous waste facility Permit NEVHW0025 (dated June 13, 2016, Revision 2) related to groundwater monitoring and the leachate collection station at Phase A of Trench 13. No response was required from USEN.

NDEP ANNUAL INSPECTION March 2018, CEI

Summary: the Nevada Division of Environmental Protection (NDEP) conducted a RCRA annual Compliance Evaluation Inspection (CEI) on March 20-22, 2018. The CEI included a review of the following:

- · Perimeter Road Overview and Groundwater Monitoring Wells
- DHWSA #3/CMU #17 (non-covered dry haz waste storage area)
- CMU #1 (PCB Building/Off-site RCRA Building)
- PCB Tanks T-4 thru T-7
- RCRA Staging Area-Closed LTTD Pad
- Soil Vapor Extraction System
- Stabilization Tanks T-1 (removed), T-2 and T-3
- WMU #5/CMU #7 (RCRA-TSCA Containment Area)
- CMU #16 Container Management Building)
- DHWSA #2 /CMU #6 (non-covered dry haz waste storage area)
- Stabilization Tanks T-18 and T-19 (Treatment Pans 4 and 5)
- Evaporation Tank T-11 (Truck Wash Pad)
- Vehicle Maintenance Building
- Laboratory
- Trench 11 (Leachate Sumps C4 and D4
- Trench 12
- Trench 13, Phase I
- Records Review

Results: In a Verbal Warning at the time of the CEI, NDEP identified the following findings:

- · Free liquid was present within the leak detection port of Treatment Pan 5.
- A 55 gallon drum of haz waste stored in WMU #5/CMU #17 had an illegible EPA Waste Code on the label.
- A fiber drum of haz waste stored in CMU#16 17 had an illegible EPA Waste Code on the label.
- Two 55 gallon drums of haz waste stored in DHWSA#2/CMU #6 had illegible haz waste labels where the accumulation start ate was not visible.
- A 55 gallon drum of haz waste stored in WMU #5/CMU #7 was not closed securely.
- A container of universal waste lamps stored in WMU #16 was not closed securely.
- A 55 gallon dented poly container was noted in WMU #5/CMU #7.

USEN responded to each finding with both immediate fixes and scheduled planned repairs, and documented the results.

In a May 1, 2018, letter, NDEP determined the response provided by USEN addressed the Findings, and no further response was required.

NDEP QUARTERLY INSPECTION November 2017, OAM

Summary: the Nevada Division of Environmental Protection (NDEP) conducted a volume fee audit on November 1 and 14, to verify the accuracy of waste receipt records and the associated fees. The NDEP representative also viewed the purging and groundwater sampling protocol at MW-313.

Results: In a Memorandum of November 27, 2017, NDEP concluded that no adjustments were warranted in the quarterly volume fee submitted by US Ecology for the 4th quarter of 2016. No deficiencies were noted in the groundwater purging and sampling protocol.

NDEP QUARTERLY INSPECTION May 2017, OAM

Summary: the Nevada Division of Environmental Protection (NDEP) conducted a RCRA quarterly Operations and Maintenance (OAM) inspection of the facility on May 9 and 10, 2017. The focus was on groundwater sampling protocols and the leachate and detection collection system of the new Trench 13.

Results: In a letter of June 12, 2017, NDEP concluded the facility appeared to be in compliance with applicable Federal and State hazardous waste regulations, as well as specific conditions stipulated within the state-issued hazardous waste facility Permit NEVHW0025 (dated June 13, 2016, Revision 2) related to groundwater and leachate monitoring.

NDEP ANNUAL INSPECTION February 2017, CEI

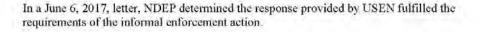
Summary: the Nevada Division of Environmental Protection (NDEP) conducted a RCRA annual Compliance Evaluation Inspection (CEI) on February 15-16, 2017. The CEI included a review of the following:

- Perimeter Road Overview and Groundwater Monitoring Wells
- Vehicle Maintenance Building
- Trench 13, Phase I
- DHWSA #3/CMU #17 (non-covered dry haz waste storage area)
- Trench 11 (Leachate Sumps C4 and D4
- Trench 12
- CMU #1 (PCB Building/Off-site RCRA Building)
- PCB Tanks T-4 thru T-7
- · Soil Vapor Extraction System
- · Closed LTTD Pad (former Thermal Pad)
- WMU #5/CMU #7 (RCRA-TSCA Containment Area)
- CMU #16 Container Management Building)
- . Stabilization Tanks T-18 and T-19 (Treatment Pans 4 and 5)
- DHWSA #2 /CMU #6 (non-covered dry haz waste storage area)
- Stabilization Tanks T-1 (removed), T-2 and T-3
- · Evaporation Tank T-11 (Truck Wash Pad)
- Laboratory
- Records Review

Results: In a Warning Letter/Informal Enforcement Action of April 18, 2017, NDEP identified the following alleged violations:

- One illegible label
- · One corroded drum with corrosive contents
- · One cardboard container-stained, compromised
- · Two unstable pallet stacks
- · Three bulging container
- · An under-sink stained pipe, lab
- A damaged protective sacrificial anode at treatment Pan 2
- Free liquid in the secondary containment inspection ports, Pans 2 and 5

USEN responded to each finding with both immediate fixes and scheduled planned repairs.



NDEP QUARTERLY INSPECTION December 2016, OAM

Summary: the Nevada Division of Environmental Protection (NDEP) conducted a RCRA quarterly Operations and Maintenance (OAM) inspection of the facility on December 6 and 7, 2016. The focus was on groundwater sampling protocols and the leachate and detection collection systems.

Results: In a letter of January 26, 2017, NDEP concluded the facility appeared to be in compliance with applicable Federal and State hazardous waste regulations, as well as specific conditions stipulated within the state-issued hazardous waste facility Permit NEVHW0025 (dated June 13, 2016, Revision 2) related to groundwater and leachate monitoring.

NDEP NON-FINANCIAL RECORD REVIEW March 2016

Summary: the Nevada Division of Environmental Protection (NDEP) conducted a nonfinancial record review to evaluate the US Ecology Nevada (USEN) facility's compliance with Biennial Reporting requirements. The review found:

 The BR certifications signed by USEN for the 2015 Biennial Hazardous Waste Report were not submitted by March 1, 2016-they were submitted on March 11, 2016.

A Warning Letter was issued, March 23, 2016, but no formal enforcement action was implemented.

Yuma YES

Regulatory Contacts:

Arizona Department of Environmental Quality 602-771-4881

Rural Metro Fire Department 928-783-8961



Letter of Authorization Operating Authority

Worldwide Recovery Systems, Inc., hereby authorize YES Management, Inc., to operate motor vehicles under our DOT number and associated licenses and permits.

US DOT Number:

1246609

MC Number:

523640

DOT PHMSA:

060320550478CE

EPA Transporter:

CAR000175422

DTSC Transporter:

4246

CHP Hazmat:

CA 234429

CA DMV MC:

0234429

Uniform Hazmat: WA Transportation: CC069404

UPM1246609NV

TX CEQ:

CN605877729

This authorization is to remain valid until further written notice from Worldwide Recovery Systems, Inc. is provided to YES Management, Inc.

Jorge Bruno Fleet Manager General Manager

State of Arizona

Department of State TRADE NAME CERTIFICATION



Yuma Environmental Services

I, Katie Hobbs, Arizona Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1480, Arizona Revised Statutes, on behalf of:

YES Management, Inc.

2730 E. 13th St. Yuma, AZ 85365



Registration Date: August 3, 2020

Expiration Date: August 3, 2025

Date First Used: October 1, 2014

Filing Number: 9170895

Application Date: August 3, 2020

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at the Capitol in Phoenix, on this day, September 14, 2020.

the

Katie Hobbs Secretary of State

Verification URL: go.azsos.gov/nkh2



1200 New Jersey Ave., S.E. Wasnington, DC 20590

SERVICE DATE February 11, 2019

CERTIFICATE MC-204918-C U.S. DOT No. 3205317 YES MANAGEMENT INC YUMA, AZ

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 386). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Alfry & Secret, Chief

Jeffrey L. Secrist, Chief Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMC



Douglas A. Ducey

ARIZONA DEPARTMENT ENVIRONMENTAL QUALITY



August 30, 2018 PRU 18-444

Mr. James Ward Yuma YES LLC 2730 E. 13th St. Yuma, AZ 85365

Self-Certification for Solid Waste Facility Registration Approval Yuma YES 2 Waste Transfer Facility 6500 S US Highway 95, Yuma, AZ 85365; Place ID# 180712

Dear Mr. Ward;

The Arizona Department of Environmental Quality (ADEQ), Solid Waste Unit, has received and reviewed your Registration Form for Solid Waste Facilities Requiring Self-Certification, dated August 22, 2018, prepared by JGP Consulting, PLC for the Yuma YES 2 Waste Transfer Facility. The registration application and supporting documents detail the facility operations and waste management methods, the types and volumes of waste handled, as well as, the design details for the control of dust, odors, disease vectors, leachate/stormwater, and fire prevention. Based on the review of the information, ADEQ approves the self-certification registration. The registration application and approval will be kept on file at ADEQ.

This Self-Certification Facility Registration is effective on the date of this letter and shall remain in effect provided that Yuma YES 2 Waste Transfer Facility operates in accordance with all the conditions provided in this letter and consistent with the above-mentioned amendment, and pays annual fees in accordance with A.A.C. R18-13-501(E).

Administrative, Operational and Other Conditions

This Self-Certification Facility Registration does not relieve Yuma YES 2 Waste Transfer Facility of its responsibility to comply with federal, state, county or local requirements and shall not be construed as permission to create a public health hazard, environmental nuisance or cause contamination to the environment pursuant to Arizona Revised Statutes § 49-141(A)(8).

Main Office 1110 W. Washington Street + Phoenix, AZ 35017 (602) 771-1300

Southern Regional Office 400 W. Cong Sheet + Suite 415 + Sussen, AZ 65701. (530) 626-6783

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- ADEQ reserves the right to issue administrative orders or to seek other logal remedies, as provided by law, if Yuma YES 2 Waste Transfer Facility creates a public health hazard or environmental nuisance or violates State laws or conditions of this registration.
- 3. ADEQ reserves the right to conduct inspections of the registered self-certification facility. Yuma YES 2 Waste Transfer Facility has the right to have its representative accompany the inspector on the inspection. During this inspection, ADEQ may take photographs, collect samples, make copies of records or conduct other recognized monitoring activities.
- Yuma YES 2 Waste Transfer Facility operation shall not be in violation of Arizona Revised Statutes (A.R.S.) § 49-762.07(F), which states that operation shall be in a manner that:
 - a. Controls wind dispersion and other surface dispersion of solid waste from the facility so that the solid waste does not create a public nuisance or pose an imminent and substantial endangerment to public health or the environment. Visible solid waste that is dispersed beyond the boundaries of the solid waste transfer facility shall be collected on a regular basis by the operator of the transfer facility;
 - b. Does not discharge hazardous substances as defined in A.R.S. § 49-281 to surface water, groundwater or subsurface soil in a manner that creates a public muisance or poses an imminent and substantial endangerment to public health or the environment;
 - c. Controls vector breeding and fire hazards; and
 - d. Utilizes reasonable measures to control public access.
- Yuma YES 2 Waste Transfer Facility shall manage household waste, with a hazardous waste exclusion as described in 40 CFR § 261.4 (b), and hazardous waste generated by the very small quantity generator, as defined in 40 CFR § 260.10, in such a manner that:
 - a. During management of the waste, no dilution, mixing, or other alteration of the waste will clumge the properties of the waste, such that the RCRA classification of the waste may change, in accordance with 40 CFR § 262.11 (a).
 - ti. The placement of bulk or non-containerized liquid hazardous waste or hazardous waste containing free liquids (whether or not sorbents have been added) generated by the very small quantity generator, in any landfill is prohibited, in accordance with 40 CFR § 262.14 (b).

Page 3 of 3
If you have any questions regarding this letter, please contact Lisa Kowalczyk of my staff at (602) 771-3976 or toll-free at (800) 234-5677 ext. 771-3976.
Sincerely
Robert Barnett Solid/Hazardous Waste Section Manger Waste Programs Division
cc; facility file

Clean Earth Specialty Waste Solutions. Inc.

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR (S) 2022-2025

Registrant: CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC

ATTN: Stacy Johnson 2850 100TH COURT NE BLAINE, MIN 55449

This certifies that the registrant is teg istered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is is sued under the authority of 49 U.S.C. 5108. It is unlawful to alter or fals iffy this document.

Reg. No: 051022550043EG Effective: July 1, 2022 Expires: June 30, 2025

HM Company ID: 78603

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration. (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorize dreptesentative or special agent of the U.S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement. must keep a copy of the current Certificate of Registration or another document bearing the registration romber identified as the "U.S. DOT Hawnat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration of document bearing the registration number must be made available, upon request, to enforcement personne l

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipe line and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, telephone (202) 366-4109.







Meredith Williams, Ph.D., Director 1001 "I" Street P.O. Box 806 Sacramento, California 95812-0806

Hazardous Waste Transporter Registration Certificate

Name and Address of Registered Transporter:

Clean Earth Specialty Waste Solutions Inc 7273 State Rd 76 Neenah, WI 54956

Transporter Registration Number: 5791

Expiration Date: April 30, 2023

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Authorized Signature

Name and Title of Authorized Representative: Mark Taylor, Staff Services Analyst

April 18, 2022

Signature Date

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

Printed on Recycled Paper

CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY	PATROL	257161	138884	18SUE DATE 4/1/2022	5/1/2022	4/30/2023
HAZARDOUS MATERIA TRANSPORTATION LIC		CA 383651	LOCATION 999	Dup/		Replacement Renewal
CHP 360H (REV. 1/00) OPI 062 LICENSEE NAME AND PHYSICAL STATION ADI	DRESS (if different these below)	PROPERTY The original valid licent and a legible copy must must be presented to a	st be carried in any vei	licunsee's place hicle or combinat	of business as indi	cated on the license
EIGENSCE NAME AND PHISIOAL STATION ADI	DVEGO (II miletelit man pelow)	be surrendered to the control of the licensed	CHP upon demand or	as required by la	w. A majority chang	ie in awnershie or
CLEAN EARTH SPECIALTY WASTE SOLU 2850 100th Court NE Blaine MN, US 55449	ITIONS INC	an application and app no longer valid must in PERIOD, For licensing	repriate fee to the CH imediately cease the i Information contact C	P. Persons whos activity requiring a CHP, Commercial	e licenses have ext s license. THERE II Vehicle Section at	oired or are otherwise SNO GRACE (918) 643-3400.
LICENSEE NAME AND	MAILING ADDRESS		e special routing/safe			
Attention: Lucy Daniels CLEAN EARTH SPECIALTY V 7273 STATE ROAD 76 NEENAH WI, US 54956	VASTE SOLUTIONS INC	(HMPH) Po 14.3, CVC.	Highway Route Cont	ard materials in t	bulk packages sub	ject to Division
		Any person who dump upon any highway shal The minimum line for fi	I Immediately notify th	e CHP or the age	ency having jurisdic	finn for that blobway

Alliance for Uniform Hazmat Transportation Procedures Uniform Program Credentials



CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC DBA: STERICYCLE SPECIALTY WASTE SOLUTIONS INC 7273 STATE HWY 76 NEENAH WI 54956

USDOT CENSUS #: 1348411

MC #: 518678

EPA TRANSPORTER ID #: MNS000110924

PHMSA #: 052919550076BD

TELEPHONE NUMBER TO CALL IN CASE OF ACCIDENT OR EMERGENCY: 800-924-6804

UNIFORM PROGRAM #: UPM1348411NV

CERTIFIED BY: DEBBIE WENZEL

REGISTRATION ISSUED: 01 APRIL 2022 REGISTRATION EXPIRATION: 31 MARCH 2023

ISSUING AGENCY: NEVADA HIGHWAY PATROL AGENCY TELEPHONE NUMBER: 775-684-4622





CALIFORNIA STATE TRANSPORTATION AGENCY

DEPARTMENT OF MOTOR VEHICLES Registration Operations Division MS H875 P.O. BOX 932370 Sacramento, CA. 94232-3700 (916) 657-8153

09/27/2022



CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC 2850 100TH COURT NE BLAINE, MN 55449

comment of wither structs A Public Service Agency	MC	TOR C	-EXPIRING ARRIER PE bined Carrier	RMIT	
DEPARTMENT OF MOTO Registration Operations Divis		Valid From:	11/16/2011	Valid Through:	Non-Expiring
P.O. BOX 932370 Sacrament		CA#:	0383651		
CLEAN EARTH SPECI SOLUTIONS IN 2850 100TH COURT N BLAINE, MN 55449	C	of 200	All the second second	a non-expir	
Pmt Date: 11/16/2011	Office #: 154	Not '	Valid for Intras	state Only	Operations
Account #: 609957	Tech ID: LW		LIFE		
Sequence #: 0004	Amt Paid: \$80.00				

!!!IMPORTANT REMINDERS!!!

- 1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
- Federal Motor Carrier Safety Administration insurance requirements mus
 If you commence intrastate only operations, you must renew your MCP. Federal Motor Carrier Safety Administration insurance requirements must be maintained.

California Relay Telephone Service for the Deaf or Hard of Hearing from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

MC 2200 M (REV. 01/2011)

A Public Service Agency

BUSINESS LICENSE

The issuing of a Business License is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other department of the City of Whittier or any other ordinance, law or regulation of the City of Whittier, State of California or any other BUSINESS DESCRIPTION: governmental agency.

13230 Penn Street • Whittier, CA 90602-1772 Phone: (562) 567-9880

TEMPORARY STAFFING

CITY OF WHITTIER

BUSINESS NAME: BUSINESS OWNER: IQ PERSONNAL INC

ANTHONEY SALAS IRENE QINTANA

BUSINESS LOCATION: 8039 PAINTER AVE #200

WHITTIER, CA 90602-2500

License Number: 73684 Expiration Date: 3/31/2023

IQ PERSONNAL INC 8039 PAINTER AVE #200 WHITTIER, CA 90602-2500

NOT TRANSFERABLE

TO BE POSTED IN A CONSPICUOUS PLACE

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/



APPENDIX C- SAMPLE INVOICE & REPORTS

On the following pages are a sample monthly invoice with the breakdown of waste streams per PHHWCF, as well as the associated manifests.



INVOICE #

72403673152

INVOICE DATE

01/11/2023

CUSTOMER

38632

TERMS NET 30

PLEASE REMIT TO

29338 Network Pl. Chicago, IL 60673-1293

p. (866) 303-7344

e. Inquiries_ESO@harsco.com

SITE ADDRESS:

MORRO BAY-CAYUCOS SANITARY DIS

160 ATASCADERO RD MORRO BAY, CA 93442

PO # 22L256

SAN LUIS OBISPO, CA 93401

870 OSOS STREET

SAN LUIS OBISPO IWMA

22L256 Morro Bay-0

Morro Bay-Cayucos Sanitary Dis

SLO/SEVERAL SITES FOR NOVEMBER 2022

Subtotal

\$40,508.35

INVOICE TOTAL

\$40,508.35

DIRECT INQUIRES TO: ESOL Customer Experience Inquiries_eso@harsco.com

Page # 1



2490 W. Pomona Blvd Pomona, CA 91768

INVOICE

Date

Job # #22L256

Invoice #

Job Name San Luis Obispo IWWA

Job Site Cold Canyon, Paso Robles, Chicago Grade, Morro Bay, Nipomo, Heritage Ranch

Purchase Order

Event Dates **Nov-22** EPA ID # **Various**

City Contact Peter Cron
Phone # 805-782-8530

Address 870 Osos Street San Luis Obispo CA, 93401

In Accordance with the provisions of the above refernced agreement, please remit payment in the amount of

\$ 40,508.35

Said amount has been computed and/or provided in accordance with the rate schedules in Appendix 1 and as stated in the above-referenced agreement and as detailed below.

Schedule I. Hazardous Waste Management

Total per Schedule I \$ 30,166.35

Schedule II. Operations

Total per Schedule II \$ 10,342.00

Date	Туре	Size/ Unit	Manifest and Lin	ne #	Waste Management Method		Cost per ainer or unit	# of HHW Containers or Units	A	mount Due
		-	Morrow Bay	_						
11/22/2022	Paint Related Material	CYB/CF	015919199FLE	1	Fuel	\$	705.00	4	\$	2,820.00
11/22/2022	Aerosols Flammable	CYB/CF	015919198FLE	1	Inc	\$	740.00	1	\$	740.00
11/22/2022	Toxic Liquids	55DM	015919197FLE	1	Inc	\$	437.00	2	\$	874.00
11/22/2022	Toxic Solids	CYB/CF	015919197FLE	2	Inc	\$	780.00	1	\$	780.00
11/22/2022	Acid	55DF	015919197FLE	3	Treat	\$	397.00	1	\$	397.00
		_	Nipomo	_						
11/18/2022	Paint Related Material	CYB/CF	015919139FLE	1	Fuel	\$	705.00	2	\$	1,410.00
11/18/2022	Toxic Liquids	55DM	015919137FLE	1	Inc	\$	437.00	1	\$	437.00
11/18/2022	Oil Filters	55DM	015919137FLE	4	Treat	\$	170.00	1	\$	170.00
11/18/2022	Large Propane	CYL	618952-22	3	Rec	\$	5.00	8	\$	40.00
		-	Cold Canyon	_						
11/17/2022	Aerosols Flammable	CYB/CF	000420257DAT	1	Inc	\$	740.00	1	\$	740.00
11/17/2022	Paint Related Material	CYB/CF	015919136FLE	1	Fuel	\$	705.00	6	\$	4,230.00
11/17/2022	Flammable Liquids	55DM	015919136FLE	3	Fuel	\$	320.00	1	\$	320.00
11/17/2022	Toxic Liquids	55DM	015919135FLE	1	Inc	\$	437.00	3	\$	1,311.00
11/17/2022	Base	55DF	015919135FLE	3	Treat	\$	397.00	2	\$	794.00
11/17/2022	Acid	55DF	015919135FLE	4	Treat	\$	397.00	1	\$	397.00
11/17/2022	Oil Filters	55DM	015919137FLE	5	Treat	\$	170.00	1	\$	170.00
11/17/2022	Antifreeze	55DM	015919137FLE	6	Treat	\$	170.00	1	\$	170.00
11/17/2022	Small Propane	CYL	618911-22	3	Rec	\$	3.50	270	\$	945.00
11/1/2022	8' Fluorescent Lights	4/CY & 1/CF	589978-22	1,7	Rec	\$	0.75	842	\$	631.50
11/1/2022	4' Fluorescent Lights	5/CF,1/CW,1/CY	589978-22	2,4,5	Rec	\$	0.75	1947	\$	1,460.25
11/1/2022	Compact Fluoresecent Lights	2/CF & 6/CF	589978-22	3,6	Rec	\$	1.90	1404	\$	2,667.60
	Medical Sharps	37gal		1	Inc	\$	42.00		\$	-
		-	Chicago Grade	_						
11/22/2022	Paint Related Material	CYB/CF	015919192FLE	1	Fuel	\$	705.00	4	\$	2,820.00
11/22/2022	Toxic Liquids	55DM	015919193FLE	1	Inc	\$	437.00	2	\$	874.00
11/22/2022	Toxic Solids	CYB/CF	015919193FLE	2	Inc	\$	780.00	1	\$	780.00
11/22/2022	Base	55DF	015919193FLE	3	Treat	\$	397.00	1	\$	397.00
11/22/2022	Acid	55DF	015919193FLE	4	Treat	\$	397.00	1	\$	397.00
		-	Paso Robles	_						
11/22/2022	Aerosols Flammable	CYB/CF	015919196FLE	1	Inc	\$	740.00	1	\$	740.00
11/22/2022	Paint Related Material	CYB/CF	015919194FLE	1	Fuel	\$	705.00	2	\$	1,410.00
11/22/2022	Toxic Liquids	55DM	015919195FLE	1	Inc	\$	437.00	1	\$	437.00
11/22/2022	Base	55DF	015919195FLE 015919195FLE	3	Treat	\$ \$	397.00	1	\$ \$	397.00
11/22/2022	Large Propane	CYL	627396-22	2	Rec	\$	5.00	12	\$	60.00
1 1/ 44/ 4U44	Large Hopane	CIL	021370-22	<u> </u>	RCC	Ψ	5.00	14	Ψ	00.00

CYL 11/22/2022 Small Propane 627396-22 3 Rec 3.50 100 \$ 350.00 **Supply** Date 30,166.35 **Subtotal - Supplies** Type / Destination Quantity Cost Amount Due 38.00 Total - Sched Metal Drums \$

1. Received HHV	V from Public				#22L2	256
Site:	Date:	Qty.	Staff:	Rate:		Total:
Cold Canyon						
	Fridays	3	2	\$376.00	\$	1,128.00
Chicago Crado	Saturdays	3	2	\$376.00	\$	1,128.00
Chicago Grade	Saturdays	3	1	\$211.00	\$	633.00
	,			,	·	
Paso Robles	- ~ .		4	4211 00	Φ.	-22 00
	Saturdays	3	1	\$211.00	\$	633.00
Morro Bay						
	Saturdays	3	1	\$376.00	\$	1,128.00
E-waste	Saturdays	3	2	\$38.00 hr	\$	228.00
<u>Nipomo</u>						
<u> </u>	Saturdays	3	1	\$376.00	\$	1,128.00
E-waste	Saturdays	3	2	\$38.00 hr	\$	228.00
Haritana Danah						
Heritage Ranch	Fridays	3	1	\$211.00	\$	633.00
	Titays	3	1	Ψ211.00	Ψ	033.00
SUB - TOTAL					\$	6,867.00
A.D CEGO	C/D . W					
2. Receive CESQ	G/Business Waste					
Site:	Date:	Qty.		Rate:		Total:
Cold Canyon						
	Wednesdays	5		\$35.00	\$	175.00
Chicago Grade	Fridays	3		\$35.00	\$	105.00
	Titalys	3		Ψ33.00	Ψ	105.00
Paso Robles	_					
	Fridays	3		\$35.00	\$	105.00
Morro Bay						
Morro Buy	- Thursday	3		\$35.00	\$	105.00
	·					
<u>Nipomo</u>		2		¢25.00	d)	105.00
	Thursday	3		\$35.00	\$	105.00
SUB - TOTAL					\$	595.00
2 Dotoil Toko De	adr Duaguam					
3. Retail Take Ba	ack i rogram					
Site:	Date:	Qty.		Rate:		Total:
Datoil Callague	Dielz Unge					
Retail Collection Mo	onth of Nov					
	-ups Charged	48		\$60.00	\$	2,880.00
No Charge (suppl	ies delivery/no pick up)			N/A	\$	-
SUB - TOTAL					\$	2,880.00

TOTAL \$ 10,342.00

	Waste Management Method		Rec	Incin		Incin		Incin	Rec		Incin	Rec
	#		1	1		1		1	_		1	1
#22L256PC	Manifest and Line##		627409-22	015919191FLE		015919134FLE		015919133FLE	598827-22		015919189FLE	627328-22
	Size/ Unit		_ CF/2	CF/2	ı	CF/2		CF/1	CM/1		_ CF/4	CF/2
ıs Waste Management	Type	Morro Bay	Latex Paint-Loosepack	Oil Base Paint-Loosepack	Nipomo	Oil Base Paint-Loosepack	Cold Canyon	Oil Base Paint-Loosepack	Latex Paint-Loosepack	Chicago Grade	Oil Base Paint-Loosepack	Latex Paint-Loosepack
Schedule I. Hazardous Waste Management	Date		11/22/2022	11/22/2022	•	11/18/2022		11/17/2022	11/4/2022		11/22/2022	11/22/2022

A	SHIPPING	1. Generator ID Number		2. Page 1 of	3. Emergency Respons		4. Shipmen			
	DOCUMENT	CAHILLO	00544	2		577-26			0170-7	2
Ш	5. Generator's Name and Mail				Generator's Site Addres		han mailing addre	ess)		
	SAM LUIS OBISPO 870 OSOS STREET				COLD CANYON LI 2112 CARPENTE	CONTON				
П	Generalor 3 Friorie.	AR LUIS ONISPO CO 9340	[1885]	549-9332	SAM LUIS OBIS	PO CA 934				
	6. Transporter 1 Company Na CATRANS	me					U.S. EPA ID I		PR 176 No.	
П	7812 7 1 1750 10 770							00216	1770	
П	7. Transporter 2 Company Na	H SPECIALTY WAST	G-GANNER COMMISSION	The company of the first control of the control of			U.S. EPA ID I		(Galleria)	
			L MALOTICOPO			(C) (C) Park Co. page 100.	- MHS3		1924	11
	8. Designated Facility Name a LIGHTING RESOUR RUS E. Francis	CES LLC St.					U.S. EPA ID I	Number		
П	Facility's Phone:	0, CA 41761 (909) 923-7	7252				CAR	00015	6125	
	9a. HM 9b. U.S. DOT Description	n (including Proper Shipping Name, Haza	ard Class, ID Number, and Pa	acking Group (if	any)) 10. Cont	ainers Type	11. Total Quantity	12. Unit Wt./Vol.		
L.	1. 8 SPERI	FLUORESCENT LIGHTS TURY	YERSOL WOSTED			.,,,,				
GENERATOR					\$4	CY	600	р		
- GEN	2. 4 517.71	FLUORESCENT LIGHTS TUNI	YERSON, WRISTED		5	œ. CF	1500	Р		
	3. UNIVERSAL	ONESTE: LHOPS (CEL)			2	CF	600	Р		
	4 SPEN	TFLVORESLENT LIGH	HTS (Universal	waste)	1	CW	350	P		
	14. GENERATOR'S CERTIFICA	TION: I hereby declare that the contents	s of this consignment are fully	and accurately o	described above by the proj	per shipping na	me, and are classif	ied, package	d, marked and labeled/p	lacarded, and
Ш		condition for transport according to applie								
¥	Generator's/Offeror's Printed/	Bayba Fou	SLO	Sig	nalure				Month D	ay Year
INT'L	15. International Shipments	Import to U.S.		Export from U	J.S. Port of e	ntry/exit:			3	
E	Transporter Signature (for exp				Date lea	ving U.S.:				
EH	16. Transporter Acknowledgm			***************************************	A				5	
TRANSPORTER	Transporter 1 Printed/Typed N	UNI MO	Wira	Sig	nature		and the second second	1	Month D	ay Year
TRAN	Transporter 2 Printed/Typed N	lame		Sig	nature			,	Month D	ay Year
A	17. Discrepancy									
	17a. Discrepancy Indication S	Quantity	Туре		Residue		Partial Rej	ection	Full F	Rejection
1	ATL ABOVE TO THE STATE OF				Shipment Tracking I	Number:				
FACILITY	17b. Alternate Facility (or Gen	erator)					U.S. EPA ID	Number		
등										
	Facility's Phone:		- 16							
ATEC	17c. Signature of Alternate Fa	cility (or Generator)		1					Month D	ay Year
DESIGNATED								ì		
- DE					0					
		or Operator: Certification of receipt of	of materials covered by the			em 17a				
+	Printed/Typed Name	o Custinan		Sig	nature # B Pu	nan			Month D	ay Year

1		SHIPPING DOCUMENT	19. Generator ID Number		20. Page 2	21.Shipm	ent Tracking Num	ber		
	22. G	(Continuation Sheet) Generator's Name	COHID	0/10544	101 12	5	29078-22		× -	
	SB	N LUIS DEISPO INMA								
	100	B DSAG STREET SAN LUIS DRIS	PO CS 93431 199	5)5(0-9332		-	U.S. EPA ID	Number		
	23. T	ransporter Company Name	Land for professor		1.19			400	000046740	
	24. Ti	ransporter Company Name			4		U.S. EPA ID	Number		
	25a. HM	25b. U.S. DOT Description (including Proper S and Packing Group (if any))	hipping Name, Hazard Class, ID	Number,	26. Conta	Type	27. Total Quantity	28. Unit Wt./Vol.	29. Additional In	formation
		SPENIT FLUORESC	ENT LIGHTS (UNI	versal waste)	1	CY	200	P		
		E UNIVERSAL WAST	E-LAMPS (CF	L)	6	CF	306	P		
		8' SPENT FLUORES	CENT LIGHTS (universal waste)	1	CF	65	P	90 g	
		9					, ,		d	
		9							* -9	
		10				,		•		ii.
		1)			,					
		12								
		13								
Contract to the second second		14								
Control of the last of the las	30. Sp	pecial Handling Instructions and Additional Infor	nation (5) 1 x 4FF (ylinder (6)	6×556	CF (7) 1x 39	tbox		
110000000		ansporter Acknowledgment of Receipt of	f Materials	Cimatur						
	rillec	arryped (value		Signature	_				Month D	ay Year
	-	ansporter Acknowledgment of Receipt of d/Typed Name	f Materials	Cional					11	
	THINEC	w Typeu Haine		Signature					Month D	ay Year
	33. Dis	screpancy								
-										
	>	# / wran	tran (150 C	cr. 10	Silm	11/2	2	2	
1		The second							UTIE	



CERTIFICATE OF RECYCLING

Lighting Resources LLC certifies that the materials listed below have been received for recycling at the request of:

CLEAN EARTH ENVIRONMENTAL SOLUTIONS OVERVIEW: CLEAN EARTH ENVIRONMENTAL SOLUTIONS - WEST

The materials listed below have been received for recycling from:

COLD CANYON LANDFILL

2112 CARPENTER CANYON RD SAN LUIS OBISPO, CA, 93401

Invoice #: 50-24298 Bill of Lading #: 50-24345 Return #: 50-23569 Hazardous Waste Manifest #:

		Recycle Info	ormation		
Item	Description	Qty	UoM	LR Additional Item Info	Return Receipt Date
82 8FT FLUORESCENT LAMPS-LBS	8FT FLUORESCENT LAMPS - LBS	842	Р		11/2/2022
42 4FT FLUORESCENT LAMPS - LBS	4FT FLUORESCENT LAMPS - LBS	1,947	Р		11/2/2022
CFL2 COMPACT LAMPS - LBS	COMPACT LAMPS - LBS	818	Р		11/2/2022
LMIX2 MIXED LAMPS - LBS	MIXED LAMPS - LBS	586	Р	_	11/2/2022

Processing Facility City: ONTARIO Processing Facility State: California Processing Facility Name: 50 ONTARIO CA

Mercury Containing Lamps and or Crushed Mercury Containing Lamps are de-manufactured and processed in accordance with all local, state and federal regulations at a Lighting Resources, LLC facility.

Title transfers to Lighting Resources, LLC upon acceptance of the material. All materials are transported by a licensed, registered universal/hazardous waste hauler. Thank you for safeguarding important natural resources while contributing to the preservation of our environment.

RI Provider: Clean Earth Form Approved OMB No. 2050-0039 Please print or type 4. Manifest Tracking Number 3. Emergency Response Phone 2 Page 1 of UNIFORM HAZARDOUS 00042025 DAT WASTE MANIFEST Generator's Site Address (if different than mailing address) 5. Generator's Name and Mailing Address SAN LUIS ONISPO INTO COLD CARYON LANDETLL 2112 CARPENTER CAMYON ROAD 870 0505 STREET (805)549-8332 SAM LUIS ONISPO CA 93401 SAM LUIS DEISPO CO 83401 Generator's Phone: U.S. EPA ID Number 6. Transporter 1 Company Name CARO00216770 CATRANS U.S. FPA ID Number 7 Transporter 2 Company Name CLEAN EARTH SPECIALTY WASTE SOLUTIONS MNS000110924 U.S. EPAID Number 8. Designated Facility Name and Site Address WHO CHEM LLC 425 Isls Ave. Facility's Phone: INGLEWOOD, CR 18361 (323) 776-5233 CAD008364432 9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, 10. Containers 11. Total 12. Unit 13. Waste Codes and Packing Group (if any)) Wt/Vol Quantity No Туре HM UNITER HEROSOLS, FLARMANLE 2.1 512 GENERATOR CF 14. Special Handling Instructions and Additional Information (1) SLODDOZ40F-04 - ERG(126) MEROSOLS, PAINTS, PERLL WASTE IS EXEMPT HOUSEHOLD HAZARDOUS WASTE PER 40 CFR 261.46. SITE ADDRESS:SLO/SEVERAL SITES FOR MOVEMBER 2022 15 GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true Month Day Year INT 16. International Shipments Port of entry/exit Import to U.S. Export from U.S. Transporter signature (for exports only): Date leaving U.S. 17. Transporter Acknowledgment of Receipt of Materials orter 1 Printed/Typed Signature Month Year Vin 21 Signature Year 2 18. Discrepancy 18a. Discrepancy Indication Space Quantity Type Residue Full Rejection Partial Rejection Manifest Reference Number 18b. Alternate Facility (or Generator) U.S. EPA ID Number Facility's Phone DESIGNATED 18c. Signature of Alternate Facility (or Generator) Month Day Year 19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

actity Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

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DESIGNALED FACILITY								
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22L256 Form Approved. OMB No. 2050-0039

Please print or type. 2 Page 1 of 4. Manifest Tracking Number UNIFORM HAZARDOUS 0159191 (877) 577-WASTE MANIFEST 2569 CAH111000544 Generator's Site Address (if different than mailing address) 5. Generator's Name and Mailing Address COLD CANYON LANDFILL SAN LUIS ODISPO IVMA 2112 CARPENTER CAMYON ROAD 878 OSOS STREET (885)549-8332 SAN LUIS ONISPO CA 93401 Generator's Phone: SAN LUIS ODISPO CA 93481 IS FPAID Number Transporter 1 Company Name CAR000216770 CATRANS Transporter 2 Company Name CLEAN FARTH SPECIALTY WASTE SOLUTIONS MNS000110924 8. Designated Facility Name and Site Address U.S. EPA ID Number RHO CHEM LLC 475 Tsis Rve. Facility's Phone: TMGI FVOOD, CA 30301 (323) 776-5233 CADDOR364432 9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, 10 Containers 11. Total 12. Unit 13. Waste Codes and Packing Group (if any)) Quantity Wt./Vol Туре HM No UN2903 PESTICIDES, LIQUID, TOXIC, FLANMADLE, N.O.S. (DIAZINON. 612 GENERATOR 3 750 PETROLUEM DISTILLATES) 6.1 (3) PGII DM P 517 UNDARY TOXIC SOLIDS, ORGANIC, N.O.S. (CHLORPYRIFOS, DIAZINON) 6.1 PGIL -CF UN1719 CAUSTIC ALKALI LIQUIDS, N.O.S. (SODIUM HYPOCHLORITE, 517 400 DF POTASSIUM HYBROXIDE) R PGII X UNITED CORROSIVE LIQUIDS, N.O.S. (PHOSPHORIC ACID, HYDROCHLORIC 612 1 200 ACID) B PGII DE 14. Special Handling Instructions and Additional Information (1) SLOBBOBIOL-86 - ERG(131) LOOSE PACK- PESTICID (2) SLOBBOBIOS-86 - ERG(154) PESTICIDES, SOLIDS R (3) SLOBBOBE-13 -ERG(154) LOGSEPACK- DASES, TR (4) SLOBBOBSO-11 - ERG(154) LADPACK- ACID, TREATALL WASTE IS EXEMPT HOUSEHOLD HAZARDOUS MOSTE PER 48 CER 261.46. STTE ADDRESS:SLO/SEVERAL STTES FOR MOVEMBER 2022 GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262:27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true Generator's/Offeror's Printed/Typed Name FOR SLO -VICA 16. International Shipments Import to U.S. Port of entry/exit: Export from U.S. Transporter signature (for exports only): Date leaving U.S 17. Transporter Acknowledgment of Receipt of Materials TRANSPORTER Transporter 1 Printed/Typed Name Month VIVC 11 22 Signature 18. Discrenancy 18a. Discrepancy Indication Space Residue Quantity Type Partial Rejection Full Rejection Manifest Reference Number DESIGNATED FACILITY 18b. Alternate Facility (or Generator) U.S. EPA ID Number Facility's Phone: 18c. Signature of Alternate Facility (or Generator) Month Day Year 19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a 'age orm 8700-22 (Rev. 12-17) Previous editions are obsolet

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Form Approved. OMB No. 2050-0039

22. Page 2 23. Manifest Tracking Number 21. Generator ID Number UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet) CAH111000544 OF 015919135FLF 24. Generator's Name SAN LUIS OBISPO IWMA 878 OSOS STREET . SAN LUIS OBISPO CA 93401 (805)549-8332 U.S. EPA ID Number 25. Transporter 3 Company Name (ARAN) CAROCOZULIZZ 26. Transporter Company Name 28 Containers 27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, 29. Total 30. Unit 27a 31. Waste Codes and Packing Group (if any)) HM Wt./Vol. No. Туре Quantity 5 NON-RCRA HAZARDOUS WASTE, SOLID (OIL FILTERS) 512 280 P DM 6 MON-RCRA HAZARDOUS WASTE, LIQUID (ANTIFREEZE) 612 400 P DM 7 GENERATOR 8 9 10 11 12 13 14 32. Special Handling Instructions and Additional Information (5) SLODO0195NP-04 - USED OIL FILTERS (6) SLODO0110-12 - ANTIFREEZE, RECYCLE 33. Transporter 3 Acknowledgment of Receipt of Materials TRANSPORTER Printed/Typed Name Signature Day Year Solorand 30 22 11 34. Transporter Acknowledgment of Receipt of Materials Printed/Typed Name Month Day Year 35 Discrepancy DESIGNATED FACILITY hazardous waste treatment, disposal, and recycling systems) Page | 238
DESIGNATED FACILITY TO EPA'S 8-MANIFEST SYSTEM EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete.

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Facility's Phone: RENTON, AR 72015 (501) 778-9885 9a 9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number,	10. Cont.	ainers	11. Total	12. Unit		3. Waste Code	
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Form Approved. OMB No. 2050-0039 Please print or type. UNIFORM HAZARDOUS WASTE MANIFEST 21. Generator ID Number 23. Manifest Tracking Number 22. Page 7 015919136FLE (Continuation Sheet) CAH111000544 24. Generator's Name SAN LUIS OBISPO IVMA 870 OSOS STREET SON LUIS OBISPO CO 93481 (885)549-8332 U.S. EPA ID Number 25. Transporter _______ Company Name U.S. EPA ID Number POCKETLINE CAPPIER SERVICES. Company Name 26. Transporter _ 28. Containers 30. Unit 29. Total 27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, 31. Waste Codes Quantity Wt./Vol. Type No. and Packing Group (if any)) HM 5 6 7 GENERATOR 8 9 10 11 12 13 14 32. Special Handling Instructions and Additional Information Acknowledgment of Receipt of Materials 33. Transporter Ned and fa Printed/Typed N MMs, CLA Acknowledgment of Receipt of Materials 34. Transporter Month Day Signature Printed/Typed Name 35. Discrepancy 36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) DESIGNATED FACILITY TO EPA'S e-MANIFEST SYSTEM EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete.

SHIPPING DOCUMENT 5. Generator's Name and Mai	1. Generator ID Number CAH1111	000544	2	(877) Generator's Site Addre	577-26			1-22
SAN LUIS ONISPO 870 OSOS STREET	IWNA NK LUIS ODISPO CA 9341	01 (865		COLD CANYON LE 2112 CARPENTEI SAN LUIS OBISE	CANYON		Number	
CATRANS						U.S. EPA ID	102157 Number	70
7. Transporter 2 Company Na	ME I SPECTALTY WAS	TE SOLUTIONS	i			MNSO	101109	24
3. Designated Facility Name at 21ST CENTURY EN 2895 Newlands D	ind Site Address VIRONMENTAL MANGGEMENT TIVE East	T OF NEV ADA, LLC				U.S. EPA ID	Number 380895	338
9a. Oh II S DOT Description	r, NV B9408 (775) 575		d Packing Group (if an	10. Cor		11. Total	12. Unit Wt./Vol.	
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6. Transporter Company	trivers Log	stics,	Ine			U.S. EPA ID U.S. EPA ID		294	52	0
Designated Facility Nam	e and Site Address					U.S. EPA ID	Number			
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UM .	ption (including Proper Shipping Name, Haz	ard Class, ID Number, and F	Packing Group (if any))	No.	Type	11. Total Quantity	12. Unit Wt./Vol.			
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Form Approved, OMB No. 2050-0039

1 100	ise print or type.	Generator ID Number	0.0 / / 0.5	2	5	I Manifest			. OIND NO. 2000-004
1	UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number CAH111001469	2. Page 1 of 3. Emer	(877)	577-26		.591	1913	7 FLE
	5. Generator's Name and Mailir		Generato	or's Site Address	s (if different t	han mailing addre	ss)		
	San Luis Obispo 870 Osos St		509	ec Communi Southland	St	ces Dist			
	Generator's Phone: 50 6. Transporter 1 Company Nam	N LUIS ODISPO CA 83481 (805)7	82-8538 NIPO	MO CA 9344	4	U.S. EPA ID I	Number		
	CATRANS					LCARO	00216	770	
	7. Transporter 2 Company Nam					U.S. EPA ID I			
	CLEAN FARTH 8. Designated Facility Name an	SPECTALTY WASTE SOLUTIONS d Site Address				U.S. EPA ID I	OOIIO Number	924	
	RHO CHEM LLC 425 Isis Ave.								
		DD. CA 98381 (323) 776-6233				CAD	00836	4432	
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ENE	2. UM2811 TOXIC	SOLIDS, ORGANIC, H.O.S. (CHLORPYRIFOS	, BIAZINON) 6.	I				612	Albert Stores
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	14. Special Handling Instruction	a and Additional Information							
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1	18. Discrepancy	111000			111	7			
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			Ma	nifest Reference	Number				
E	18b. Alternate Facility (or Genera	stor)	IVIG	THICST PROTOTORIO	TVUITIDET.	U.S. EPA ID N	lumber		
FACILITY									
DF	Facility's Phone: 18c. Signature of Alternate Facilit	ly (or Generator)							
DESIGNATED	out off the off the off the off	y (or obticitator)						Mo	nth Day Year
SIG	19. Hazardous Waste Report Ma	nagement Method Codes (i.e., codes for hazardous waste treatn	ment, disposal, and recy	rcling systems)					
ıL	H14	11 2.	3.			4.	L	4141	1
	20. Designated Facility Owner or	Operator: Certification of receipt of hazardous materials covered	by the manifest except	t as noted in Item	n 18a	41	E		
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-1 A F	omi 0/00-22 (Nev. 12-1/) 1	Previous editions are obsolete.	age 243	DES	IGNATE	FACILITY	TO EPA	's e-MAN	HEEST SYSTEM

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1	UNI	Continuation Sheet) 21. Generator ID Number TEN CAHILION 469	22 Page 2 0 f 2	23. Manifest Tracking		17 FLE	-
	24.0	ienerator's Name			-		
		SAN WIS BISPO					
	25	ransporter Company Name CATRANS		U.S. EPA	ID Number	000216770	
	00.3			U.S. EPA	ID Number	12 (J.	
	26.	ransporter Company Name	1				
	27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containe No.	Type 29. Total Quantity		31. Waste Cod	es
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	OIII (7700-22A (Rev. 12-17) Previous editions are obsolete. Page 244	SIGNATED	FACILITY TO E	PA's e-MA	NIFEST SYST	EW

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	Generator ID Number		100	- /			-			0.721.07
UNIFORM HAZARDOUS WASTE MANIFEST	САН111	1001469	2	Emergency Respons	577-2	4. Manifest	.591	1913	39 1	=[
5. Generator's Name and Maili San Luis Obispo 870 Osos St Generator's Phone: SA 6. Transporter 1 Company Nam	IVMA M LUIS ONISPO CA 924	(81 (88	, 5	ipono Communi 1900 Communi 19 Southland 19040 CA 934	s (if different it y Serv St	than mailing addre	ss)			
CATRANS 7. Transporter 2 Company Nam							00216	770		
Designated Facility Name an		TE SOLUTIONS	5		-		00110	924		
RINECO CHEMICAL 1887 Vulcan Road Facility's Phone: NEWTON	INDUSTRIES, IN AR 72815 (581) 778-	*804				Loppy	98105	7070		
9a. 9b. U.S. DOT Description HM and Packing Group (if a	on (including Proper Shipping Na	me, Hazard Class, ID Numb	per,	10. Conta No.	iners Type	11. Total Quantity	12. Unit Wt./Vol.	7.5	Waste Code	s
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(1) 168428.3-03 ADDRESS:SLO/SEVE	and Additional Information Ref (128) LOOSEPA RAL SITES FOR MOVEN R'S CERTIFICATION: I hereby descriptions.	lectare that the contents of t	this consignment are ful	ly and accurately de	ectihad ahaw	by the proper shi		2450 4	· · · · ·	sed.
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UNIFORM HAZARDOUS WASTE MANIFEST 21 (Continuation Sheet)			3. Manifest Tracking N	lumber	Approved. OMB No. 20
24. Generator's Name	CAH111001469	of 2	01591913	9FLE	
San Luis Obispo IWMA					
070 Osos St , SAN LUIS ODISPO CA 93	481 (805)782-8538				
25. Transporter 03 Company Name	TLINE CARRIER SERVICES		U.S. EPA II		Sanata Market San
	ILTHE CHRKTER DEKATOES		U.S. EPA ID		00025072
6. Transporter Company Name		4	U.S. EPAIL	Number	
7a. 27b. U.S. DOT Description (including Proper Shipping	Name, Hazard Class, ID Number,	28. Containers	29. Total	30. Unit	- W. S. S. S. S. S.
M and Packing Group (if any)) 5		No. Ty	ype Quantity	WL/Vol.	31. Waste Codes
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Special Handling Instructions and Additional Information					
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Transporter Acknowledgment of Receipt of Maleria	aks .				
NOKIFOLA N	Police Signate	ure // /			Month Day
Transporter Acknowledgment of Receipt of Materia	is a large	Weller	ellle		11/129/2
ted/Typed Name	Signatu				Month Day Y
Discrepancy					Month Day Y
Hazardous Whele Donnet Manager					
Hazardous Waste Report Management Method Codes (i.e.,	codes for hazardous waste treatment, disposal, and	d recycling systems)			
				1	

SHIPPING DOCUMENT . Generator's Name and Ma	1. Generator ID Number CAH1110 ling Address	hal	7	Emergency Respons (877) nerator's Site Addre	577-26	50 6		mber 57 - 22
San Luis Obispo 870 Osos St	IWAA	(885)782-8	51	pomo Communi 9 Southland 1 POMO CA 93 4	St	u.s. EPAID	Number	
						CORDI	1021.67	70
. Transporter 2 Company Na						U.S. EPA ID	Number	
21ST CENTURY EN 2095 Newlands D		OF NEVADA, LLC				U.S. EPRIO	101109; Number	24
	Y, NY 89488 (775) 575	2760	_	10 Cor	ntainers	11. Total	380095: 12. Unit	338
9b. U.S. DOT Description	n (including Proper Shipping Name, Ha	zard Class, ID Number, and Packing C	Group (if any)	No.	Туре	Quantity	Wt./Vol.	
1. UN1844 FIR	E EXTINGUISHERS 2.2				CF		4	
2. JH1970 PRO	PANE 2.1				-CF		-p-	
3. (M3 674 PPO	PANE 2-1			(CW	720	F	
are in all respects in prope	ATION: I hereby declare that the conter condition for transport according to app	olicable International and national gove	curately desc rnmental regu Signat	lations.	roper shipping n	ame, and are classi	fied, packaged,	marked and labeled/placarded
ransporter Signature (for ex	Import to U.S.	□ Ехро	ort from U.S.		f entry/exit: eaving U.S.:			
ransporter 1 Printed/Typed	Name		Signat	X	AK			Month Day Month Day Month Day
7. Discrepancy	Thitren	P			Y+			11 21
7a. Discrepancy Indication	L_J Quantity	Туре		Residue Shipment Tracking	g Number:	Partial Re		Full Rejection
7b. Alternate Facility (or Ge	nerator)					U.S. EPA ID	Number	
acility's Phone						_1		
facility's Phone: 7c. Signature of Alternate F	acility (or Generator)	7,65	1					Month Day
7c. Signature of Alternate F	acility (or Generator)	t of materials covered by the shippi	na documen	t except as noted in	1 Item 17a			Month Day

DESIGNATED FACILITY TO GENERATOR

Trans	sporter Company Nam	0.0					Site Addres		U.S. EPA ID	Number			-
	sporter 2 Company Nam	ntainers	Legist	125	I.	N	-		U.S. EPA ID	2000	294	152	9
Desi	ignated Facility Name an								U.S. EPA ID	Number			
cility	r's Phone:								Î				
a. M	9b. U.S. DOT Description	(including Proper Shipping	Name, Hazard Class, I	D Number, an	nd Packing Group (it	if any))	10. Cont	tainers Type	11. Total Quantity	12. Unit Wt./Vol.			
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	2.												
	3.												_
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22L.255 Form Approved. OMB No. 2050-0039

WASTE MANIFEST	Generator ID Number CAH1110005	4.7		(877)	Mark transfer of	- 111	591	919	32	FLE
5. Generator's Name and Mailing SAN LUIS ODISPO IV	Address		G	Generator's Site Address CHICAGO GRADE	s (if different II LANDFILL	an mailing address	5)			
870 OSOS STREET Senerator's Phone: SAN	LUIS ODISPO CA 93481	(885)782		2298 HOMESTEAD TEMPLETON CA 9						
5. Transporter 1 Company Name	2000 02000			M. D. W. T.		U.S. EPAID N		783		
CATRANS						U.S. EPAID N		770	_	_
, Transporter 2 Company Name	ODEATALTY HACTE C	OF UTTONS				I MNSOC		924		
Designated Facility Name and	SPECIALTY WASTE S Site Address	OLUTIONS				U.S. EPA ID N		JET		
RINECO CHENICAL IN 1007 Vulcan Road Facility's Phone: BENTON, A	DUSTRIES, IN R 72015 (501) 778-9009					ARDS	8105	7870		
9a. 9b. U.S. DOT Description	(including Proper Shipping Name, Haz	ard Class, ID Number,		10. Conta		11. Total	12. Unit	13	. Waste Coo	les
HM and Packing Group (if any				No	Туре	Quantity	Wt./Vol.	612	T	
X UMI263 PAINT	RELATED MATERIAL 3 PGII			4	CF	2800	P	017		
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8b. Alterna	ate Facility (or Generator)						U.S. EPA ID N	Number			
Facility's Ph	none:										
8c. Signat	ure of Alternate Facility (or	r Generator)							M	onth D	ay Year
19. Hazardı	ous Waste Report Manage	ement Method Codes (i.e., codes for	hazardous waste treatment, disp	oosal, and recycl	ling systems)		1.				
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WASTE MANIFEST	Generator ID Number CAH111	001008	2	3. Emergency Respons (877)	577-26	69 01		1919	34 1	FL
5. Generator's Name and Mailing A SAM LUIS ODISPO IN 870 OSOS STREET Generator's Phone: SAM		01 (80	5)549-8332	Generator's Sile Address PASO ROBLES PH 9800 HUY 45 EA PASO ROBLES CA	HNCF ST					
6. Transporter 1 Company Name						U.S. EPAID		770		
7. Transporter 2 Company Name					-	U,S, EPA ID	00216 Number	770		-
	SPECIALTY WAS	TE SOLUTION	S				00110	924		
8. Designated Facility Name and S RINECO CHEMICAL IN 1987 Vulcan Road Facility's Phone: DENTON, A	DUSTRIES, IN	9013				U.S. EPAID	98105	7870		
	(including Proper Shipping Na		nber,	10: Conta	iners Type	11. Total Quantity	12. Unit Wt./Vol.	13	. Waste Cod	es
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print or type. JNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	22. Page 2 of 2	Autorities.	t Tracking Nu 919194	mber	pproved, OMB No. 205				
4. Generator's Name	CAH111001008	101 2	1 012	313144	r.c.				
SAM LUIS OBISPO IWMA 870 OSOS STREET , SAN LUIS OBISPO	CO 6318) (802,810-633)								
25. Transporter 03 Company Name	AU 39481 (883/942-8337			U.S. EPA ID	Number	4.			
ROCK	ETLINE CARRIER SERVICES	TXR000025072							
6. Transporter Company Name				U.S. EPA ID	Number				
7a. 27b. U.S. DOT Description (including Proper Ship	ping Name, Hazard Class, ID Number,	28. Contai	ners	29. Total	30. Unit	24 11/2 2 2 4			
IM and Packing Group (if any))		No.	Туре	Quantity	Wt./Vol.	31. Waste Codes			
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E Hazardaye Whiela Danasi Management Methy 2 0-2	so lie cooke for harmothus upoda hashmad 2	and manafan and and							
Hazardous Waste Report Management Method Code	rs (i.e., codes for nazardous waste treatment, disposa	ii, and recycling systems)			Ĺ				
4.5									

ERI Provider: Clear 22L255 Form Approved, OMB No. 2050-0039 Please print or type Tracking Number 2. Page 1 of 3. Emergency Response Phone UNIFORM HAZARDOUS 5919196 WASTE MANIFEST (877) 577-2669 CAH111001008 5. Generator's Name and Mailing Address Generator's Site Address (if different than mailing address) SAM LUIS OBISPO TUMA PASO ROBLES PHHACE **870 OSOS STREET** 9000 HWY 46 EAST (805)549-0332 SAN LUIS ONISPO CA 93481 PASO ROMES CA 93446 Generator's Phone: Transporter 1 Company Name CARO00216770 CATRAMS Transporter 2 Company Name MNS000110924 CLEAN EARTH SPECIALTY WASTE SOLUTIONS U.S. EPA ID Number 8 Designated Facility Name and Site Address RHO CHEM LLC 425 Isis Ave. Facility's Phone: TMGLEWOOD, CA 90301 (323) 776-6233 CAD008364432 9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, 10. Containers 12. Unit 11 Total 13. Waste Codes and Packing Group (if any)) Wt./Vol. HM No Quantity Type UN1950 AEROSOLS, FLAMMAINE 2.1 512 GENERATOR X CF P 500 14. Special Handling Instructions and Additional Information (1) SLOBBOZ4DF-84 - ERG(126) AEROSOLS, PAINTS, PEALL WASTE IS EXEMPT HOUSEHOLD HAZARDOUS WASTE PER 48 CFR 261.4b. SITE ANDRESS: SLO/SEVERAL SITES FOR MOVENDER 2022 GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true Generator's/Offeror's Printed/Typed Name Year 22 72 16. International Shipments LL Import to U.S. Export from U.S. Port of entry/exit Transporter signature (for exports only): Date leaving U.S. 17. Transporter Acknowledgment of Receipt of Materials TRANSPORTER Transporter 1 Printed/Typed Name Signature Year 22 Transporter 2 Printed/Typed Name Jona 18. Discrepancy 18a. Discrepancy Indication Space Quantity ____ Туре Residue Partial Rejection Full Rejection Manifest Reference Number 18b. Alternate Facility (or Generator) U.S. EPA ID Number DESIGNATED FACIL Facility's Phone 18c. Signature of Alternate Facility (or Generator) Month Day Year 19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

d Facility Owner or Operator. Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

169-BLC-O (Rev. 5-11)

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1	SHIPPING DOCUMENT	Generator ID Number CAH111	001008	2. Page 1 of 3. Eme	gency Respons (877)		4. Shipmen		76-22	
	5. Generator's Name and Maili	1000 1000 1000 1000 1000 1000 1000 100			or's Site Addres	s (if different	than mailing addre			
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	6. Transporter 1 Company Nar	ne					1	002167	770	
	7. Transporter 2 Company Nar	ne					U.S. EPA ID		10	
П	CLEAN EARTH SPECIALTY WASTE SOLUTIONS MNS000110924									
	8. Designated Facility Name a	nd Site Address					U.S. EPA ID	Number		
	21ST CENTURY ENV	TRONMENTAL MANAGEMEN	T OF NEVADA, LLC							
	2095 Newlands Dr						LILIN.	000000	-000	
		, NY 89408 (775) 575	-2768		10. Cont	tainers	11. Total	980895 12. Unit	338	
	9a. HM 9b. U.S. DOT Description	(including Proper Shipping Name,	Hazard Class, ID Number, and Pa	acking Group (if any))	No.	Type	Quantity	Wt./Vol.		
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	13. Special Handling Instruction		EVITUBLITATION (A)	AAI BAAURRA RE	FDP(115)	прараме	ON THREDE	(2) 001 0	CANDON_BE _	
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П	STIES LOW MOATS	INCK COLL								
П	14 CENEDATOR'S CERTIFICA	TION: I hereby declare that the con	tents of this consignment are fully	and accurately described	above by the pro	per shipping n	ame, and are classi	ified, package	d, marked and labeled/placarded, and	
П	are in all respects in proper	condition for transport according to	applicable international and nation	al governmental regulatio	ns.					
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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	Generator ID Number CAH111001468	22. Page 2 23. Manifest Tracking Number of 2 015919199FLE							
24. Generator's Name San Luis Obispo IWMA									
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APPENDIX D- CERTIFICATE OF LIABILITY INSURANCE

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PRO	DUCER March LICA Inc.				CONTA NAME:	СТ				
	Marsh USA Inc. 1717 Arch Street				PHONE			FAX (A/C, No):		
	Philadelphia, PA 19103-2797				(A/C, No E-MAIL ADDRE	SS:				
							SURER(S) AFFOR	RDING COVERAGE		NAIC#
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INSU	RED				INSURE	R B: AIU Insura	nce Co			19399
	Clean Earth Environmental Solutions, Inc 933 First Avenue, Ste. 200						erican Insurance (Company		16535
	King of Prussia, PA 19406						nsurance Compa			19437
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	<u> </u>							PERSONAL & ADV INJURY \$		5,000,000
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^	X ANY AUTO			AL7030965 (VA)		06/30/2022	06/30/2023	BODILY INJURY (Per person) \$		
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident) \$		
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$		
L_								\$		
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	DED RETENTION \$							s		
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В	ANYPROPRIETOR/PARTNER/EXECUTIVE	NIA		WC016393280 (CA)		06/30/2022	06/30/2023	E.L. EACH ACCIDENT \$		3,000,000
В	(Mandatory in NH)	N/A		WC016393282 (WI)		06/30/2022	06/30/2023	E.L. DISEASE - EA EMPLOYEE \$		3,000,000
Α	If yes, describe under DESCRIPTION OF OPERATIONS below			XWC1647282 (OH, PA, WA)		06/30/2022	06/30/2023	E.L. DISEASE - POLICY LIMIT \$		3,000,000
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CE	RTIFICATE HOLDER				CAN	CELLATION				
	Clean Earth Environmental Solutions, Inc 933 First Avenue Ste. 200 King of Prussia, PA 19406				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHO	RIZED REPRESE	NTATIVE			
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l	1						7	Marsh USA	9u	e.

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: CN103174067
LOC #: Philadelphia

ADDITIONAL REMARKS SCHEDULE

Page _ 2 _ of _ 2

AGENCY Marsh USA Inc. POLICY NUMBER		NAMED INSURED Clean Earth Environmental Solutions, Inc 933 First Avenue, Ste. 200 King of Prussia, PA 19406				
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O'ANNEN	10.00	EFFECTIVE DATE:				
ADDITIONAL REMARKS						
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FORM NUMBER: 25 FORM TITLE: Certificate of L	LIADIIILY II ISUI A	nice				
Contractor's Pollution Liability						
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Expiration Date: 06/30/2023						
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Pollution Legal Liability						
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Per Incident \$25,000,000						
Aggregate \$25,000,000						
Professional Liability						
Carrier: Allied World Assurance Company US Inc., NAIC#. 19489						
Policy: 0312-3010						
Effective Date: 06/30/2022						
Expiration Date: 06/30/2023						
Per Incident \$25,000,000						
Aggregate \$25,000,000						
SIR: \$250,000						
Excess Workers Compensation						
Carrier: Allied World Assurance Company (U.S.) Inc.						
Policy: XWC1647282						
Effective Date: 06/30/2022						
Expiration Date: 06/30/2023						
Part One: Statutory						
Part Two:						
Bodily Injury by Accident, Each Accident: \$3,000,000						
Bodily Injury by Disease, Policy Limit \$3,000,000						
Bodily Injury by Disease, Each Employee: \$3,000,000						

ACORD 101 (2008/01)

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Clean Earth Environmental Solutions, Inc.
Harsco Corporation
PSC Environmental Services LLC
Clean Earth Specia ty Waste Solutions, Inc.
Luntz Acquisition (Delaware), LLC
21st Century Environmental Management of Nevada, LLC
21st Century Environmental Management, LLC of Rhode Island
Chemical Pollution Control of Florida, LLC
Chemical Follution Control, LLC of New York
Northland Environmental, LLC
General Environmental Management of Rancho Cordova LLC
Burlington Environmental, LLC
So vent Recovery, LLC
PSC Recovery Systems, LLC
Republic Environmental Systems (Pennsylvania), LLC
Republic Environmental Systems (Transportation Group), LLC
Republic Environmental Recycling (New Jersey), Inc.
Nartru, LLC
Allworth, LLC
Rho-Chem, LLC
Chemical Reclamation Services, LLC
Philip Reclamation Services, Houston, LLC

Proposal/Qualifications to

Provide Regional Hazardous Waste Programs Management for San Luis Obispo County, CA - (IWMA)

Submitted by:

Clean Harbors Environmental Services, Inc.

880 Verdulera Street Camarillo, CA 93010

Primary Proposal Contact Kelly Kraft, Account Manager

Phone 805.233.0549 email: kraft.kelly@cleanharbors.com

Alternate Proposal Contact **Jen McLaughlin, District VP**

Phone 805.391.2007 email: mclaughlin.jennifer@cleanharbors.com

April 28th, 2023

Table of Contents

Table of Contents	i
A. Introduction and Cover Letter	1
B. Qualifications of Contractor and Personnel	3
Company Overview and History	
Company Benefits For San Luis Obispo County	
Clean Harbors HHW Qualifications & Experience	
Corporate Environmental Policy Overview	
Corporate Environmental Health & Safety Program Components	
Clean Harbors Sustainability	
HHW Staff Titles and Responsibilities	14
Potential Labor Subcontractors	15
Clean Harbors Staff	
Key Management and Support Staff	16
Staff Qualifications	
Staff Training	28
C. Technical Workplan	29
Dedicated Staff	29
Day-to-Day Operations At PHHWCF	29
Retail take back collection program	
VSQG Program	40
Waste Disposal Methods	
Transport and Disposal of Waste	
Spill Prevention & Clean-up	
Insurance Certificate	53
D. Conflicts of Interest Statement	57
E. Client References	58
F. Customer Service Plan	59
Receive HHW From Public & VSQG Program	59
Retail Take Back Collection	60
Recordkeeping and Reporting Requirements	61
G. Pricing Proposal	63
General Pricing Conditions	
H. Litigation Disclosure	70
I. Additional Information	
EXCEPTION TO CONTRACT TERMS AND CONDITIONS	
Clean Harbors Online Services Added Value	
Proposed TSDFs Permit Summary	
Transportation Permits and Licenses	

A. INTRODUCTION AND COVER LETTER



Clean Harbors Environmental Services, Inc. 880 Verdula Street
Camarillo, CA 93010
805.987.0217
www.cleanharbors.com

Clean Harbors, Inc. (Parent Company) a Massachusetts Corporation Organized: 03/24/1980 d/b/a Clean Harbors Environmental Services, Inc. D & B No.: 039322250

April 28th, 2023

San Luis Obispo County Integrated Waste Management Authority - (IWMA) 870 Osos Street San Luis Obispo, CA 93401 ATTN: Jordan Lane - *Deputy Director* jlane@iwma.com

Re: RFQ for Regional Hazardous Waste Program Management

Dear Members of the Selection Committee:

Clean Harbors Environmental Services, Inc. (Clean Harbors) is pleased to respond to your Request for Qualifications (RFQ) to provide Regional Hazardous Waste Program Management for San Luis Obispo County - (IWMA).

The IWMA's goals of maximizing sustainability, user satisfaction and cost savings will be successfully met with Clean Harbors as your partner. As your partner, Clean Harbors proposes to continue providing all the necessary equipment, supplies and professional staff to provide all the HHW services requested in the RFP. Clean Harbors will provide the IWMA with an unparalleled array of quality, professional services, and guaranteed program success.

We have the necessary permits, processes, capacity, experience and knowledge to provide these services to the IWMA. It is our intent to utilize Clean Harbors employees from our Camarillo, CA Technical Services Center to staff the HHW Facility Operations.

Your primary point of contact during the period of proposal evaluation is your Clean Harbors Account Manager, Mr. Kelly Kraft. His contact information is provided below.

Clean Harbors Environmental Services, Inc. 880 Verdulera Street Camarillo, CA 93010

Mr. Kelly Kraft, Account Manager

Phone: **805.233.0549**

Email: kraft.kelly@cleanharbors.com

Thank you for your time in evaluating our qualifications and pricing. We look forward to developing a mutually beneficial partnership with San Luis Obispo County to recycle, reuse and responsibly dispose of household hazardous waste materials in an environmentally sound and cost-effective manner.

This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated in the Request for Proposal documents, and an equitable distribution of the risks involved therein. In the event that such an agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.

Sincerely,

Jennifer L. McLaughlin

Jennifer L McLaughlin *VP*, *District* – (SoCal North) 805.391.2007

McLaughlin.Jennifer@cleanharbors.com

B. QUALIFICATIONS OF CONTRACTOR AND PERSONNEL

COMPANY OVERVIEW AND HISTORY

Since its inception in 1980, Clean Harbors has grown to become the leading environmental service provider and largest hazardous waste disposal company in North America. Mr. Alan S. McKim, who founded Clean Harbors in 1980, became Executive Chairman and Chief Technology Officer of the Company in March 2023 as part of a planned transition. Before that, he served as Chairman of the Board of Directors and Chief Executive Officer of the Company since its inception and President from September 2016 to March 2023.

Clean Harbors is headquartered in Norwell, Massachusetts and is a publicly traded company whose more than 20,000 employees provide a wide range of environmental services from strategic locations to a diversified customer base. We provide environmental management services to more than 65% of the Fortune 500 companies and numerous other customers desiring to minimize their environmental exposures and liability.

Over the past 43 years, Clean Harbors has grown to become North America's largest provider of environmental services. Our various technical capabilities, including certified laboratory analysis, environmental engineering support, and a commercial training group, complement the hazardous waste management and environmental remediation services we offer. Clean Harbors continues to invest in its growth strategy by focusing on:

- Developing and improving waste treatment technologies
- Continuing expansion of capabilities and capacities to proactively anticipate and meet customer needs
- Employing appropriate methods and technologies to reduce the volume of, and/or hazards represented by, our customer's wastes and converting those wastes to beneficial use whenever appropriate and permissible

Today, Clean Harbors' customers are serviced through a network of service branches, with over 400 branch offices and more than 100 waste management facilities throughout the United States, Canada, Puerto Rico and northern Mexico.

Clean Harbors has two main operating segments: (i) the Environmental Services segment and (ii) the Safety-Kleen segment.

- Environmental Services Environmental Services segment results are predicated upon the demand by our customers for waste services directly attributable to waste volumes generated by them and project work for which waste handling and/or disposal is required. In managing the business and evaluating performance, management tracks the volumes and mix of waste handled and disposed of through our owned incinerators and landfills, as well as utilization of such incinerators, labor and billable hours and equipment among other key metrics. Levels of activity and ultimate performance associated with this segment can be impacted by several factors including overall U.S. GDP and U.S. industrial production, weather conditions, efficiency of our operations, technology, changing regulations, competition, market pricing of our services and the management of our related operating costs. Environmental Services results are also impacted by the demand for planned and unplanned industrial related cleaning and maintenance services at customer sites and for environmental cleanup services on a scheduled or emergency basis, including response to national events such as major chemical spills, natural disasters or other events where immediate and specialized services are required.
- Safety-Kleen Safety-Kleen segment results are impacted by an array of core service and product offerings that serve to attract small quantity waste producers as customers and integrate them into the Clean Harbors waste network. Core service offerings include parts washer services, containerized waste services, vac services, used motor oil collection and contract blending and packaging services. Key performance indicators tracked by the Company relative to these services include the number of parts washer services performed and pricing and volume of used motor oil and waste collected. Results from these services are primarily driven by the overall number of parts washers placed at customer sites and volumes of waste collected, as well as the demand for and frequency of other offered services. These factors can be impacted by overall economic conditions in the marketplace, especially in the automotive related area. In addition to its core service offerings, Safety-Kleen offers high quality recycled base and blended oil products to end users including fleet customers, distributors and manufacturers of oil products. Other product offerings include automotive related fluids and shop supplies. Relative to its oil related products, management tracks the Company's volumes and relative percentages of base and blended oil sales along with various pricing metrics associated with the commodity driven marketplace. The segment's results are significantly impacted by overall market pricing and product mix associated with base and blended oil products and, more specifically, the market prices of Group II base oils. Costs incurred in connection with the collection of used oil and other raw materials associated with the segment's oil-related products can also be volatile. Our OilPlus® closed loop initiative, which results in the sale of our renewable oil products directly to our end customers, may also be impacted by changes in customer demand for high-quality, environmentally responsible recycled oil.

COMPANY BENEFITS FOR SAN LUIS OBISPO COUNTY

Clean Harbors will provide San Luis Obispo County a full range of hazardous waste management services, including receiving, classifying, segregating, packaging, transporting, recycling, treating, and disposing of a wide variety of hazardous materials from the IWMA's household hazardous waste collection program. Clean Harbors will provide the following features as part of our program:

- Skilled & Highly Trained Personnel Clean Harbors' staff of experienced, capable CleanPack Chemists and Technicians will organize and implement your HHW management and collection program in an efficient, customer-oriented manner to your complete satisfaction. Our personnel are fully trained and experienced in providing the required services. Clean Harbors will provide efficient service from the first day of the new contract.
- ★ HHW Program Manager The HHW Program Manager, Rob Hubbard, will be the overall contract and will serve as your single point of contact until a dedicated Project Manager is assigned. The Project Manager, once assigned, will be the source for all technical assistance and customer service. He/she will be supported by a team of managers both at the local and regional levels as well as corporate management.
- ☆ Local Facilities Our Camarillo, California Service Center and Wilmington, California Service Center and TSDF will provide the resources to support this program. Our primary receiving TSDF is in Wilmington, California.
- Materials and Equipment Clean Harbors will provide personal protective equipment, UN rated containers, vermiculite, labels, paperwork, and all other supplies, materials and equipment to ensure complete safety and compliance for the operation of all program components.
- ☼ Documentation Clean Harbors will prepare and provide all the necessary paperwork to properly package and ship waste safely and in compliance with all DOT and EPA regulations. We will provide the IWMA with a variety of reports.
- ☆ Transportation Clean Harbors will transport the collected waste. Clean Harbors operates a fully licensed fleet of over 10,000 transportation vehicles, including box trucks, dump trailers, containers, tractors, vacuum trucks and van trailers. Clean Harbors employs drivers who are fully trained to comply with all DOT and RCRA regulations.
- ☼ Disposal Facilities Clean Harbors owned and operated disposal facilities will receive and manage a large majority of waste from the IWMA's HHW program. Clean Harbors' disposal capabilities include Incineration, Wastewater Treatment, Fuels Blending, Recycling, Lab Chemical Disposal, Used Oil and Oil Products Recycling, PCB Disposal, Landfill, and Explosives Management. We have experienced professionals on staff trained to manage specialty wastes that the IWMA may encounter such as high hazard materials (reactives, explosive materials, unknown cylinders), and these wastes can be managed internally. Some recyclable waste streams may be managed by third party

- disposal/recycling facilities, all of which have passed Clean Harbors' stringent environmental and financial audits.
- ★ Waste Tracking Our Waste Information Network (WIN) system will track in real time all hazardous waste from the time of initial shipment until final disposal. The system can automatically generate and send waste tracking reports to the IWMA.
- ☼ Online Services Clean Harbors' Online Services include waste profiling and management, waste tracking, manifest viewing, and management report generation. Online Services are free to our customers, and available 24 hours a day, seven days a week.
- Compliance with Regulations Clean Harbors regards compliance with applicable environmental regulations as a critical component of its overall operations both from the standpoint of health and safety of its employees and as a service to its customers. That is why our compliance and health and safety departments are independent operating units, providing yet another layer of protection and peace of mind for the IWMA.
- Reduced Liability once the IWMA's waste is received at the Clean Harbors TSDF, we terminate the manifest and take title to the waste. Any further shipment or processing of the waste is done with Clean Harbors maintaining waste generator status. In addition, our financial strength and comprehensive insurance coverage provide the IWMA with an umbrella of protection unprecedented in the hazardous waste industry.

Clean Harbors has the facilities, equipment, and personnel to address and fulfill the requirements of the IWMA's HHW Program. Choosing a company with such experience allows the IWMA to focus on other important business and provides the comfort of knowing a qualified professional is handling your HHW Program.

Clean Harbors has the financial stability and financial resources to perform the Scope of Work for the entire term of the contract. We have access to both corporate and external resources in order to implement and complete any of the tasks assigned to us by the award of this contract.

Company Ownership.

Clean Harbors Environmental Services, Inc. (Clean Harbors) is a public corporation incorporated in the State of Massachusetts on March 24, 1980. (See NYSE Ticker: CLH)

Location of Company Offices/Service Centers.

Our local office that will be the primary provider of services to the IWMA is located in Camarillo and (*backup transportation support*) in Bakersfield, California and our corporate office is located in Norwell, Massachusetts.

CORPORATE OFFICE

Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, MA 02061

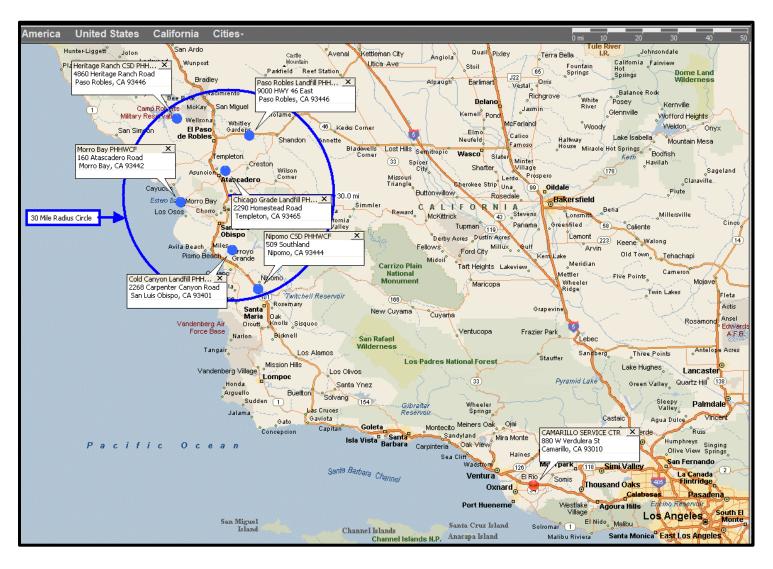
Phone: 800.282.0058 Fax: 781.792.5900

LOCAL OFFICES

Clean Harbors Environmental Services, Inc.

880 Verdulera Street Camarillo, CA 93010 Phone: 805.987.0217

Fax: 805.987.8718



FIELD SERVICES (EMERGENCY RESPONSE)

LONG BEACH FIELD SERVICES

Clean Harbors Environmental Services, Inc.

2500 East Victoria Street Compton, CA 90220

Phone: 310.764.5851 Toll Free: 800.645.8265 (800.OIL.TANK)

INLAND EMPIRE FIELD SERVICES

Clean Harbors Environmental Services, Inc.

7979 Palm Avenue Highland, CA 92346

Phone: 909.862.8300 Toll Free: 800.645.8265 (800.OIL.TANK)

Number of Employees Locally and Nationally.

Clean Harbors has ~25 employees in Camarillo, CA, over 200 employees in Southern California and approx. 20,000 nationally.

Primary Waste Receiving TSDF's

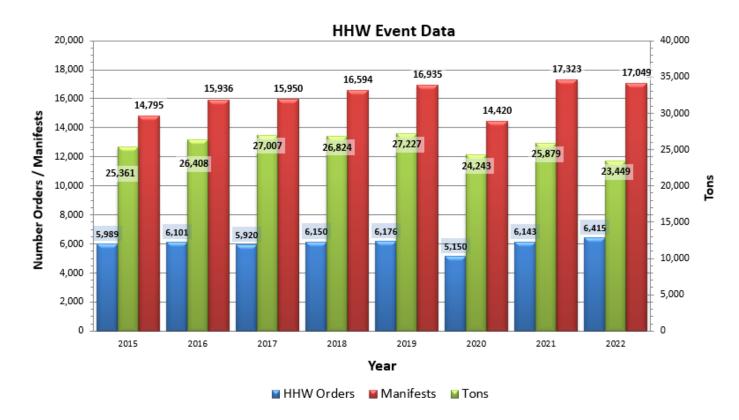
Clean Harbors proposes to use the following three company owned facilities as the primary receiving TSDFs.

Facility Name and Address	PHONE	Website	EPA ID#
Clean Harbors Wilmington, LLC 1737 E. Denni Street Wilmington, CA 90744	310.835.9998	www.cleanharbors.com	CAD044429835
Clean Harbors Aragonite, LLC 11600 North Aptus Rd Aragonite, UT 84022	435.884.8351	www.cleanharbors.com	UTD981552177
Clean Harbors Environmental Services, Inc. 2247 South Highway 71 Kimball, NE 69145	308.235.8201	www.cleanharbors.com	NED981723513

Why Clean Harbors is qualified to provide the services described in this RFP.

Clean Harbors has positioned itself as the leader of HHW management programs in North America. Clean Harbors and its predecessors have been involved in the HHW market for over twenty years. We currently average 45 HHW events per weekend. During the height of the HHW season that average climbs to over 60 events for a period of 24-32 weekends per year. Each year Clean Harbors successfully executes over 1600 HHW collections. Nationwide, we have managed over 15,000 household hazardous waste collection programs. Events have ranged from small one-day collections to multiple-site regional and statewide collections.

We are by far the **most experienced** and **largest household hazardous waste service provider** in the United States, the following chart shows Clean Harbors holds close to 35% of the current U.S. HHW market share. We understand the unique requirements of managing a <u>successful</u> household hazardous waste collection program. We have the experience, knowledge, and technical expertise to provide the services the IWMA has outlined in the RFP.



Please see our HHW Specific Qualifications below in this section of the proposal.

Length of time Clean Harbors has been providing services described in this RFP.

Clean Harbors and its predecessors have been involved in the HHW market for over thirty-five years. Clean Harbors has many long term HHW Clients in California who currently have one or more permanent HHWCFs, including the following clients we have serviced since 1998 or earlier:

City of San Diego

City of Chula Vista

City of Camarillo

City of Oxnard

City of Los Angeles

County of Santa Barbara

County of Kern

County of Los Angeles - Sanitation Districts

County of Orange - OC Waste & Recycling

County of Riverside

Clean Harbors' Dun and Bradstreet number.

Our D&B number is 15-799-3639. The D&B rating for our parent company, Clean Harbors, Inc. is 5A3.

CLEAN HARBORS HHW QUALIFICATIONS & EXPERIENCE

Clean Harbors has over 38 years' experience in providing all types of HHW services, including:

- Temporary and Satellite Household Hazardous Waste Collection Events
- Permanent Household Hazardous Waste Collection Facility Management
- Door-to-Door Collection Programs
- Special Collection Events (e.g., E-Waste, Recycle Only, Pharmaceuticals, etc.)
- Landfill Load Check Programs
- VSQG Programs
- Material Re-Use Programs
- Agricultural Pesticide Collection Programs
- Emergency / Disaster-Related Household Hazardous Waste Programs

Our Household Hazardous Waste Management Services include:

- Program Management
- * Technical & Operational Support
- Transportation & Disposal Services
- * Regulatory and Reporting Assistance

Program Management – Clean Harbors' dedicated HHW staff will provide complete program management including pre-event planning, event logistics, on-site operations



(including collection, waste analysis, identification, segregation, and packaging) and post-event reporting.

Technical and Operational Support – From waste identification to packaging requirements, to supply and equipment recommendations, Clean Harbors chemists and logistical coordinators are there to answer your questions and provide full technical support to your HHW program. Our HHW Program Managers follow the evolving regulatory framework and can alert you of changes in existing regulations and implementation of new regulations as well as provide guidance for regulatory compliance.

Clean Harbors has an extensive staffing pool of both full-time and part-time hazardous waste chemists and technicians. Whether we provide complete turnkey services or supplemental staffing to a client-operated program, you can rely on Clean Harbors for professional, experienced and knowledgeable HHW professionals.

Transportation and Disposal – Clean Harbors' fleet of over 10,000 licensed transportation vehicles is critical to providing turnkey environmental management services to our clients. We maintain all required state and federal permits, licenses and DOT exemptions necessary for transporting household hazardous waste.

Clean Harbors is a provider of integrated waste disposal services. Since 1980, Clean Harbors has taken the lead in identifying the most cost-effective environmentally sound options for waste management. Beyond our methodologies to reduce or reuse waste, our wide range of

recycling, treatment, incineration, and landfill facilities bring a complete range of alternatives to our customers. Clean Harbors utilizes advanced technologies to provide the widest range of hazardous waste recycling, treatment and disposal options in North America. Our 53 fully permitted TSDFs provide our customers a unique opportunity to use one vendor to satisfy their waste disposal needs.

Regulatory and Reporting Assistance – Clean Harbors will support your HHW program with regulatory assistance at the local, state, provincial and federal levels. Our program specialists follow the evolving regulatory framework and can alert you of changes in existing regulations and implementation of new regulations as well as provide guidance for compliance. With our own Regulatory Affairs Department, rest assured that your waste will be transported and managed properly, and all services will be provided with strict internal regulatory oversight.

Clean Harbors has positioned itself as the leader of HHW management programs in North America. Each year Clean Harbors successfully executes over 1600 HHW collections. We have the experience, knowledge, technical expertise & knowledge of Federal and State laws to provide the services the IWMA has outlined in the RFP.

Product Stewardship Involvement

Clean Harbors views product stewardships as essential components of our own and our client's sustainability. We support and are involved in several Product Stewardship efforts including:

- PaintCare Product Stewardship
- California Product Stewardship Council
- Product Stewardship Institute (Extended Producer Responsibility [ERP] for HHW research)
- Sponsors of NAHMMA and their Product Stewardship policies
- Sponsors of DTSC & Cal Recycle's Annual HHW/Used Oil Conference supporting Product Stewardship

Clean Harbors provides both transportation and processing services to PaintCare in every state with an active program. We have facilitated the use of PaintCare for our HHW clients in states with active PaintCare programs. As new states are added to the PaintCare program we work closely with our clients and PaintCare to expeditiously incorporate the utilization of the product stewardship program into the HHW's program.

Clean Harbors supports and encourages local agencies to participate in Product Stewardship Programs (PSP). We understand the IWMA may divert some of the waste streams covered in this proposal to PSPs as they become available in the future.

CORPORATE ENVIRONMENTAL POLICY OVERVIEW

Clean Harbors' Corporate Health, Safety and Environmental Policy is intended to ensure that the Company continuously achieves superior performance, while providing an enabling environment that allows all employees to participate and work collaboratively in developing, promoting, and improving health and safety at work.

- We will continuously ensure that all our activities comply with federal, state, provincial, and local health, safety, and environmental statutes and regulations. We will make every effort to exceed those standards whenever possible to further enhance health and safety and environmental stewardship.
- We will plan work on the principle of safety first to pursue the goal of no harm to people or the environment.
- We will maintain and operate all our facilities and transportation equipment, so they are safe and protective of the environment.
- We will conduct ourselves as an environmentally responsible neighbor in the communities where we operate, and always strive to prevent or correct conditions that pose problems for public health, safety or the environment. We will conduct our operations in a manner that prevents pollution and conserves natural resources.
- We will strive to continually improve the performance of Clean Harbors' Health, Safety and Environmental Management System. This includes providing the necessary training, equipment, and procedures to ensure a safe work environment.
- We will conduct audits and self-assessments of compliance with this Policy, measure
 progress of the Company's Environmental, Health and Safety performance to ensure that
 results demonstrate continual improvement, and report periodically to the Chief Executive
 Officer, the Audit Committee of the Board, and the Board of Directors on our
 performance.
- The Chief Executive Officer and the Board of Directors will ensure that Policies are in place and actions are taken to achieve this Commitment, including the provisions of adequate personnel and resources to effectively implement the Company's Health, Safety and Environmental Management System.
- Every employee, contractor, or subcontractor on Clean Harbors' premises or projects are accountable and responsible for adhering to this Commitment and to comply with the law and all Policies and Procedures.
- Every employee holds the right and responsibility of intervening in unsafe or noncompliant situations and to refuse work if they believe that a dangerous situation or
 imminent danger exists at a worksite. It is an expectation of all employees to immediately
 report environmental, health and safety concerns, interventions, and work refusals to
 Clean Harbors management. Clean Harbors managers are expected to take prompt and
 appropriate remedial action when notified.

CORPORATE ENVIRONMENTAL HEALTH & SAFETY PROGRAM COMPONENTS

Clean Harbors' Environmental Health & Safety Department employs a centralized management system for the management of all health, safety and environmental compliance functions. Our professionals oversee compliance nationwide with an organization aligned with the business lines of the company.

The corporate Environmental Health & Safety compliance group supports the field compliance managers, develops corporate policy, and implements the corporate compliance programs.

Regulatory Compliance Programs

All of the Company's activities are conducted within the context of the most important Clean Harbors priority -- protecting the health and safety of our employees and customers, as well as complying with the law. The Company demands uniform compliance with the law from its employees and subcontractors, and, on behalf of its employees, insists upon strict adherence to health and safety guidelines.

As part of our commitment to employee safety and quality customer service, Clean Harbors has developed an extensive compliance program managed by more than 50 full-time regulatory and health and safety specialists. To ensure the integrity and impartiality of this group, the Compliance, Health and Safety organization is completely independent from the Company's operating divisions and is overseen by a senior director who reports directly to the Company's CEO. This elite group of professionals is responsible for facilities compliance, health and safety, field safety, compliance training, transportation compliance auditing, and external auditing of off-site facilities utilized by Clean Harbors. The following list outlines the regulatory and supervision responsibilities held by the four components of the Compliance Department.

Corporate Compliance:

- Permit Procurement
- External TSDF Regulatory Audit Program
- Regulatory Report Submissions
- Regulatory Interpretation, Guidance, and Policies/Procedures
- Internal Regulatory Audit Program

Facility Compliance

- Facility Inspection Program
- Facility Personnel Training Program
- Compliance with Licenses, Permits and Applicable Regulatory Laws
- Maintenance of Records and Documents

Health and Safety

- Compliance with OSHA
- Development and Implementation of Health and Safety Procedures, Policies and Guidance
- Internal Audits (facility and field work)

- Technical Guidance
- Training

Transportation Compliance

- Hazardous Waste Transportation Permit Applications and Renewals
- U.S. DOT Compliance
- Transportation Operating Report Submissions
- Technical Guidance (e.g., manifesting)

A thorough compliance, health and safety program has been developed and tailored for each Clean Harbors' facility and service center. Clean Harbors develops internal operating procedures that are in many instances more stringent than those imposed by government regulation. These high standards are constantly monitored and reviewed through an aggressive internal regulatory audit program. A full-time compliance representative, stationed at each major facility, oversees and executes all compliance efforts and reports directly to the Corporate Compliance Department.

The responsibility of compliance rests with every member of our organization, not just our compliance officers. We assure compliance through:

- Written policies and procedures
- Mandatory training for every employee
- Written pledges of compliance from all managers
- Routine written and verbal communication of compliance goals
- Awards for compliance achievement
- Compliance requirements in all job descriptions

Some of our customers' wastes require treatment/disposal technologies that are not available within the Clean Harbors network of TSDF's. In order to minimize potential Superfund liability for itself and its customers, Clean Harbors only ships waste to off-site facilities that have been audited and approved by our Compliance Department. Clean Harbors has chosen to operate and manage our waste management program with conservative choices for ultimate disposal options, and also routine and vigorous monitoring of these sites for compliance with all regulations and their operating permits.

Our external liability control includes these features:

- Economic viability of any site prior to auditing
- Pre-audit procedures for permit review
- Physical audits for all RCRA regulated facilities
- Routine review of the permit status, NOV's and regulatory agency information on all approved facilities

We have recently made considerable capital investments in our facilities to ensure that they are in substantial compliance with current federal, state, provincial and local regulations.

Best Management Practices

The company also utilizes a Best Management Practice (BMP) concept in developing operating procedures. With this process, the broad regulatory categories affecting our operations are defined (e.g., air, water, PCB management), and a set of BMPs is written for each specific regulatory category. The BMPs are not a reiteration of the regulations, but a set of broad instructions on how the facility is to comply with the requirements of the regulatory programs. The BMPs form the basis of the facility's specific Standard Operating Procedures.

Internal Compliance Communications

The senior managers of the Environmental Health & Safety Department conduct weekly conference calls with the functional managers and the corporate support staff. In addition to this, each health, safety and compliance manager submits weekly status reports detailing significant issues. The company also utilizes an Incident Notification Program. With this program, significant incidents are communicated to the Vice President of Compliance via telephone or email within 15 minutes of occurrence. Follow-up reports are submitted within 48 hours. This information is then communicated to the senior management of the company, including the General Counsel.

On a monthly basis, a Regulatory Compliance Report is issued. This report, which includes data on Health & Safety incidents as well as key performance parameters within the environmental compliance group, is distributed to all senior managers of the company and provides a regular update on the company's performance in these critical areas. We are continuously evaluating new parameters for designation as key performance indicators.

Audit Practices

All of the Company's activities are conducted within the context of the most important Clean Harbors priority -- protecting the health and safety of our employees and customers, as well as complying with the law. The Company demands uniform compliance with the law from its employees and, on behalf of its employees, insists upon strict adherence to health and safety guidelines.

As part of its commitment to employee safety and quality customer service, Clean Harbors has developed an extensive compliance program managed by over 50 full-time regulatory and health and safety specialists.

Clean Harbors' Compliance Department audits all ultimate disposal sites to ensure facilities are operating in accordance with their permits and all applicable federal, state and local regulations. This elite group of professionals is responsible for facilities compliance, health and safety, field safety, compliance training, transportation compliance auditing, and external auditing of off-site facilities utilized by Clean Harbors.

A thorough compliance, health and safety program has been developed and tailored for each Clean Harbors facility and service center. Clean Harbors often develops internal operating procedures which are more stringent than those imposed by government regulation. These high standards are constantly monitored and reviewed through an aggressive internal regulatory audit program.

Clean Harbors, Inc. and its subsidiaries are committed to a standard of excellence as an environmental, health and safety leader and affirms to its employees, customers, shareholders, and the public that it will always conduct its business activities in a manner which is protective of human health, safety and the environment. All Clean Harbors companies, contractors, and subcontractors under our operating control must manage Health, Safety and Environmental performance/systems in line with this Commitment and Policy outlined below.

It is the company's policy to utilize only those third-party waste storage, treatment, and/or disposal facilities that have been audited and approved by the Clean Harbors' Compliance Department. Clean Harbors liability insurance and indemnification policy cover all wastes processed at any of these facilities. Each "approved" disposal facility will then be periodically reaudited to ensure that the facility continues to operate in an appropriate manner. Clean Harbors can provide audits performed by third parties, but the IWMA will be expected to pay for these audit costs.

The following two pages describe Clean Harbors auditing processes.

Compliance Fact Sheet

Internal Audit Overview Fact Sheet

Internal Audit Overview

Clean Harbors' dedicated Environmental, Health and Safety Audit Team solidifies the Company's commitment to continuous EHS improvement and operational excellence. The internal compliance audits are part of the Company's overall efforts to ensure a safe and compliant workplace for all employees and to pro-actively identify potential deficiencies, which may pose a risk of injury, constitute a potentially unsafe work practice, or impact compliance with relevant laws and/or regulations.

The audit team members are agents of the general counsel and work under the direction of a Company attorney. The internal audit program has been developed in conformance with the U.S. Department of Justice and Environmental Protection Agency regulations, policy and guidance, and ensures audit confidentiality and privilege against prosecution under applicable federal and state environmental laws.

Team Members

The audit team consists of independent auditors, with significant tenure and expertise, who evaluate facility operations to ensure compliance with all applicable federal, state, local, and provincial rules and regulations, in addition to Company policies and procedures. As necessary, "visiting auditors" will be selected from the Company's compliance personnel to enhance the focus of the audit, using the respective compliance manager's expertise. To the extent possible, the visiting auditor will not have management responsibility at the selected facility.

Facility Selection

Audit location and frequency is based on the following factors:

- Complexity of facility
- · Elapsed time since last audit
- Performance on previous audit
- Current or planned site activities
- · Senior management requests
- Other factors deemed pertinent

Audit Preparation

The selected facility is informed of the scheduled audit with one to two weeks notice; however, the audit team may



perform unannounced audits as necessary. The Company has created a baseline audit questionnaire, which is comprehensive in its scope of potential regulations applicable to the chosen facility. In preparation for the on-site audit, the team reviews the selected facility's permits and adds facility/permit specific questions and areas to address.

Audit Process

Opening Meeting - Upon arrival at the facility, the audit team will meet briefly with facility management to explain the audit process and answer any questions. Facility representatives are then asked to provide an overview of the facility and conduct a site orientation tour.

Inspections - Each process area will be closely reviewed to determine compliance with permits, site plans and Company standards. Employees will also be interviewed regarding process knowledge and observed to determine compliance with health and safety requirements as well as Standard Operating Procedures.

Document Review - In addition to site permits, plans and procedures, the following documents are reviewed:

- Operating records
- Compliance records
- Monitoring records
- Training documents
- Facility inspections Facility reports

Exit Meeting - The audit team will meet with facility representatives, the general manager and compliance manager at a minimum, to provide a summary of audit findings.

Audit Follow Up

The audit team will consolidate information obtained during the audit. An Executive Summary of significant findings and areas of concern is sent to senior management. A Corrective Action Plan ("CAP") is created based on the site specific questionnaire, with specific action items noted to correct any deficiencies.

The general manager will create a schedule of completion, with noted target dates and individuals assigned to complete each action. The general manager sends updates with actual completion dates until all items have been addressed. Routine reports and updates are sent to senior and executive management summarizing progress of all active CAPs.

42 Longwater Drive • PO Box 9149 • Norwell, Massachusetts 02061-9149 • 800.282.0058 • www.cleanharbors.com

Compliance Fact Sheet

External Audit Overview Fact Sheet

External Audit Overview

Clean Harbors strives to internalize all wastes to its owned and operated treatment facilities as a risk management tool to limit the potential for liability. Due to competitive issues and technology offerings, Clean Harbors will use select third party facilities. Accordingly, Clean Harbors has established a third party audit and approval process.

Facility Selection

Once a business need has been identified, a request to consider a new vendor is submitted to the Company's Outbound Disposal group, along with a business justification. The Outbound Disposal group will then conduct a business review to seek best external resources when a Clean Harbors facility is not logistically feasible.

Factors considered are proximity to current approved sites, transportation and disposal costs, business relationships, and other relevant factors. Once the business justification is complete, the Outbound Disposal group contacts the facility to address business matters.

Initial Review and Audit Process

Clean Harbors' comprehensive pre-audit questionnaire and applicable contracts are forwarded to the chosen external facility. Areas addressed by the questionnaire are as follows (as applicable):

- General facility information
- Ownership
- Site characteristics
- Permit status
- Process description
- Management standards
- Compliance history
- Closure/Post-closure
- Off-site disposal facilities
- Insurance

Once the questionnaire is returned by the external facility, it is reviewed to ensure it is administratively complete. Site specific questions are compiled based on this pre-audit information. Federal and state databases are then researched to obtain compliance history of the facility.

A review of applicable insurance and financial assurance is conducted to determine sufficiency and stability. A site audit will be scheduled as required by Clean Harbors' established risk assessment matrix.

Facility Approval

The decision to approve the candidate facility is based on the following -

- Information provided in the pre-audit process
- Findings during the site audit
- Level of risk associated with the facility's operation
- Financial and insurance review
- Recommendations of the auditor

Provided the facility meets the stringent risk assessment standards, it will be approved by the Senior Vice President of Regulatory Affairs and added as a new vendor.

Subsequent Audit Efforts

Facility re-audits will be conducted periodically based on -

- Volume of use
- Level of risk
- History of compliance
- Interim factors that warrant further attention

Removal of facilities will be based on -

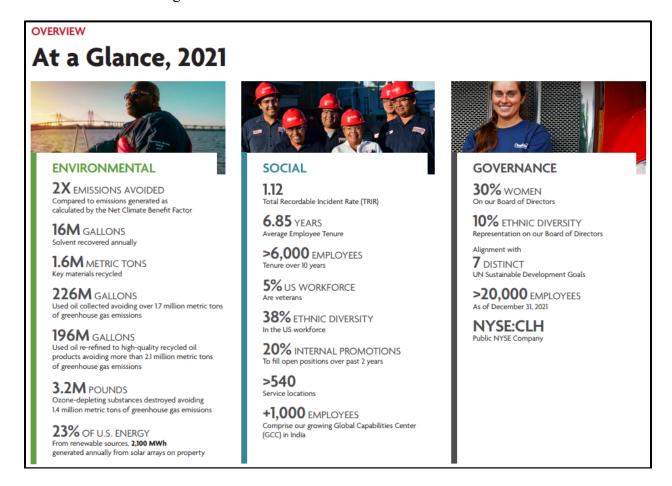
- Lack of use
- Change in risk
 - Ownership change
 - Significant episode
 - Financial status



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CLEAN HARBORS SUSTAINABILITY

Some of Clean Harbors Environmental, Social and Governance (ESG) accomplishments are denoted in the following overview.



Our most current sustainability report has details of our most significant sustainability accomplishments. Please follow the link below to review or download Clean Harbors most current Sustainability report.

https://www.cleanharbors.com/about-us/Sustainability

HHW STAFF TITLES AND RESPONSIBILITIES

The following table illustrates the proposed staffing categories and responsibilities. Clean Harbors will provide adequate staffing upon confirmation of San Luis Obispo program expectations.

Job Position	Responsibilities
Site Manager / Chemist	Responsible for all planning, logistics, equipment, supplies, and staffing. Provides supervision for program including acceptance, classification, segregation, waste packaging, transportation and all related paperwork. Supervision of all contract personnel. On-site decision maker. Able to fill any job position as needed. Has necessary training and ability to direct personnel in an emergency situation. Primary customer contact for all operational-related activities.
	Due to the size of the events, the Site Manager may also take the chemist role and be responsible for screening, segregating, classifying, inventory and packing waste collected. Additionally, they may provide identification for unknown wastes by conducting field hazard categorization tests.
Greeter	Greets incoming participants & verifies appointments. Directs traffic flow. Verifies eligibility & registers drop-in participants arriving without an appointment. The Greeter will also inform all incoming participants of the "stop and shop" MRP room and the Liability Waiver requirements.
Field Technicians / Drivers	Sorts and packages all paint-related materials. Bulks oil and antifreeze, assists in packaging, and maintains MRP room. Labels and marks containers and loads containers onto transportation vehicles. General housekeeping functions such as recycling, sweeping, disposal of non-hazardous trash. Other duties as assigned.
All Staff	Ensures safe operations at the site at all times. Responsible for the proper use of equipment, supplies and maintains a safe and clean work environment for employees as well as participants.

POTENTIAL LABOR SUBCONTRACTORS

Clean Harbors intends to provide the required labor forces with our internal staff, although we reserve the right to utilize subcontracted labor should the need arise. The following list contains information on the proposed subcontracted labor provider who may be utilized to provide services under the program. Clean Harbors reserves the right to modify this list in the future.

Subcontractor Name	Area of Work	Contact Info
Aerotek 5425 Hollister Avenue, Suite 180 Goleta, CA 93111	Staffing-technicians	Phone: 805.695.4610 www.aerotek.com
IQ Personnel Inc. 8039 Painter Avenue Whittier, Ca 900602	Staffing-technicians	Phone: 562.698.2800 www.iqpersonnel.com

CLEAN HARBORS STAFF

Clean Harbors employs over two hundred (200) hazardous waste professionals including Program Managers, Project Supervisors, Chemists, Technicians and Drivers employees in Southern California who have completed medical and training requirements for participating in HHW Programs. This large available workforce of highly experienced and qualified HHW professionals will ensure successful and timely fulfillment of all of the IWMA's services requirements.

Clean Harbors' staff of experienced, capable supervisors, chemists and technicians will provide services to your Hazardous Waste Program in an efficient, customer-oriented manner to your complete satisfaction. Our personnel are fully trained and experienced in providing the required services. Clean Harbors will provide efficient service from the first day of the new contract.

The local Clean Harbors staff has access to a full array of support from resources at Clean Harbors regional and corporate level as well as external support resources to ensure successful implementation and completion of all our services.

KEY MANAGEMENT AND SUPPORT STAFF

The IWMA's initial primary point of contact with Clean Harbors, HHW Program Manager, **Rob Hubbard**, will serve as a liaison between you and Clean Harbors' operational team. Rob has extensive experience with HHW programs in California. Mr. Hubbard has over ten years' experience in the management of hazardous materials and HHW program management. Mr. Hubbard will directly oversee the overall program operations for the IWMA.

Rob will work with the IWMA to assure optimum:

- Program administration
- Program planning
- ❖ Accomplishment of program tasks
- IWMA and public satisfaction

Mr. Hubbard is knowledgeable and well versed in areas such as:

- Experience with permitting, developing, and managing multi-jurisdiction HHW and VSQG programs;
- Complying with all regulatory standards including County, State, and Federal Environmental Laws;
- Segregation, and packaging of materials received at an HHW;
- Ensuring that site safety is a top priority for all personnel and residents participating in the IWMA's programs;
- Extensive Department of Transportation (DOT) knowledge;
- **HHW Reporting Requirements.**

Clean Harbors, HHW Project Manager/ Site Supervisor, (*To Be Identified*), will serve as the primary Site Supervisor at the PHHWCF. Project Manager will be responsible for ensuring adherence to health and safety requirements; overseeing on-site operations including: all schedules, staffing, equipment, and materials. Project Manager will also assist Technicians in any of their roles as needed.

The Technical Services District Vice President, **Jen McLaughlin**, has oversight over all of the Southern California Service Centers in her division. She stays in constant communication with his team of Operations Managers, as well as Health and Safety, Sales, Purchasing, Logistics, and Finance to ensure that the business mix meets both Company and customer expectations. Ms. McLaughlin has 26 years of HHW experience.

The Technical Services Branch Manager, **Brant Hove**, oversees all operations provided by Clean Harbors' Camarillo Technical Services group, including customer service representatives, drivers, specialists, etc. He assists with planning pickup schedules and providing employee training; and is instrumental in ensuring that the Service Center's supply of drums, absorbents, etc. never runs low. Mr. Hove has 8 years of HHW experience.

Our Account Manager, **Kelly Kraft**, will support the Program Manager on administrative issues. He will assist the IWMA in the management of the program, will attend meetings if the Program Manager is unavailable, and will assist the IWMA with any matters in the Program Manager's absence. The Account Manager is accountable for ensuring execution of the agreement and managing changes to the agreement that may arise over the term of the contract. Job functions include:

- Ensure a smooth transition to the new contract.
- > Provide overall project direction.
- Attend QA/QC meetings with IWMA representatives to discuss any areas which may need attention and to present any recommendations for improvement, specifically addressing customer satisfaction and regulatory compliance.
- Make arrangements for the sampling / profiling of new waste streams or any wastes needing analytical testing.
- Scope special projects and provide estimates.
- Assure that all projects are completed within budget and as defined in the scope of work.

Our Regional Health & Safety Manager, **Russ Stogsdill**, will provide the following function in support of the field activities:

- Maintain all necessary files and records;
- ➤ Be available for consultation by the Project Manager;
- Modify health & safety equipment/ procedures based on data gathered at the project sites;
- > Provide occasional site audits to verify adherence to the site safety requirements.

STAFF QUALIFICATIONS

While Clean Harbors offers a wide range of comprehensive hazardous waste management services through a variety of facility types and technologies, we are, first and foremost, a service company. Our reputation as an industry leader rests on providing safe, environmentally responsible solutions to our customers. The people behind those solutions are the most vital asset of all. Clean Harbors' recruiting and hiring processes ensure that only the top candidates are hired. We select promising professionals from numerous disciplines to join our skilled team.

Clean Harbors maintains an exceptionally qualified and experienced staff for contracted HHW management services. Our management team has been carefully selected to achieve the most effective blend of disciplines, such as hazardous waste technology and science, environmental law and regulations, safety and industrial hygiene, transportation, and environmental protection. We believe this superior quality of our people is a key factor in the excellent level of service we provide.

The following table summarizes the qualifications and years of experience our proposed Key Personnel have.

Name, Address, Phone	Title	Qualifications/ Experience
Jen McLaughlin 880 Verdulera Street Camarillo, CA 93010 Phone: 805.914.1472	District Vice President	26 years Household Hazardous Waste and Environmental Industry experience. A.A. degree in Liberal Studies.
Rob Hubbard 880 Verdulera Street Camarillo, CA 93010 Phone: 805.504.7135	HHW Program Manager	10 years Household Hazardous Waste and Environmental Industry experience.
Russ Stogsdill 3495 Kurtz Street San Diego, CA 92110 Phone: 310. 283.7765	Regional Health & Safety Manager	8 years Household Hazardous Waste experience and 29 years of Environmental Industry experience. AAS degree in Occupational Health & Safety & CIHM.
Brant Hove 880 Verdulera Street Camarillo, CA 93010 Phone: 805.987.0217	Project Supervisor/ CleanPack Coordinator	8 years Household Hazardous Waste and Environmental Industry experience. B.S. degree in Geology.

Resumes for our proposed Key Staff are included on the following pages.

a.	Name, Title & Local Company Address:					
	Rob Hubbard HHW Program Manager Clean Harbors Environmental Services 880 West Verdulera Street Camarillo, CA 93010					
b.	Corporate Address:					
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061					
C.	Years' Experience – With This Firm: 10 With Other Firms: 0					
	Educations Bounca(s) / Occasiolization C. Liverson / Bouistage					
d.	Education: Degree(s) / Specialization & Licenses / Registrations					
	College Coursework in General Education – 1.5 years					
	Various Hazardous Waste Training					
	CleanPack Chemist Training					
e.	Other Experience and Qualifications:					
	As an HHW Program Manager, Mr. Hubbard has oversite of multiple HHW programs throughout the Ventura/Santa Barbara area. He is responsible for managing a team of both full and part time technicians during HHW operations at both permanent and temporary collection events. Additional responsibilities include ensuring all training is completed for site personnel, management of vendors, invoicing, site walks, and contract management.					
	Prior to taking on the responsibility of HHW Program Manager, Mr. Hubbard worked as a HHW Supervisor for Clean Harbors. In that role, Mr. Hubbard was responsible for the on-site supervision of all site staff at HHW events. This included supervision of acceptance, segregation, waste packaging, transportation activities and all related paperwork. In addition, Mr. Hubbard has experience in screening, segregating, inventory and packing all waste collected as well as providing identification for unknown wastes by conducting onsite "Fingerprint" tests.					
	 Mr. Hubbard began his career at Clean Harbors in September 2011, his previous positions have included HHW Technician, InSite Technician, Chemist and HHW Supervisor. 					

Environmental & Health and Safety Training: 40-Hour OSHA HAZWOPER 8-Hour OSHA HAZWOPER Annual Refresher 8-Hour Annual RCRA Training 16-Hour First Responders Operations Training DOT Regulations Training for Hazardous Materials Employees Blood-borne Pathogens Training HHW Supervisor Training Cylinder Evaluation and Shipment Training Organic Peroxide Packing & Shipping Training Mercury Packing Training PCB Packing and Shipping Training Healthcare Hazard Awareness Training NFPA Oxidizer Training Battery Packing and Shipping Training Federal Motor Carrier Safety Administration Training Fatigue Management Training

Name, Title & Local Company Address: a. **Brant Hove Technical Services Branch Manager** Clean Harbors Environmental Services 880 West Verdulera Street Camarillo, CA 93010 b. **Corporate Address:** Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061 2 **Years' Experience – With This Firm:** 8 With Other Firms: C. d. Education: Degree(s) / Specialization & Licenses / Registrations B.S. Geology, California Lutheran University, Thousand Oaks, CA Various Hazardous Waste Training First Aid/AED Certification Other Experience and Qualifications: e. As a Technical Services Branch Manager, Mr. Hove has responsibility over CleanPack, Retail, as well as Transportation and Disposal services for the Technical Services location in Camarillo, CA. Working with his team of Project/Program Managers, Mr. Hove oversees day to day operations for all technical service operations, ensures compliance with training and safety requirements, and worked with the customer service group to ensure customer satisfaction. Mr. Hove also has direct oversight of CleanPack Chemists, Retail Technicians, and Class A commercial drivers at several key customer locations. Mr. Hove joined the Clean Harbors team in November 2014. as a Regional CleanPack Coordinator, in this position Brant oversaw the daily operations of his region's CleanPack® Division. His responsibilities included supervising chemists, organizing personnel and equipment, supervising all large-scale household hazardous waste collection events and lab pack projects, and ensuring the health and safety of his employees. In November 2018 Mr. Hove was promoted to the Technical Services Branch Manager position. In April 1991, Mr. Hove began his career in the Environmental/ Hazardous Waste industry as an Environmental Geologist at MSE Environmental. In between his time at MSE and Clean Harbors., Mr. Hove had a career as a high school teacher of Chemistry and AP Environmental Science. **Environmental & Health and Safety Training:** 40-Hour OSHA HAZWOPER 8-Hour OSHA HAZWOPER Annual Refresher 8-Hour Annual RCRA Training DOT Regulations Training for Hazardous Materials Employees Blood-borne Pathogens Training

- HHW Supervisor Training
- Organic Peroxide Packing & Shipping Training
- Mercury Packing Training
- PCB Packing and Shipping Training
- Battery Packing and Shipping Training
- Federal Motor Carrier Safety Administration Training
- Fatigue Management Training

a. Name, Title & Local Company Address:

Jen McLaughlin

District Vice President Clean Harbors Environmental Services 880 West Verdulera Street Camarillo, CA 93010

b. Corporate Address:

Clean Harbors Environmental Services 42 Longwater Drive

Norwell, Massachusetts 02061

c. Years' Experience – With This Firm:

16 With Other Firms:

10

d. Education: Degree(s) / Specialization & Licenses / Registrations

A.A., Liberal Studies – Moorpark College CPR | First Aid Certified

Various Hazardous Waste Training

e. Other Experience and Qualifications:

- Ms. McLaughlin has over 26 years of HHW experience.
- As the Technical Services District Vice President, Jen McLaughlin, has oversight over all of the Southern California Service Centers in her division. She stays in constant communication with his team of Operations Managers, as well as Health and Safety, Sales, Purchasing, Logistics, and Finance to ensure that the business mix meets both Company and customer expectations.
- Ms. McLaughlin previously held the Technical Services Operations Manager position, where she oversaw the scope of operations performed by the field group including: emergency response hazardous waste clean-ups; lab pack services; routine waste transportation and disposal, household hazardous waste collections; providing health and safety supervision; and project oversight.
- Ms. McLaughlin also previously held the position of Regional HHW Specialist. She was
 responsible for project scoping and quoting, maintaining customer satisfaction, and ensuring
 a consistent level of service from all Clean Harbors product lines for the Company's HHW
 clientele within Southern California. Ms. McLaughlin had accepted this position in 2007
 following Clean Harbors' acquisition of her employer -- Teris, LLC (d/b/a MSE Environmental)
 in August 2006.
- Prior to the acquisition, Jennifer McLaughlin was a Project Manager and Field Chemist for Teris/MSE's Household Hazardous Waste and Agricultural Chemical Programs. Her duties included project development and management, preparation of HHW Work Plan / Health and Safety Plan, and post-collection event document preparation.
- Ms. Jennifer McLaughlin has served on the Board of Directors for The Pesticide Stewardship Alliance.

f. | Environmental & Health and Safety Training:

- 40-Hour OSHA HAZWOPER & 8-Hour OSHA HAZWOPER Annual Refresher
- 24-Hour RCRA Training
- DOT Training for Hazardous Materials Employees
- Federal Motor Carrier Safety Administration & Clean Harbors' Driver Policies and Procedures
- Blood-borne Pathogens Training
- Respirator Fit Test
- HHW Supervisor Training
- Unknown Waste Material Fingerprint Analysis Training

Name, Title & Local Company Address: a. Kelly Kraft Account Manager Clean Harbors Environmental Services 880 West Verdulera Street Camarillo, CA 93010 b. **Corporate Address:** Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061 15 With Other Firms: 8 **Years' Experience – With This Firm:** C. d. Education: Degree(s) / Specialization & Licenses / Registrations Hospitality, Associate in Science (AS)- Santa Barbara City College Other Experience and Qualifications: e. As an Account Manager, Kelly Kraft is responsible for increasing and maintaining customer accounts, monitoring accounts to ensure customer satisfaction, and presenting new services and market segments to grow the business. Mr. Kraft performs many service support functions including quoting, profiling, and contract administration; as well as maintaining collections within company terms and ensuring accuracy of customer quotes and invoices. Prior to his position as an Account Manager, Kelly Kraft began his career at Clean Harbors in July 2008 as a Chemist at Vandenberg Air Force Base, then a Program Manager at Skyworks Solutions, and The Santa Susana Field Lab. Before joining Clean Harbors, Mr. Kraft worked for Safety-Kleen, Inc. He began his career at Safety-Kleen in September 2000. His positions at Safety-Kleen included Branch Manager, Account Manager, and a Sales and Service Driver. Mr. Kraft was responsible for the sales growth, retention of customers, customer satisfaction, profitability, operational controls, health and safety performance and regulatory compliance of the Branch. f. **Environmental & Health and Safety Training:** 40-Hour OSHA HAZWOPER 8-Hour OSHA HAZWOPER Annual Refresher 24-Hour RCRA Training DOT Training for Hazardous Materials Employees Respirator Fit Test

Blood-borne Pathogens Training

Name, Title & Local Company Address: a. Russ Stogsdill Regional Health & Safety Manager Clean Harbors Environmental Services, Inc. 3495 Kurtz Street San Diego, California 92110 b. **Corporate Address:** Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061 Years' Experience – With This 12 With Other Firms: 19 C. Firm: d. Education: Degree(s) / Specialization & Licenses / Registrations AAS Occupational Health & Safety, Columbia Southern University Certification Industrial Hygiene Management (CIHM) **Experience and Qualifications:** e. Mr. Stogsdill has over 10 years of HHW experience and has served as the Regional Health and Safety Manager over Clean Harbors Southern California Technical Services region since 2011. As the Regional Health & Safety Manager, Mr. Stogsdill is responsible for the health and safety of all Technical Service employees in the South Western Region; communicating with our field employees regarding onsite health and safety issues; auditing of our internal facilities; and accountable for all health and safety statistics, tracking and reporting. Mr. Stogsdill maintains a working relationship with local, city, state, and county agencies, and local medical clinics to effectively communicate elements of Clean Harbors' safety training and compliance programs. Duties include conducting on-site health and safety audits and inspections, review and develop work and site plans and managing employee safety training programs. Oversee and manage health & safety representative(s), audit performance and compliance with policies, programs, and procedures. Also participate in corporate health and safety program development and implementation and conduct training of employees. Russ Stogsdill held EH&S Specialist/Technician positions for nineteen years on the generator side of the industry prior to joining Clean Harbors in 2011. Russ managed all aspects of Hazardous Waste for large quantity generator status facility. Assisted with environmental health & safety ISO 1400 facility. He planned and implemented educational meetings to instruct employees in matters pertaining to occupational safety and health, injury prevention and environmental compliance. Mr. Stogsdill conducted incident investigations and developed corrective action plans using 6 Sigma tools including Root Cause Analysis.

f. Environmental & Health and Safety Training: 40-Hour OSHA HAZWOPER 8-Hour OSHA HAZWOPER Annual Refresher & OSHA Hazardous Waste Supervisor 24-Hour RCRA DOT HM151/215 Respiratory Program Administrator Workplace Safety Inspections CPR/First Aid Hazardous Waste Operations and Emergency Response Technician Confined Space Entrant Attendant & Supervisor OSHA Recordkeeping

STAFF TRAINING

Clean Harbors is first and foremost a service company. The Company's reputation as an industry leader rests on providing safe, environmentally responsible solutions to our customers. The people behind those solutions are the most vital asset of all; therefore, our recruiting and hiring processes ensure that only the top candidates are selected as employees.

The following table outlines the current minimum training requirements established for each job function related to HHW operations. NOTE: In the state of California, Position/Function of Off-Loaders is required to have Medical Surveillance/Clearance and Respirator Clearance, and 24-Hour Hazardous Waste Operators Training 29 CFR 1910.120. Field is noted with "CA" when applicable.

	Position/Job Function					
Training Required	Project Manager	Chemist	Technician	Other (off- loaders, etc.)	Other (traffic control, greeters, etc.)	
40-Hour Hazardous Waste Operations & Emergency Response 29 CFR 1910.120	X	X				
24-Hour Hazardous Waste Operations Training 29 CFR 1910.120			X	CA		
8-Hour OSHA Annual Refresher Training	X	X	X			
Clean Harbors' HHW Training for Project Managers and Supervisors	X	X				
Unknown Waste Material Fingerprint Analysis Training		X				
HMTS DOT Hazardous Materials Transportation Skills Training	X	X	X			
HHW Site Safety Meeting	X	X	X	X	X	
Medical Surveillance/ Clearance	X	X	X	CA		
Respirator Clearance	X	X	X	CA		

Clean Harbors has a very rigorous evaluation program in place to ensure that the Drivers we hire are qualified and experienced too. The Company requires three years of experience, a driving record background check, and a road test prior to employment. All newly hired drivers undergo a 16-hour training course to familiarize them with the Company policies and procedures. A yearly 8-hour refresher course, as well as an evaluation of driving skills and driver record, is required annually thereafter.

C. TECHNICAL WORKPLAN

DEDICATED STAFF

Based on our understanding of the RFP, Clean Harbors plans to employ two dedicated full-time employees to this program. The Project Manager/Site Supervisor and Field Technician will work Tuesday through Saturday each week. Tuesdays will be dedicated primarily to Retail pickups, Wednesday and Thursday will primarily include VSQG Business Collection and Fridays and Saturdays focus will be residential collections. Supplemental retail pickups, waste shipments and additional management will be scheduled throughout the week. Additional support staff will be added on HHW operation days and as needed to support the success of the programs. We would like to propose keeping our dedicated truck as well as a small office set up at the Cold Canyon Landfill for the team to mobilize from.

DAY-TO-DAY OPERATIONS AT PHHWCF

Clean Harbors will ensure the safety of all employees and customers is maintained at all times at the facility. All facility operations will be performed in compliance with the facility specific DTSC Permit and Operations Plan.

HHW management is a core business line to Clean Harbors and we continually stay abreast of the latest regulations related to HHW management. We will also ensure all facility operations and associated waste management is in strict compliance with all applicable current and future local, state, including 22 CCR §66260.1 et seq., and federal laws/ regulations and industry best practices. Clean Harbors will be up to date on all statutes and regulations pertaining to the operations of the PHHWCF at all times. We are thoroughly knowledgeable on the requirements of the Department of Resources Recycling and Recovery (CalRecycle) programs, such as the Mercury Thermostat Collection Act, Battery and Paint Stewardship Acts, etc. and the issues relating to the environmentally sound management and recycling of electronic waste. Clean Harbors will obtain all regulatory permits, approvals or other authorizations required to operate the Facility, except for those from DTSC, which shall be obtained by the County.

Clean Harbors will provide an appropriate number of qualified personnel, including one Site Supervisor/Chemist, Field Technicians and Greeter as needed for each operating day of the PHHWCF. Additional technicians or drivers will be provided as necessary. Clean Harbors will notify the IWMA whenever temporary staff are needed at the facility and we will always ensure all temporary staff meet the safety and training requirements applicable to the facility and operations plan.

PHHWCF Schedule - (*PROPOSED*)

Clean Harbors would like to propose the following schedule for residents.

PHHWCF	STAFFING (i.e., 1 x Site Manager, 1 x Site Technician)		O OPERATING S / TIME
Cold Canyon PHHWCF	1 x Site Manager, 2 x Site Technician, 1 Greeter/Traffic	Fri. & Sat.	11AM-3PM
Chicago Grade PHHWCF	1 x Site Manager, 1 x Site Technician, 1 Greeter/Traffic	Saturday	11AM-3PM
Paso Robles PHHWCF	1 x Site Manager, 1 x Site Technician, 1 Greeter/Traffic	Saturday	11AM-3PM
Heritage Ranch PHHWCF	1 x Site Manager	Friday	9AM-11AM
Morro Bay PHHWCF	1 x Site Manager, 2 x Site Technician, 1 Greeter/Traffic	Saturday	11AM-3PM
Nipomo PHHWCF	1 x Site Manager, 1 x Site Technician, 1 Greeter/Traffic	Saturday	11AM-3PM

Waste Segregation and Management Methods

This outline below identifies the proposed segregation, identification, packaging, and disposal method for each waste stream. Clean Harbors understands that the IWMA's disposal method hierarchy is reuse, recycle, neutralization/treatment, fuel incineration, destructive incineration, and landfill.

Initial Waste Scanning and Acceptance Criteria

Clean Harbors understands all participants must be residents of the San Luis Obispo County. Clean Harbors will provide a greeter during all facility operating hours. In addition to greeting the participants, the greeter will verify appointment details and provide participants instructions. Our greeter will verify the participant meets program eligibility criteria prior to allowing any "drop-in" participation in the program.

After being greeted, all loads will be visually inspected before they are unloaded. The unloaders will visually scan the waste for unknown, unacceptable waste and/or suspected business waste claimed to be Household Hazardous Waste at this point.

Attempts will be made to ensure all materials accepted are known and properly labeled. Waste that is not in their original containers will be accepted as "known" waste provided they are labeled and/or identified by the resident. If unmarked, unlabeled or unknown waste is seen during the screening process the participant will be asked a series of questions to try to determine the contents of the unknown waste. If the contents are identified by the participant our staff will write the contents of the waste on the container. Depending on the risks, unknown waste may be deemed acceptable by Clean Harbors staff; all accepted unknown waste will be field tested and categorized by our experienced staff and then packaged for disposal via incineration.

Clean Harbors will accept all Household Hazardous Waste streams as directed by IWMA in conjunction with criteria specified in the RFP.

Unacceptable Wastes

Clean Harbors typically does not accept the following HHW/ VSQG waste:

- Large Quantities of Unknown Waste
- Large Quantity Generator Waste
- Radioactive Materials
- Ammunition
- Explosive Devices and Chemicals as defined in 49 CFR, Section 173, with the exception of small quantities of Marine Flares
- Compressed Gas Cylinders other than 5 gallon or smaller cylinders of Propane, Map Gas, Butane and Freon.

In the case of other unacceptable wastes, Clean Harbors and the IWMA should collaboratively determine the actions to be taken. The difficulty lies in weighing the cost impact to the program, against the potential liability of turning away the participants. Some jurisdictions feel that it is simply too dangerous to put the load back on the road due to risk of accident, or future discovery of abandoned waste. Clean Harbors can often accept the materials if a cost recovery plan with the IWMA can be implemented, if this is what the IWMA desires. Clean Harbors will follow all applicable federal, state, and local laws and IWMA policy in managing such wastes including, but not limited to, properly securing, storing, transporting, and disposing of such wastes.

Should the determination to reject the waste be made, Clean Harbors will advise the participant of possible solutions for the safe and legal disposal or recycling of the rejected waste. Clean Harbors will notify the IWMA prior to accepting or rejecting usual wastes. Rejections or acceptance of unusual wastes, large loads, or potential business wastes must be approved by the IWMA, or Clean Harbors' Program Manager, if IWMA staff is unavailable, prior to rejection or acceptance. Clean Harbors will collect adequate documentation for all unusual wastes, large loads, or suspected business waste accepted, including but not limited to, accurate contact information, address, and telephone number of the waste generator. Clean Harbors will also complete a detailed waste inventory and take photographs of the unusual waste loads.

Clean Harbors will refer residents with unacceptable HHW.

Screening and Handling of "Unknown" Waste

All unknown materials received at the PHHWCF will be managed in the following fashion:

- The technician unloading the material will scan the load for anything that is not in its original container, (i.e., glass jars, coffee cans, milk jugs, etc.).
- The technician will ask the participant if they know the contents of the containers and will relay that information to the screening chemists.

- The chemists will observe characteristics such as color and physical state, (i.e., liquid, solid, gaseous, semi-solid, etc.), and any other indications of the material.
- Once the initial observations are made on the material, it is then taken to the Unknowns Testing Area.

Procedures for Screening Large Loads

Clean Harbors' staff has the training and flexibility to screen large loads quickly and efficiently. When a large load arrives, priorities will be to mitigate potential problems such as:

- Keeping all areas from backing up
- Removing articles from all aisle ways or escape routes
- Removing items from boxes and placing them onto screening tables

For leaking and/or unusually loads, the staff will:

- Unload these materials with a forklift
- Seal leaking containers, and if necessary
- Clean up any spills

If necessary, any large loads will be directed to a designated area to be unloaded, if necessary, to avoid traffic backups.

Suspected Business Waste

Clean Harbors staff will closely screen all loads for potential businesses. There are a few key load characteristics that will cause our staff to question whether the material is business or resident waste. Some of these characteristics include:

- Unusually large loads
- Company name on containers, or on the transport vehicle
- Several of the same types of containers

If a participant arrives and it appears as if the waste has been generated from a business, the Supervisor will be notified and will determine the generator status:

- 1. Asking the participant "Is this waste from a business?"
- 2. If participant replies "yes", the Unloading Supervisor will then provide them with information about the IWMA's VSQG Program. If the participant continues to claim that their material is not business waste, the unloading supervisor can ask them to sign a waiver form certifying that the materials being dropped off is not business waste at the IWMA's discretion. The form requires the participants to fill in their Full Name, Driver's License Number, Vehicle License Number, Address and reason why the load is so unusual (i.e., one-time clean-up of grandparent's garage, hobby, etc.) The information

- gathered will be used for tracking purposes and for maintaining a database. This process generally deters businesses from attempting to pass off business waste as resident waste.
- 3. A logbook of waiver forms will be kept on site. By keeping a logbook, it is easy to check for repeat offenders. We will also inform the IWMA Contract Administrator of the situation.

Clean Harbors will work with the IWMA to develop a system for rejecting loads. The difficulty lies in weighing the cost impact to the program, against the potential liability of turning away the participants. Some jurisdictions feel that it is simply too dangerous to put the load back on the road due to risk of accident, or future discovery of abandoned waste. It is generally recommended that the materials be accepted at the site, and if desired, a cost recovery mechanism may be implemented.

Radioactive Waste Screening Procedures

Occasionally, radioactive materials have been inadvertently collected at HHW programs. It is recommended that these materials be isolated in accordance with the recommended buffer zones and mitigation measures. Clean Harbors will arrange for the transportation of these materials through our subcontractor unless directed otherwise by the IWMA.

Vehicle Unloading

Clean Harbors will have the responsibility of unloading all waste from participants' vehicles. All participants will be asked to remain in their vehicle, and refrain from smoking, eating or drinking while in the unloading area. Unloading will occur after each load has been scanned for unacceptable waste.

Waste Classification and Segregation

Wastes will be segregated into DOT hazard classes, (flammable, corrosive, poison, reactive, etc.), and the compatibility subgroups, (acid or base), based upon information obtained from labels, the customer, or professional knowledge. Reference materials such as a Chemical Dictionary, Sax Industrial Hygiene, Waste Substance Library Data Base or Material Safety Data Sheets will be used to ensure proper categorization.

The classification of hazardous materials is a complex systematic process. The hazard class and category are often based upon the vehicle/solvent/carrier used (i.e., water, acid, base, alcohol, petroleum distillates, etc.). The concentrations of these, as well as other components determine the materials category. The screening staff will carefully evaluate each item using at a minimum, the following technical information:

- Label Information Chemical Components and Safety Data, Concentration and Vehicle or Solvents Used
- Product Information Material Safety Data Sheets (MSDS)
- Treatment/Recycling Facility Data Waste Codes and Acceptability

• Reference Data -

Chemical Dictionary, Sax Industrial Hygiene, Waste Substance Library

Products For Reuse

We understand the IWMA's desire to be able to divert as much HHW as possible and to be able to offer a reuse option to its residents. Our staff will select the products deemed as safe and reusable. They will date stamp the items and place them in the designated storage closet. All criteria of the Quality Assurance Program will be followed.

Packaging Procedures

All HHW will be packaged in accordance with the applicable Department of Transportation (DOT) packaging regulations under Title 40 CFR 262.30 and Title 49 CFR 173, 178, and 179. These regulations ensure that the packages will be able to withstand shipping safely. An overview of the general requirements is:

- Packages must be sturdy and strong enough to contain the hazardous materials so that there is no release of the material during shipping or storage
- The container must be selected so that it does not react with the contents causing gases or vapors to be generated.
- The DOT has determined what types of containers may be used to safely package hazardous materials and hazardous waste.
- When selecting a package, the handler must identify the material to be packaged, then refer to the DOT shipping regulations to determine the specifications of the container that must be used.

Clean Harbors will use UN approved containers to package the waste using the guidelines below for lab-packed or over-packed waste.

Container Size	Maximum Volume of waste
Cubic Yard Box	95 gallons/800-1000 pounds
55 Gallon Drum/ Conquest Box	22 gallons/ 220 pounds
30 Gallon Drum	12 gallons/ 158 pounds
16 Gallon Drum	8 gallons/ 105 pounds
10 Gallon Drum	4 gallons/ 38 pounds
5 Gallon Drum	2 gallons/ 26 pounds

The packaging method will be determined by the DOT prescribed shipping requirements found in 49 CFR 172.101. Each container will be properly identified with its hazard classification and DOT description. An inventory sheet that lists pertinent information including hazard class, a unique ID number, quantity, size and type of each container, etc. will accompany lab-pack containers.

The table below summarizes typical packaging methods for common HHW waste streams.

HHW Packaging Methods

TillW Fackaging Methods					
DOT Hazard Classification	Waste Stream	Packing Method	Recommended Container		
Consumer Commodity	Flammable Aerosols	Loosepack	55 G Drum		
Consumer Commodity	Non-Flammable Aerosols	Loosepack	55 G Drum		
3	Flammable Liquids	Loosepack	55 G Drum / CQB		
3	Oil-Based Paint	Loosepack	55 G Drum/ CY Box		
3	Paint and Paint Related	Loosepack	55 G Drum/ CY Box		
3(6.1)	Flammable Liquid, Toxic	Loosepack	55 G Drum / CQB		
4.1	Flammable Solid	Loosepack	55 G Drum / CYB		
4.2	Spontaneously Combustible	Labpack	5,30.55 G Drum		
4.3	Water Reactive	Labpack	5,30,55 G Drum		
5.1	Oxidizers	Labpack	5,30,55 G Drum		
5.2	Organic Peroxide	Labpack	5,30,55 G Drum		
6.1	Toxic	Labpack	55 G Drum / CQB		
8	Corrosives	Labpack	5,30,55 G Drum		
8	Household Batteries	Loosepack	5,30,55 G Drum		
9	Household Batteries	Loosepack	5,30,55 G Drum		
6.1	Household Batteries	Loosepack	5,30,55 G Drum		
9	Miscellaneous	Loosepack	5,30,55 G Drum		
Non-Regulated	Non RCRA Liquid	Loosepack	5,30,55 G Drum/CQB		
Non-Regulated	Non RCRA Solid	Loosepack	5,30,55 G Drum/ CQB/ CYB		
Non-Regulated	Latex Paint - Recyclable	Loosepack	55 G Drum/ CY Box		
Non-Regulated	Latex Paint - Recyclable	Bulk	55 G Drum		
Non-Regulated	Latex Paint - Non Recyclable	Loosepack	55 G Drum/ CY Box		
Non-Regulated	Latex Paint - Non Recyclable	Bulk	55 G Drum		
Non-Regulated	Motor Oil	Bulk	55 G Drum / Tank		
Non-Regulated	Antifreeze	Bulk	55 G Drum / Tank		
Non-Regulated	E-Waste	Loosepack	Palletize or CY Box		
Non-Regulated	Fluorescent Bulbs	Loosepack	Box		

CY = Cubic Yard Box, G = Gallon CQB= Conquest Box

Bulking Procedures

Clean Harbors has developed bulking procedures specifically for HHW operations. Clean Harbors will pour off (bulk) waste oil and antifreeze at the PHHWCF.

Bulking General Guidelines and Safety Precautions:

- 1. Only trained personnel will bulk materials. Required PPE will be worn at all times.
- 2. Staff will inspect the area where work is to be performed and clear the area of any unnecessary items that may present a hazard. Remove all ignition sources.
- 3. Personnel will know the location of spill and emergency response equipment. Equipment will be identified by orange safety flags (i.e., fire extinguisher, safety shower, etc.).
- 4. Personnel will observe all safety precautions for bulking (i.e., bonding and grounding of containers and drums)
- 5. All materials containing volatile organic compounds (solvents, paints, inks, etc.), will be closed at all times except during actual transfer between containers. Liquid spills will be contained and recovered immediately. All porous materials, such as cloth or paper, that are contaminated with volatile organic liquids will be stored in closed containers and appropriately disposed of.
- 6. Any bulking operations of solvents and other flammable materials will not commence until all vehicles have been unloaded.
- 7. Verify contents of waste prior to bulking.
- 8. Make sure contaminated clothing is removed in the decontamination area and disposed of properly.
- 9. Ensure the bulking area and equipment is cleaned and decontaminated at the end of the operations.

Supplies and Equipment Necessary for Bulking:

Personal Protective Equipment:

Blue Nitrile (Inner) Gloves Disposable Tyvek (Polycoated)
Steel-toe Safety Boots PVC Coated (Outer) Gloves

Respirators-Full-face/Organic Vapor/Acid Gas Cartridges

Safety Equipment:

Absorbent Fire Extinguishers

Shovels Brooms

First Aid Kit Emergency Eyewash/Shower
Non sparking tools Bonding and Grounding Straps

Funnels

Material Handling Equipment:

Carts Drum Dolly Forklift Pallet Jack

Labeling and Marking

As a drum is closed, it will be properly marked and labeled for transportation. Labeling and marking will include the unique drum/container identification number, profile number and manifest number, and DOT Hazardous Waste Markings and Labels when applicable.

Non-Hazardous Waste Management

Clean Harbors will segregate and place all non-hazardous waste in the appropriate receptacles for recycling or disposal. The IWMA shall provide the receptacles and waste management for the non-hazardous waste streams generated by the PHHWCF operations.

Unauthorized Waste Removal Policy

Our customers retain the services of Clean Harbors because they know that we offer a unique combination of highly skilled and experienced people coupled with state-of-the-art technology to help keep them in compliance while resolving their environmental service needs. Every time our employees are at a customer site providing services, they are ambassadors for the Company and reflect our dedication to best in class customer service and support. Most importantly, our customers recognize that Clean Harbors' employees will conduct their work to the highest standards of ethical behavior, as this is a fundamental condition of employment with our Company.

Clean Harbors has an established Ethical Behavior Policy (Policy SV 2.0) which every new employee is required to review and sign as they begin their career with Clean Harbors. The Policy prohibits dishonest conduct and explicitly states – "No employee may steal, misappropriate or misuse Company property or the property of any fellow employee or any customer."

The Company and its employees are regularly entrusted with customer property, including consumer retail products and/or hazardous and non-hazardous waste which the customer intends to have transported, stored, processed, destroyed and/or disposed in an environmentally sound manner. No employee may divert that material for personal use whether at a customer site or upon receipt from the customer for transport or upon receipt at one of our facilities. Any diversion of customer material for personal use or profit is not only a violation of the Company's Code of Ethical Behavior but also illegal and will be prosecuted.

Housekeeping & Site Maintenance

Site Maintenance

Clean Harbors will be responsible for maintaining the facility in a clean, safe condition, and reporting areas or items needing repair or maintenance to the IWMA.

Clean Harbors will promptly notify the IWMA in writing regarding unusual incidents including, but not limited to, injuries, damage to IWMA property, and damage to participants' property.

Clean Harbors Program Manager or Health and Safety Officer will perform quarterly safety and compliance inspections of the facility and provide the report to the IWMA's Program Manager or designee.

The IWMA's Project Manager or designee will conduct periodic safety inspections and will identify any areas of concern. Clean Harbors will remedy any deficiencies as soon as possible.

Clean Harbors recommends regular inspection of the interior and exterior of chemical storage buildings and secondary containment areas, for spilled and leaked wastes (and removal of spilled waste in a timely manner); inspection and maintenance of emergency spill response equipment and fire extinguishers; maintenance of aisle ways for emergency response; cleanup of trash and absorbent materials.

Clean Harbors will operate forklifts, trucks and other equipment in a safe manner to prevent injury and damage to the staff, public, and PHHWCF buildings, grounds, driveways, and fences.

Housekeeping, Facility Compliance and Security

Clean Harbors will maintain the PHHWCF in a neat and organized manner in order to attain a clean appearance and safe working environment at all times. This will include:

- Organized and orderly files and office spaces will be maintained
- Smoking will not be permitted in or near the facility
- Food and drinks will only be stored and consumed in the office area or outside the facility fence
- Paper and all debris will be picked up inside and along the perimeter of the facility
- The facility interior and exterior perimeter will be swept daily and as needed
- The facilities should be pressure-washed every six months or as needed
- All supplies will be stored within the interior fencing of the facilities, unless the IWMA's Project Manager or designee has approved otherwise
- Plastic sheeting on the floor will be changed weekly, or when needed, and all holes will be patched immediately
- Spills, splatters and debris will be cleaned up immediately
- Spills/residues on the outside of the bulking drums will be wiped off immediately
- All labels and markings will be legible from all viewing angles and be securely affixed to the containers
- All waste will be packaged and stored in the appropriate containers at the end of each day

- All materials/wastes will be stored in the appropriate designated storage areas of the facility
- The required aisle spaces will be maintained in all storage areas at all times
- All facility equipment, supplies, and materials will be properly stored within the
 interior fencing of the facility in designated locations unless alternative storage
 locations have been approved by the IWMA. All stored equipment, supplies and
 materials well be secured against inclement weather including, but not limited to, rain
 and wind
- We will ensure all buildings and gates are locked at the close of each day of operation

Pre- and Post-Operation Inspection

Clean Harbors will inspect the PHHWCF in compliance with the RFP and Permit by Rule (PBR) requirements. This includes daily pre and post operation inspections, on days of facility operation. These inspections will be utilized to verify the following:

- > compliance with waste storage limits (both volume and time limits)
- ➤ functionality of safety devices and fire suppression systems
- > general housekeeping compliance

PHHWCF Refurbishment

Each year in the fall, the Clean Harbors shall refurbish the six PHHWCF. We understand that refurbishment shall be scheduled during non-operating hours to avoid any conflict of schedules. Clean Harbors will work with professional contracts or internal specialty divisions to complete the refurbishment process. This will include the following:

- repainting the inside and outside of the six-metal hazardous waste storage buildings, the five-metal receiving/processing buildings and the five oil tanks.
- removing the grates and cleaning the sump in the five receiving/processing buildings
- > perform minor repairs as needed.
- provide all labor, equipment, and supplies, including paint, to provide this service.

RETAIL TAKE BACK COLLECTION PROGRAM

Clean Harbors will have our dedicated team manage the Retail Take Back Collection Program. We will provide supplies and equipment, as well as the truck needed to services these businesses.

We understand that all collected universal waste and sharps will be brought back to Cold Canyon Landfill PHHWCF for processing. Based on the current pickup volume of 7 to 16 stops per week, we plan on primarily servicing on Tuesday. We of course will add additional services to accommodate the requirements of servicing within four business days of a submitted request as well as the urgent pickups that will need to be serviced within 2 businesses days.

VSQG PROGRAM

Clean Harbors is proposing the following <u>amended</u> schedule for staffing and operations for business collection days.

PHHWCF	STAFFING (i.e., 1 x Site Manager, 1 x Site Technician)	PROPOSED OPERATING DAY / TIME	
Cold Canyon PHHWCF	1 x Site Manager, 1 x Site Technician	Friday	9AM-11AM
Chicago Grade PHHWCF	1 x Site Manager, 1 x Site Technician	Wednesday	9AM-11AM
Paso Robles PHHWCF	1 x Site Manager, 1 x Site Technician	Wednesday	1PM-3PM
Morro Bay PHHWCF	1 x Site Manager, 1 x Site Technician	Thursday	
Nipomo PHHWCF	1 x Site Manager, 1 x Site Technician	Thursday 1PM-3PM	

Clean Harbors understands that the IWMA is responsible for setting rates, making appointments, verifying CESQG business status, and informing the Clean Harbors of the scheduled appointments. Based on the questions answered, we are also of the understanding that IWMA will be collecting payment from the businesses and Clean Harbors will not be handling the financial transactions. Clean Harbors will provide all staff, materials, labor, tools and equipment necessary for conducting the VSQG Program, including, the following services:

- completing forms and surveys
- identification
- profiling

packaging

labeling

marking

• disposal

· manifesting

recycling

transportation

All work and preparation of materials under the VSQG Program will be conducted in accordance with all applicable Federal, State, and local laws, ordinances and regulations including Title 22 CCR 67450.25 as amended, and California Health and Safety Code Sections 25218-25218.12 and CFR 40.

Waste Packaging

All VSQG waste will be comingled with the HHW residential program's waste to maximize packaging and transportation efficiencies. It is our understanding that all payments will be made directly to IWMA, and Clean Harbors will not be responsible for handling the financial transactions with the businesses.

WASTE DISPOSAL METHODS

The following table summarizes disposal methods for the waste streams anticipated to be managed in the IWMA's HHW Management and Collection Services program.

HHW Disposal Methods

Tittiv Disposar Metrious					
Wastestream	Packaging Method	Disposal Method			
Acidic, L/S Inorganic	Labpack	Treatment/Destructive Incineration			
Acidic, L/S Organic	Labpack	Destructive Incineration			
Aerosols, Flammable	Loosepack	Destructive Incineration			
Aerosols, Corrosive	Loosepack	Destructive Incineration			
Aerosols, Poison	Loosepack	Destructive Incineration			
Antifreeze	Bulk	Recycle			
Asbestos	Loosepack	Landfill			
Basic, L/S, Inorganic	Labpack	Treatment/Destructive Incineration			
Basic L/S, Organic	Labpack	Destructive Incineration			
Batteries, Automotive	Palletized	Recycle			
Batteries, Household	Loosepack	Recycle			
Batteries, Mercury	Loosepack	Recycle			
Batteries, Nicad	Loosepack	Recycle			
Batteries Lithium	Loosepack	Destructive Incineration			
Batteries, Gel Cell	Loosepack	Recycle			
Caustic Alkali L/S	Labpack	Treatment/Destructive Incineration			
Compressed Gas Cylinders (limited acceptability)	Palletized or Loosepack	Recycle			
Corrosive L/S, Acidic	Labpack	Treatment/Destructive Incineration			
Creosols	Loosepack	Destructive Incineration			
Cyanide, L/S	Labpack	Destructive Incineration			
Empty Drum, Non-RCRA	Each	Recycle/Incineration/Landfill			
Fire Extinguishers	Palletized or Loosepack	Recycle			
Flammable Liquid	Bulk or Loosepack	Fuel Blending			
Flammable Liquid, Toxic	Loosepack	Destructive Incineration			
Flammable Solid	Loosepack	Destructive Incineration			
Fluorescent Lights	Loosepack	Recycle			
Freon – Cylinders	Loosepack	Recycle			
Freon (Liquid)	Loosepack	Recycle or Incineration			

Wastestream	Packaging Method	Disposal Method
Fusee (Road Flares)	Labpack	Destructive Incineration
Latex paint	Loosepack	Recycle
Latex paint, PCB Contaminated	Loosepack	Destructive Incineration
Lead Paint Waste	Loosepack	Destructive Incineration
Mercury Compounds	Labpack	Recycle
Mercury, Elemental	Labpack	Recycle
Nitric Acid	Labpack	Treatment
Non-RCRA Liquid or Solid	Loosepack	Destructive Incineration or Landfill
Non-RCRA Semi-Solids	Loosepack	Destructive Incineration or Landfill
Oil Filters	Loosepack	Recycle
Oil Base Paints	Loosepack	Fuel Blending
Organic Peroxide, Type D, Liquid/Solid	Labpack	Destructive Incineration
Other Reactive	Labpack	Destructive Incineration
Oxidizing L/S Acidic	Labpack	Destructive Incineration
Oxidizing L/S Basic	Labpack	Destructive Incineration
Oxidizing L/S Neutral	Labpack	Destructive Incineration
Oxidizing L/S Corrosive	Labpack	Destructive Incineration
PCB Ballasts	Loosepack	Destructive Incineration
PCB Waste	Loosepack	Destructive Incineration
Propane Cylinders	Loosepack	Recycle
Self-Heating Substances	Labpack	Destructive Incineration
Toxic Liquid, Flammable	Loosepack	Destructive Incineration
Toxic Liquid/Solid	Loosepack	Destructive Incineration
Waste Oil	Bulk	Recycle
Waste Oil, Contaminated with Chlorine	Bulk	Destructive Incineration
Waste Oil and Diesel Mixtures	Bulk	Fuel Blending
Waste Oil and Water Mixtures	Bulk	Recycle
Water Reactive L/S	Labpack	Destructive Incineration

Clean Harbors will conduct weekly safety meetings with all staff which will address procedures for communications, spills, emergency evacuation, first aid, ppe, waste handling & packaging.

Clean Harbors is responsible for its employees' compliance with all environmental, health and safety training and regulations. All staff provided by Clean Harbors will have current 40 hour

Hazardous Waste Operations and Emergency Response ("HAZWOPER") Training and receive annual eight hour refresher training in accordance with Title 8 of the California Code of Regulations, Section 5192. Additional training, such as HM 181 (HM126), SB 198, respiratory protection, etc., will be provided to Clean Harbors' staff as required by state and federal laws.

Clean Harbors will prepare a written Injury and Illness Prevention Plan, Respiratory Protection Plan, and other additional written plans as required for on-site job functions. Training documentation and written plans will be available at the PHHWCF and provided to the IWMA, County, CUPA, DTSC, Cal/OSHA and other State and local regulators upon request. The following will be available at the PHHWCF:

- Written Injury and Illness Prevention Plan
- Respiratory Protection Plan
- Facility Operations and Health and Safety Plan
- Hazardous Material Transportation Security Plan
- Safety Data Sheets intended to provide workers and emergency personnel with the safe use and potential hazards associated with a particular material or product
- Training documentation (i.e., HAZWOPER certificates, fork lift, etc.); and
- Additional written plans as required for on-site job functions prior to commencing work

We will exercise utmost precaution for the protection of Clean Harbors and IWMA staff, the public, site personnel, and property. All care will be employed to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws. We are proud of our consistent, industry-leading safety performance and believe that our efforts provide you with safe, efficient and effective service.

Supplies and Equipment

Clean Harbors will provide all equipment, vehicles, and materials for performing the work covered under this RFP unless designated as the IWMA's responsibility. The following pages outline the key equipment and material resources Clean Harbors will provide and utilize in the operation of the PHHWCF.

Clean Harbors will provide the following PHHWCF Equipment and Supplies at a minimum.



Clean Harbors PHHWCF Equipment and Supply List Packaging and Loading

- DOT Approved Drums
- ♦ Drum Liners
- ♦ Absorbent Packing Material (Vermiculite)
- ♦ DOT Approved Drum Labels
- ♦ Hazardous Waste Manifests
- ♦ Plastic Bins. Tubs. Buckets
- ♦ Hazardous Waste Markings
- Bulking Funnels and Screens
- ♦ Grounding Straps
- ♦ Compliance Guides
- Chemical Dictionaries

Unknown Substance Identification

- ♦ Glassware and Disposable Containers
- ♦ pH Paper
- ♦ Oxidizer Paper

Security

♦ Barricade Tape, Flags and Signs

Spill Control & Emergency Response

- ♦ Shovels and Brooms
- Polyethylene Sheeting
- ◆ Absorbent (Ultrasorb, Pads)
- ♦ Disposable Towels
- Polyethylene Bags
- Duct or Electrical Tape
- Plastic Bins, Tubs or Buckets

Personal Protective Equipment

- ♦ Tyvek Disposable Coveralls
- ♦ Steel toe boots with metatarsal guards
- ♦ Chemical Resistant Gloves
- Safety Glasses and Goggles
- ♦ Traffic Vests
- ♦ Face Shields
- ♦ Raingear

Traffic Control Equipment

- ♦ Survey Clipboards
- Traffic Vests

Personal Protective Equipment

Personal Protective Equipment (PPE) is necessary when handling hazardous materials and during specific tasks to prevent physical contact (chemical and mechanical) with harmful substances as well as to prevent the inhalation of contaminants.

The types of PPE required to be utilized Clean Harbors personnel is specified in our Health & Safety Standard Operating Procedures.

Clean Harbors will supply, and ensure proper and adequate usage of, protective clothing and any other safety equipment that is required by local, State or federal agencies for our employees during all operations involving hazardous materials.

TRANSPORT AND DISPOSAL OF WASTE

Clean Harbors will be responsible for the proper transport and disposition of program generated waste.

Hazardous Waste Transportation

Clean Harbors provides most hazardous waste transportation services using our own organization, employees and resources. We transport thousands of tons of waste over millions of miles each year. Clean Harbors has all required licenses, permits and registrations to handle, package, transport, treat, recycle and dispose of hazardous materials and wastes throughout the United States and Canada.

Our fleet of over 10,000 licensed transportation vehicles is critical to providing turnkey environmental management services to our clients. Our drivers and milkrun service systems make up an integral part of Clean Harbors' waste management services. Whether a five-gallon pail needs to get picked up in a remote location in Wyoming or two truckloads per day need to be moved to maintain key production levels at a petrochemical plant, Clean Harbors has the logistic network to service the job.

Our national transportation logistics center is located in Norwell, Massachusetts with regional dispatch locations strategically placed across the Country. Central control is maintained to ensure vehicle maintenance and control of proper permitting. Local maintenance facilities are staffed by our own mechanics for maximum on-time performance.

All Clean Harbors' vehicles utilized for transporting waste are maintained in good operating condition; have all inspection stickers, permits and licenses as required by all local, State and Federal regulatory authorities for the transportation of hazardous materials and meet all US EPA and DOT requirements. Each vehicle will be equipped with the following:

- Fire extinguishers, spill control and clean up supplies, safety equipment and accident reporting kits.
- Racks, straps or other suitable devices to secure safety equipment and waste materials

Hazardous Materials Security Plan

Clean Harbors has developed and implemented a hazardous materials transportation security plan that meets the requirements of 49 CFR 172.800(b), in accordance with HM-232.

Hazmat transportation security awareness training is provided to our employees who are responsible for implementing our security plan. In addition, all hazmat employees receive training that provides an awareness of the security risks associated with hazardous materials transportation and methods to enhance transportation security. This training includes a component that covers how to recognize and respond to possible security threats.

Hazardous Waste Transportation Permits

Clean Harbors owns and operates vehicles for transportation of hazardous waste at various locations throughout the United States, Canada and Puerto Rico. All vehicles maintain current permits that meet Federal, State, and local laws and regulations.

Clean Harbors registered in the State of California as a hazardous waste transporter. We are also registered or authorized to transport hazardous waste throughout the contiguous United States. Clean Harbors will transport all waste to approved and licensed hazardous waste facilities.

Clean Harbors intends to self-perform the majority of the services provided to the IWMA. Clean Harbors strives to internalize transportation of our customers' waste. The IWMA can typically expect "Transporter 1" on their manifests and bills of lading to be populated with the name "Clean Harbors Environmental Services, Inc."

Name/Address	EPA ID Number	Contact	Phone
Primary Transporter			
Clean Harbors Environmental Services, Inc.	MAD039322250	Colleen	(781) 792-5764
42 Longwater Drive		Costello	
Norwell, Massachusetts 02061			

Although we have an extensive national transportation network, Clean Harbors must occasionally subcontract portions of long-haul transportation to a third-party transporter. Rest assured that in these instances, only those transporters which have passed our vigorous auditing process will be utilized. Potential third-party transporters are listed below.

It is the Clean Harbors' policy to utilize only those third-party transporters that have been audited and approved by the Clean Harbors' Transportation Compliance Department. Each "approved" vendor will then be periodically re-audited to ensure that the transporter continues to operate in an appropriate manner.

Clean Harbors Environmental Services Inc. Transportation Permits and Licenses

Authority	License / Permit Number	Expiration
US EPA Hazardous Waste Transporter*	MAD039322250	N/A
US DOT Pipeline & Hazardous Materials Safety Administration Hazardous Materials Certificate of Registration*	060320550422CE	06/30/23
US DOT Federal Motor Carrier Safety Administration Hazardous Material Safety Permit*	US-180743-MA-HMSP	03/31/24
California Highway Patrol Hazardous Materials Transport License*	132665	01/31/24
California Department of Toxic Substance Control Hazardous Waste Transporter Registration*	3500	04/30/23
California Department of Motor Vehicles Non-Expiring Motor Carrier Permit*	CA-0188448	N/A
California Department of Health Services Medical Waste Transporter Verification*	3500	N/A
California Department of Pesticide Regulation Pest Control Business License	41228	12/31/24
California Contractors State License Board C-12 HAZ A Contractors License*	720298	03/31/24
California Department of Industrial Relations Public Works Contractor Registration*	1000013713	06/30/23
California Department of Public Health Medical Waste Treatment Facility & Transfer Station Permit (Safety-Kleen Systems, Inc. – a Clean Harbors company)	TSOST-151	10/13/25
California Department of Public Health Trauma Scene Waste Management Practitioner Certificate*	TSW 246	2/16/24

Copies of the above transportation permits are located in Additional Information at the end of this proposal.

State Transportation Permit Summary

State	Permit #	Issuing Agency	Agency Address
Alabama	MAD039322250	Dept. of Environmental Management	1751 Cong. W.L. Dickenson Drive, Montgomery, AL 36130
Arkansas	H197	Highway Police	10324 Interstate 30, Little Rock, AR 72219
California	# 3500	Dept. of Toxic Substances Control	400 P Street, 4th Floor, Sacramento, CA 35812
Colorado	HMP-01736	Public Utilities Commission	580 Logan Street, Denver, CO 80203
Connecticut	CT-HW-112	Dept. of Environmental Protection	79 Elm Street, Hartford, CT 06106
Dade City	LW-00428-95		33 S.W. 2 nd Avenue, Suite 800 Miami, FL 33130
		Dept. of Environmental Resources Mgt	
Delaware	DE HW-330	Dept. of Natural Resources	89 Kings Highway, P.O. Box 1401, Dover, DE 19903
Delaware	DE SW-330	Dept. Of Natural Resources	89 Kings Highway, P.O. Box 1401, Dover, DE 19903
Florida	PMHX-04681	Dept. of Environmental Protection	2600 Blair Stone Road, Tallahassee, FL 32399-2400
Georgia	Vehicle Specific	Public Service Commission	244 Washington St., S.W., Atlanta, GA 30334
Illinois	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Indiana	N/A	Solid Waste Management Section Div.of Sanitary	Engineering State Board of Health, 1330 West Michigan St. Indianapolis, IN 46202
lowa	N/A	Iowa Department Of Transportation Motor Vehicle	Enforcement Group District #1 Office, P.O. Box 1484 Cedar Rapids, IA 52406
Kansas	MAD039322250	Dept. of Health & Environment	Forbes Field, Building 740, Topeka, KS 66620
Kentucky	MAD039322250	Dept. of Environmental Protection	18 Riley Road, Frankfort, KY 40601
Louisiana	#40985	Haz. Waste Mng. Div. Dpt. Of Env.	Quality, P.O. Box 44307, Baton Rouge, LA 70804
Maine	ME-HWT-105	Dept. of Environmental Protection	17 State House Station, Augusta, ME 04333
Maine	ME-WOT-001	Dept. of Environmental Protection	17 State House Station, Augusta, ME 04333
Maryland	HWH-160	Department of the Environment	2500 Broening Highway, Baltimore, MD21224
Massachusetts	MA-172	Dept. of Environmental Protection	One Winter Street, Boston, MA 02108
Michigan	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Minnesota	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Mississippi	21756	Hazardous Waste Branch Office of Pollution Control	Dept. of Environmental Quality, P.O. Box 10385 Jackson, MS 39289
Missouri	H-1338	Dept. of Natural Resources	P.O. Box 176, Jefferson City, MO 65102
Nevada	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
New Hampshire	TNH-0014	Dept. of Environmental Services	6 Hazen Drive, Concord, NH 03301-6509
New Jersey	Haz # 07259	Dept. Of Environmental Protection	401 East State Street, Trenton, NJ 08625
New Jersey	Solid- # 16666	Dept. Of Environmental Protection	401 East State Street, Trenton, NJ 08625
New York	MA-006	Dept. Of Environmental Conservation	50 Wolf Road, Albany, NY 12233
North Carolina	N/A	Haz. Waste Sec. Dpt. Of Env. Health	Nat. Res., P.O. Box 27687, Raleigh, NC 27611
North Dakota	WH-555	Dept. of Health	1200 Missouri Avenue, Bismarck, ND 58506
Ohio	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Oklahoma	# 3333	Dept. of Environmental Quality	707 North Robinson, Oklahoma City, OK 73101
Ontario	A860228	Ministry of the Environment	135 St. Clair Ave, W. Ste. 100, Toronto, Ontario M4V1P5
Pennsylvania	PA-AH-0312	Dept. of Environmental Protection	Rachel Carson State Office Bldg, Harrisburg, PA 17120
Pennsylvania (Bio)	PA-HC-0053	Dept. of Environmental Protection	Rachel Carson State Office Bldg, Harrisburg, PA 17120
	7610-0601-017601		5199 East Sherbrooke, Montreal, Quebec Hit 3x9
Quebec Phodo Joland	RI-387	Ministry of the Environment & Wildlife	
Rhode Island		Dept. of Environmental Management	235 Promenade Street, Providence, RI 02908
Rhode Island	RIMWTRAN-230	Dept. of Environmental Management	235 Promenade Street, Providence, RI 02908
South Carolina	039322250T	Dept. of Health & Environmental Control	2600 Bull Street, Columbia, SC 29201
Tennessee	MAD039322250	Dept. of the Environment	401 Church Street, Nashville, TN 37243
Texas	# 41315	National Resource Conservation Commission	P.O. Box 13087, Austin, TX 78711
Vermont	Veh. Specific	Dept. of Environmental Conservation	103 South Main Street, Waterbury, VT 05671
Virginia	MAD030322250-1	Dept. of Environmental Quality	Monroe Bldg., 101 N. 14th Street, Richmond, VA 23219
West Virginia	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Wisconsin	# 12102	Department Of Natural Resources	2300 North Dr. Martin Luther King Jr. Drive Milwaukee, WI 53212

Manifesting

Clean Harbors will provide all necessary shipping documents for the HHW Program in accordance with all Federal, State and Local regulations. Paperwork includes manifests, bill of ladings, packing lists, and container labels. Shipping documents and marking will be computer generated and printed for efficiency and to ensure legibility. Clean Harbors will sign completed manifests on behalf of the IWMA, as long as a Designation of Authorized Representative Letter has been executed by the IWMA.

Waste Loading

In the loading staging area, all containers will be thoroughly inspected for proper labeling, drum marking, and container integrity to ensure compliance with all DOT, RCRA, State, and Federal regulations prior to loading the waste onto the truck. Each container will be tracked on a truck inventory sheet, which specifies its unique drum identification number, drum size and type, and corresponding manifest line item. The truck inventory will be utilized to quality control check container count on the transportation vehicle once loading is complete. Once the vehicle is loaded all necessary placards will be displayed on the vehicle.

Waste Destination Facilities

Clean Harbors has a diverse array of TSDFs offering a wide assortment of environmental treatment technologies. All TSDFs to be utilized by Clean Harbors have appropriate local, regional, state, and federal licenses, permits, and registrations to perform the services proposed. It is the company's policy to utilize only those third-party waste storage, treatment, and/or disposal facilities that have been audited and approved by the Clean Harbors' Compliance Department. Each "approved" disposal facility will then be periodically re-audited to ensure that the facility continues to operate in an appropriate and regulatory compliant manner.

Clean Harbors will provide all scheduling services into approved TSDFs. We will manage the majority of the waste streams from the IWMA's HHW Program internally at our own TSDFs. We will utilize a small number of third-party disposal facilities to manage some of IWMA's recyclable waste streams. All of these third-party facilities have passed stringent audits by Clean Harbors and Clean Harbors takes title to all waste before they are sent to third party facilities.

If unacceptable wastes are to be managed, such as explosives, infectious waste or radioactive materials, they may be handled internally, or through specialty subcontractors. Clean Harbors audits and approves specialty subcontractors to handle any conceivable type of waste. Specialty subcontractors will be identified as required, as new waste streams are encountered.

Please see proposal section H.1 Proposed TSDFs for a list of TSDFs and Recycling facilities Clean Harbors may utilize to manage waste from the IWMA's HHW Program.

Upon acceptance at our receiving TSDF, the inbound manifest will be terminated, and Clean Harbors will assume generator status. The waste will be managed at the receiving TSDF or sent to a final facility on an outbound manifest listing Clean Harbors as the generator.

Primary Receiving Facility Permits and Licenses

Clean Harbors possesses all licenses, permits, certifications, registrations, insurance coverage and other qualifications required by local, state, and federal law to collect, transport, store, and dispose of hazardous wastes; and accepts and fulfills all responsibilities and obligations required by local, state, and federal enforcement agencies as owner and operator of its licensed treatment, storage and disposal facilities (TSDFs).

Clean Harbors owns and operates over 100 hazardous waste management facilities throughout the United States and Canada. These facilities offer the most diversified array of environmental technologies in the industry. The capabilities of these facilities include: resource recovery, incineration, treatment, thermal destruction, explosives management, stabilization, and secure land disposal.

The regulated waste collected through the IWMA's HHW Program will be shipped to one of the Clean Harbors TSDFs identified above. Once the waste is placed on a Clean Harbors vehicle for transportation to our facility, Clean Harbors takes title to the material. Upon acceptance at our TSDF, the inbound manifest listing the County as generator will be retired and at that point Clean Harbors will assume generator status. The waste will be managed at the receiving TSDF or sent to a final facility on an outbound manifest listing Clean Harbors as the generator.

Fact sheets summarizing the permits and licenses for the three primary receiving facilities are presented in section I. Licenses & Permits of this proposal. Facility audit packages are available upon request from your Clean Harbors Account Manager, Kelly Kraft.

Documentation to be Provided.

Clean Harbors will provide all the appropriate documentation, certificates and records as required by applicable federal, state, and local laws and regulations of the IWMA. All documentation shall be filled out clearly, correctly. The documentations to be provided by Clean Harbors include:

- 1. Bills of lading or non-hazardous waste shipping papers with unique tracking numbers
- 2. Hazardous waste manifests and continuations sheets
- 3. Lab pack inventory sheets
- 4. Certificates of destruction, decontamination, disposal and/or recycling
- 5. Monthly and annual Form 303
- 6. Program summary reports
- 7. Injury incident reports
- 8. Other reports and documents as requested by the IWMA Program Manager or designee

Appropriate copies of the documentation listed in items 1 through 3 above will be furnished to the IWMA's Program Manager at the time of waste shipment. The remaining documentation will be submitted within the timeframes agreed upon between Clean Harbors and the IWMA. Clean Harbors shipping records are scanned and uploaded onto our Win System which is accessible 24/7 for generator access.

Reconciliation of manifests including a letter of explanation for any shipping or manifest discrepancies will be provided to DTSC with a copy to the IWMA.

Closed originals of all uniform waste manifests signed by a duly authorized representative of the receiving TSDF shall be furnished to the IWMA's Program Manager within forty-five (45) calendar days of waste shipment. If Designated Facility to Generator copies are not received within the forty-five (45) days, the Proposer will file the appropriate Manifest Exception Reports with DTSC and a copy to the IWMA Program Manager or designee.

Clean Harbors will at all times during the transportation, storage, and disposal of waste managed under this contract, know the location, condition and status of each item being managed. Upon request Clean Harbors will provide the IWMA with written waste management progress reports. The progress reports shall include a listing of items removed, referenced by an appropriate identification number and uniform hazardous waste manifest number, shipping record tracking number, and a description of the location and status of wastes on a date of the written progress report.

Reporting

Upon award, Clean Harbors will work with IWMA to discuss what types of reports they would like to receive as well as the frequency.

SPILL PREVENTION & CLEAN-UP

Training of all Clean Harbors personnel stresses the importance of the proper handling and storage of waste. The Facility Operations Plan will also ensure daily checks regarding the performance of the staff and adherence to the use of proper Standard Operating Procedures. Clean Harbors will employ multiple methods during all phases of the operation to ensure the minimization of risk for spills and releases of hazardous wastes.

Spill Prevention

The following spill prevention methods will be employed during the collection and loading process:

- All containers will be checked to ensure the lids are secure and tightened.
- The integrity of each container will be inspected to ensure no evidence of previous leaks, holes, rust, dents, etc. that may cause the potential for future leakage.
- Carts used for offloading or onsite waste movement will offer secondary containment.
- All containers placed in carts will be secured to minimize shifting during movement of the cart.
- Carts, carboys and drums will be handled with due care as to minimize the risk of overturning or dropping.

The following spill prevention methods will be employed during packaging, processing, storage and transport.

• All waste will be removed carefully from the collection carts and placed on tables, in pans or in storage cabinets for further processing.

- All drums will be placed on pallets with secondary containment.
- Carts will be used to move containers throughout the processing area.
- Waste handling areas will be lined with plastic sheeting and bermed in case of leakage.
- Spill prevention and cleanup procedures will be reviewed with staff prior to all onsite bulking operations.
- Any temporary electrical cords or piping will be secured to the floor and taped.
- Proper housekeeping will ensure that no unnecessary items are in the processing areas to minimize tripping hazards.
- Carboys and drums will be handled with due care so as to minimize the risk of overturning or dropping.
- Vehicles will be parked against the loading dock and the dock plate secured (if applicable) to offer a smooth transition onto the vehicle.
- Containers will be properly secured with load locks during transport.

Spill Cleanup & Reporting

If loads are discovered to be leaking upon participant arrival at the PHHWCF our staff will immediately:

- Seal and/or overpack leaking containers
- And clean up spilled waste

If spills occur at the unloading stations and /or waste handling areas at the PHHWCF we will use the spill kits in these areas to quickly clean up the spills. During all operations at the PHHWCF all:

- Spills and splatters will be cleaned up immediately.
- Spills/residues on the outside of the bulking drums will be wiped off immediately.

All vehicles utilized for waste transport are equipped with the following:

• Spill kits with various spill control and clean up supplies, and accident reporting kits

For a more detailed description of our spill response, cleanup and reporting procedures, please see Clean Harbors:

- 1. Operations and Health & Safety Plan and
- 2. Emergency Response / Contingency Plan
- 3. Incident Notification & Investigation Form

These documents have been provided as separate pdf files submitted along with our proposal.

Site Access and Inspections

Clean Harbors is aware the IWMA shall have access to the Facility for the purpose of observing and inspecting the Facility and the Facility operations at any time.

Clean Harbors will perform all facility inspections in accordance with the facility Operations Plan. If any problems or issues are discovered during an inspection/audit immediate corrective actions will be taken to correct the problem/issue.

INSURANCE CERTIFICATE

Clean Harbors maintains a sophisticated risk management program including insurance coverage in at least the amounts indicated Appendix B to the RFP. The current policies provide multiple layers of coverage for greater liability protection for Clean Harbors and its customers. Clean Harbors also maintains an extensive Property Insurance Program insuring the physical assets of the company (buildings and equipment) for damage or destruction. Simply put, Clean Harbors provides more liability protection to its customers than any other company in the industry.

Under our insurance programs, coverage is obtained for catastrophic exposures, as well as those risks required to be insured by law or contract. It is our policy to retain a significant portion of certain expected losses related primarily to employee benefit, workers' compensation, commercial general and vehicle liability. Provisions for losses expected under these programs are recorded based upon our estimates of the aggregate liability for claims.

Clean Harbors Environmental Services, Inc. has the following insurance deductibles:

General Liability: \$2M

Workers Compensation: \$1M

Auto Liability: \$2M

Environmental Impairment Liability: \$1M

Contractors Pollution Liability: \$250K self-insured layer

Clean Harbors net worth and audited financial statements available at www.cleanharbors.com will show that our deductibles present no financial obstacle for Clean Harbors and guarantee the County the desired coverage with no risk of default.

Clean Harbors will provide insurance similar to the attached current insurance we provide the County, a copy of which is attached at the end of this section.

See Clean Harbors Standard Certificate of Insurance - (COI) on the following 3 pages.

Page 1 of 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the policy relative to the policy relative to the certificate does not express which the the certificate does not express the certificate does not exp

this certificate does not comer rights to the certificate holder in fieu of such endorsement(s).			
PRODUCER	CONTACT Willis Towers Watson Certificate Center		
Willis Towers Watson Northeast, Inc.	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-	467-2378	
c/o 26 Century Blvd	EMAIL	- WW WW W	
P.O. Box 305191	ADDRESS: certificates@willis.com		
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Starr Indemnity & Liability Company	38318	
INSURED	INSURER B: ACE American Insurance Company	22667	
Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive	INSURER C: Great American Insurance Company	16691	
Norwell, MA 02061	INSURER D:		
	INSURER E :		
	INSURER F:		
COVERAGES CERTIFICATE NUMBER: W28355135	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD			

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

INSR LTR		TYPE OF INSURANCE	ADDL	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
	X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	S 2,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	S 500,000
A	X	XCU					MED EXP (Any one person)	S 10,000
	X	Contractual		1000090736221	11/01/2022	11/01/2023	PERSONAL & ADV INJURY	S 2,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 4,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	S 4,000,000
		OTHER:						s
	AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	X	ANY AUTO					BODILY INJURY (Per person)	\$
A	X	OWNED SCHEDULED AUTOS ONLY		1000679502221	11/01/2022	11/01/2023	BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	X	MCS-90						\$
A	X	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	S 10,000,000
••		EXCESS LIAB CLAIMS-MADE		1000095587221	11/01/2022	11/01/2023	AGGREGATE	S 10,000,000
		DED RETENTION \$						s
		KERS COMPENSATION EMPLOYERS' LIABILITY					X PER OTH-	
A	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 2,000,000
	(Mar	datory in NH)	" "	1000005137 (AOS)	11/01/2022	11/01/2023	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
A	Wor	kers Compensation & Empl Liab		100 0005140	11/01/2022	11/01/2023	E.L. EACH ACCIDENT	\$2,000,000
	(AB	, AZ, IA, NJ, NY NC, VT, CT)					E.L. DISEASE - EA EMP	\$2,000,000
	Per	Statute					E.L. DISEASE-POL LMT	\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is follow form over the General Liability, Auto Liability, and Employer's Liability.
SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
Evidence of Insurance	gula MPowers-

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ACORD 25 (2016/03) The

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SR ID: 23889607

BATCH: 2899432

AGENCY CUSTOMER ID:	
1.00 #:	

NAMEDINSURED Clean Marbors Environmental Services, Inc. and its Affiliates



POLICY NUMBER

Willis Towers Watson Northeast, Inc.

ADDITIONAL REMARKS SCHEDULE

42 Longwater Drive Norwell, MA 02061 Page 2 of 3

See Page 1					
CARRIER		NAIC CODE			
See Page 1		See Page 1	EFFECTIVE DATE: See Page 1		
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM I	S A SCHEDULE TO ACO	RD FORM.			
	TITLE: Certificate of		Insurance		
INSURER AFFORDING COVERAGE: St				NATOH.	38318
POLICY NUMBER: 1000005138 (MA	_	_		NAICH.	36316
		,,			
TYPE OF INSURANCE:	LIMIT DESCRIPTION	:	LIMIT AMOUNT:		
Workers Compensation	E.L. EACH ACCIDEN		\$2,000,000		
& Employers Liability	E.L. DISEASE - EA		\$2,000,000		
Per Statute	E.L. DISEASE-POL	LMT	\$2,000,000		
INSURER AFFORDING COVERAGE: St	arr Indemnity & Lia	bility Com	pany	NAIC#:	38318
POLICY NUMBER: 1000679513221	EFF DATE: 11/01/	_	XP DATE: 11/01/2023		
TYPE OF INSURANCE:		SCRIPTION:			
Auto Liability (MA)		accident)	5,000,000		
Any Auto, Owned Autos only,	MCS-90				
Hired Autos only, Non-owned Au	itos only				
INSURER AFFORDING COVERAGE: AC	CE American Insuranc	e Company		NAIC#:	22667
POLICY NUMBER: COO G27416603 (008 EFF DATE: 11	/01/2022	EXP DATE: 11/01/2023		
TYPE OF INSURANCE:	LIMIT DESCRIPT	ION:	LIMIT AMOUNT:		
Contractor's Pollution Liabili			\$10,000,000		
	All Claims		\$10,000,000		
	SIR		\$250,000		
INSURER AFFORDING COVERAGE: AC	CE American Insuranc	e Company		NAIC#:	22667
POLICY NUMBER: COO G27416603 (008 EFF DATE: 11	/01/2022	EXP DATE: 11/01/2023		
TYPE OF INSURANCE:	LIMIT DESCRIPTION	:	LIMIT AMOUNT:		
Professional Liability	Each Claim All Claims		\$10,000,000 \$10,000,000		
	SIR		\$250,000		
	DIK		\$230,000		

ACORD 101 (2008/01)

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SR ID: 23889607 BATCH: 2899432 CERT: W28355135

AGENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

Willis Towers Watson Northeast, I	Inc.	Clean Harbors Environmental Service 42 Longwater Drive	es, Inc. and its Affiliates
POLICY NUMBER		Norwell, MA 02061	
See Page 1	T	4	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	
ADDITIONAL REMARKS		Elizabeta See Fage 1	
THIS ADDITIONAL REMARKS FORM IS	A SCHEDULE TO ACORD FORM.		
	TLE: Certificate of Liability	Insurance	
INSURER AFFORDING COVERAGE: Green POLICY NUMBER: PRE E603235 02		ny EXP DATE: 11/01/2023	NAIC#: 16691
TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:	
Pollution Legal Liability	Each Claim	\$10,000,000	
	Aggregate	\$10,000,000	

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BATCH: 2899432

CERT: W28355135

D. CONFLICTS OF INTEREST STATEMENT

Clean Harbors is unaware of any potential conflicts of interest pertaining to this contract with San Luis Obispo County – (IWMA). In the event a conflict arises, the Program Manager (and/or) Account manager will work with all parties involved to ensure an appropriate resolution is arranged.

E. CLIENT REFERENCES

Clean Harbors has extensive experience providing HHW services. The following three client references are clients within California who currently utilize Clean Harbors' HHW services.

City of Thousand Oaks

Spencer Silverstein, Sustainability Analyst

2100 E Thousand Oaks Blvd Thousand Oaks, California 91362

Phone: 805.449.2446 Email: ssilverstein@toaks.org
Contract Value: \$375,000 / year Service Dates: 2016 to July 2022
Key Clean Harbors Staff: Rob Hubbard-HHW PM & Russ Stogsdill-H&S Manager

Clean Harbors provides the City with a complete household hazardous waste program at the City of Thousand Oak's Permanent Household Hazardous Waste Facility. Included in our management of their Program are Very Small Quantity Generator (VSQG), limited door-to-door HHW pick-ups for elderly and physically limited residents, labor and all related work for the Material Reuse Program (MRP), consolidate, package, transport and manage hazardous materials, and provide public outreach and education about the City's solid waste and recycling programs.

County of Kern Waste Management Department

Denise Saucedo, Environmental Coordinator 2700 M Street, Suite 500 Bakersfield, California 93301

Phone: 661.862.5208 Email: saucedod@kerncounty.com
Contract Value: \$300,000 / year Service Dates: 1995 to April 2026
Key Clean Harbors Staff: Rob Hubbard-HHW PM & Russ Stogsdill-H&S Manager

Clean Harbors provides transportation and disposal of household hazardous waste from Kern County's permanent HHW collection facility. Other services provided include turnkey operation of temporary HHW collection events held at remote locations within the County; as well as packing, transporting, and disposing of landfill load check materials. The program accepts HHW, universal waste, e-waste and sharps.

County of Santa Barbara Public Works

Leslie Robinson, Program Specialist II 130 East Victoria Street, Suite 100 Santa Barbara, California 93101

Phone: 805.882.3615 Email: <u>lrobins@cosbpw.net</u>

Contract Value: \$500,000 / year Service Dates: August 2006 to June 2022 Key Clean Harbors Staff: Rob Hubbard-HHW PM & Russ Stogsdill-H&S Manager

Clean Harbors provides the transportation, management, recycling and disposal for the hazardous materials collected at the County's Community Hazardous Waste Collection Center, and complete management of 3 one-day collection events held annually in Santa Ynez and New Cuyama.

F. CUSTOMER SERVICE PLAN

Clean Harbors has reviewed the RFP requirements for this program and will provide the staffing levels and equipment outlined in the technical plan above to adhere to the following RFP objectives:

RECEIVE HHW FROM PUBLIC & VSQG PROGRAM

Receive HHW from the public at 6 PHHWCF facilities throughout the county of San Luis Obispo. All operations will be provided in a manner that is consistent with the Operations Manual for each PHHWCF. Clean Harbors will provide adequate staffing so that the public wait time shall not be excessive and any vehicle in line at closing time will be serviced prior to closing a site.

Clean Harbors will provide all necessary labor, supplies, and equipment to receive hazardous waste (HW), e-waste, and universal waste from the public and small business's. Tasks include:

- Preparing the PHHWCF to receive waste,
- Conducting a pre-operation inspection,
- Verifying that disposal material, volume and/or weight is within State regulated standards and guidelines,
- Providing onsite traffic control,
- Receiving HHW from the public,
- Maintaining a visitation/deposit log,
- Identifying the HHW,
- Segregating the HHW and placing it in the appropriate location,
- Rejecting unacceptable waste, such as explosives,
- Securing the PHHWCF at the end of the collection time
- Conducting a post-operation inspection.

Packaging and Labeling. Provide all necessary labor, supplies and equipment (e.g., drums, absorbent, protective barriers, yard boxes, screens, etc.) to properly lab-pack or bulk HW. HW includes all HHW received from the public at PHHWCF, all HW received from businesses and all universal waste and sharps received at the PHHWCF and collected through the retail take back program using the following standards of operation:

- All HW received at the PHHWCF, shall be bulked and/or packed within six calendar days
 of receiving the HW. After HW is packaged, the Contractor will immediately update the
 Record.
- HHW received at Heritage Ranch CSD PHHWCF shall be packaged when the shelves

- used to store HHW are full.
- The Contractor shall ensure that all packaged materials are properly labeled prior to transportation.
- Bulked liquid drums and lab-packed/overpacked yard boxes and/or drums must be
 packaged to the maximum allowed by federal and state regulations and the standards of
 the PHHWCF accepting the material. Smaller containers may be used if a 55-gallon drum
 is not warranted.
- The Contractor shall make all reasonable efforts to assure that all containers are labpacked with a minimum of wasted space.

Transport of Waste. Transport all packaged and labeled HW, including universal waste and sharps, to its destination via a registered hauler licensed through the appropriate state and federal agencies to haul such waste. The Contractor shall execute all paperwork necessary to comply with all applicable regulations and ensure acceptance of packaged waste at recycling, treatment, and/or disposal facilities. Within one week of transport, the Contractor shall provide the IWMA with manifests and/or Bills of Lading.

Recycling, Treatment and Disposal. Make all arrangements to provide the safe recycling, treatment, and/or disposal of collected HW, including universal waste and sharp, using those methods and facilities specified by the IWMA consistent with the pricing options provided by the Contractor. The Contractor shall ensure that all facilities used are fully permitted and approved by federal, state and local agencies as hazardous waste recycling, treatment, storage and/or disposal facilities. Provide lawful disposal of all materials collected. Contracts for the transportation and/or disposal of all material to these facilities shall be solely between the Contractor and any Subcontractors.

Non-Hazardous Wastes. Dispose of all non-hazardous solid wastes generated at the PHHWCF. The Contractor shall not lab-pack materials that can be managed as a non-hazardous solid waste. Efforts to reuse or recycle all non-hazardous materials should be exhausted prior to disposal at a landfill.

RETAIL TAKE BACK COLLECTION

Provide all necessary labor, supplies and equipment, including vehicles, to service retail and business locations in San Luis Obispo County that collect household batteries, fluorescent tubes, sharps, paint and/or mercury thermostats. Completing an IWMA provided Bill of Lading at approximately:

- 300 retail locations for household batteries
- 100 retail locations for fluorescent tubes
- 40 locations for home generated sharps
- 20 locations for paint

• 2 locations for mercury thermostats

Collect universal waste and sharps to be deposited at Cold Canyon Landfill PHHWCF for processing. Currently pickups range from 7 to 16 per week. Service the listed retail stores within four business days of a submitted request for pick up. Around 10% of the retail stores will be considered "urgent" and must be services within 2 business days.

RECORDKEEPING AND REPORTING REQUIREMENTS

Clean Harbors will share data and documents with the IWMA and maintain an up-to-date record of permits, plans, inspection records and other required documentation. Clean Harbors will update all facility operations metrics in an electronic database as required.

Clean Harbors will maintain, make available at the Facility, and provide to the County, CUPA, DTSC, Cal/OSHA, and other State and local regulators upon request, the following items in electronic format:

- a. Operations Plan;
- b. Written Injury and Illness Prevention Plan;
- c. Respiratory Protection Plan;
- d. Hazardous Material Transportation Security Plan;
- e. Safety Data Sheets intended to provide workers and emergency personnel with the safe use and potential hazards associated with a particular material or product;
- f. Training documentation (i.e., HAZWOPER certificates, forklift, etc.); and
- g. Additional written plans as required for on-site job functions prior to commencing work.
- h. Transportation documentation, including bills of lading or non-hazardous waste shipping papers with unique tracking numbers;
- i. Hazardous waste manifests and continuations sheets;
- j. Labpack inventory sheets;
- k. Facility inspection reports
- 1. Certificates of destruction, decontamination, disposal and/or recycling;
- m. Current wastes accepted through the program
- n. Collection method(s)
- o. Material types collected by weight
- p. Waste processing and destination facilities
- q. Disposition of each material type (e.g. incineration, recycling, or product stewardship program).
- r. Daily participant records, including, but not limited to:
 - 1. First and Last Name
 - 2. Email and/or phone number
 - 3. Collection date and time & if appointment or walk-in participant
 - 4. City, state, and zip code
 - 5. Jurisdiction (San Luis Obispo County)
 - 6. Total number of carloads processed per participating household
 - 7. Total number of carloads containing used motor oil or oil filters processed per participating household

- s. Program summary reports;
- t. Injury incident reports;
- u. Other reports and documents as requested by the IWMA Project Manager or designee.

Completed originals of all uniform waste manifests signed by a duly authorized representative of the receiving treatment, storage, and disposal facility (TSDF) will be accessible to the IWMA's Project Manager in a digital format (via our online portal) within forty-five (45) calendar days of waste shipment. If the Designated Facility to Generator copies are not received within the forty-five (45) days, Clean Harbors shall file the appropriate Manifest Exception Reports with DTSC and provide a copy to the IWMA Project Manager or designee. If any shipping or manifest discrepancies occur, Clean Harbors will correct the discrepancies and provide a letter of explanation to DTSC with a copy to the IWMA.

Clean Harbors will provide the required information for annual Form 303. These records will be made available in digital format by the designated Program Manager.

G. PRICING PROPOSAL

Please find enclosed on the following two pages, Attachment A – Estimated Costs of Service.

Key Pricing Assumptions:

- 1. Pricing presented as part of this proposal are firm for 1 Year from the date of proposal. Pricing for additional base contract years will be adjusted at CPI +2%. Option years will be negotiated with mutual approval by both parties.
- 2. <u>Management/Technical Expertise Services</u> Clean Harbors will provide a technical expert to support various support task such as those listed in the RFP document:

"Responding to the public on how to manage a type of waste, the cost to dispose of a type of HW, review of regulations and preparation of California mandated Forms such as Form 303. The Contractor will also be responsible for updating and/or amending the Operations Manual for each PHHWCF as needed."

The Hourly Rate for the Technical Expert Is \$85.00/hour.

- 3. <u>Small Business Program</u>: All business day collection events are subject to billing regardless of participation.
- 4. <u>Retail Store Pickups</u>: Pricing for retail store pickups assumes 7 to 16 pickups per week. Should these volumes differ greatly Clean Harbors may approach IWMA to mutually acceptable adjustments.
- 5. <u>Cold Canyon Base of Operations</u>: Clean Harbors pricing assumes that it will be able to establish a base of operations at the Cold Canyon PHHWCF. Clean Harbors will work with San Luis Obispo County for mutually agreeable arrangement.

ATTACHMENT A: ESTIMATED COSTS OF SERVICE

A1. Receive HHW from the Public.

Contractor shall provide estimated rates and anticipated staffing levels for service based on the following locations and days of operation:

PHHWCF	EST. COST	STAFFING (i.e., 1 x Site Manager, 1 x Site Technician)		OPERATING / TIME
	(PER DAY OF OPERATION)		DATS	/ I IIVIE
Cold Canyon PHHWCF	\$1,095.00	1 x Site Manager, 2 x Site Technician, 1 Greeter/Traffic Control	Fri. & Sat.	9AM-11AM
Chicago Grade PHHWCF	\$1,095.00	1 x Site Manager, 1 x Site Technician, 1 Greeter/Traffic Control	Saturday	9AM-11AM
Paso Robles PHHWCF	\$1,095.00	1 x Site Manager, 1 x Site Technician, 1 Greeter/Traffic Control	Saturday	1PM-3PM
Heritage Ranch PHHWCF	\$1,095.00	1 x Site Manager	Friday	1PM-3PM
Morro Bay PHHWCF	\$1,095.00	1 x Site Manager, 2 x Site Technician, 1 Greeter/Traffic Control	Saturday	1PM-3PM
Nipomo PHHWCF	\$1,095.00	1 x Site Manager, 1 x Site Technician, 1 Greeter/Traffic Control	Saturday	9AM-11AM

A2. Receive Hazardous Waste From Business's.
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A2. Receive Hazardous Waste From Business's.				
PHHWCF	EST. COST (PER DAY OF OPERATION)	STAFFING (i.e., 1 x Site Manager, 1 x Site Technician)	PROPOSED DAY /	OPERATING TIME
Cold Canyon PHHWCF	\$425.00	1 x Site Manager, 1 x Site Technician	Friday	9AM-11AM
Chicago Grade PHHWCF	\$425.00	1 x Site Manager, 1 x Site Technician	Wednesday	9AM-11AM
Paso Robles PHHWCF	\$425.00	1 x Site Manager, 1 x Site Technician	Wednesday	1PM-3PM
Heritage Ranch PHHWCF	\$425.00	1 x Site Manager, 1 x Site Technician	Case b	y Case
Morro Bay PHHWCF	\$425.00	1 x Site Manager, 1 x Site Technician	Thursday	1PM-3PM
Nipomo PHHWCF	\$425.00	1 x Site Manager, 1 x Site Technician	Thursday	9AM-11AM

A3 Annual Refurbishment of PHHWCF

A3. Allitual Returbishment of Philiwor.	<u>4</u>
PHHWCF	Annual Refurbishment Cost
Cold Canyon PHHWCF	Cost + 15%
Chicago Grade PHHWCF	Cost + 15%
Paso Robles PHHWCF	Cost + 15%
Heritage Ranch PHHWCF	Cost + 15%
Morro Bay PHHWCF	Cost + 15%
Nipomo PHHWCF	Cost + 15%

B. Retail Take Back Collection Program for Universal Waste and Sharps

Contractor shall charge the following rate to service a retail store or business:

SERVICE	COST PER PICKUP
Retail Store or Business Pickup	\$110.00

C. Management of Hazardous Waste: Disposal Cost Matrix

Disposal

DESCRIPTION	WASTE CATEGORY	MG -	PK -	COST PER	UNIT	MINIMUM	Clean Habors
DESCRIPTION		(Management Method)	(Packing Type)	ITEM	WT/VOL	INITIALINI	Disposal Code
	Flammable Solid	DI - (Destructive Incineration)	LO - (Loose)	\$344.00	55 gallon		LPTN / LCCRD
	Water Reactive/ Spont. Combustible	DI - (Destructive Incineration)	LP - (Loose Pack)	\$393.00	5 gallon pail		LA99H / LRCTD
	Flammable Liquids	DI - (Destructive Incineration)	BU - (Bulk)	\$257.00	55 gallon		FB1
Flammable & Poisons	Flammable Liquids	DI - (Destructive Incineration)	LO - (Loose)	\$344.00	55 gallon		LCCRD
I laminable & Folsons	Bulk - Oil Based Paints etc.	FB - (Fuels Blend)	BU - (Bulk)	Paint Care	Paint Care		FB2
	Loose pack Oil Based Paints etc.	FB - (Fuels Blend)	LO - (Loose)	Paint Care	Paint Care		LPTP
	Reactive Cyanides	DI - (Destructive Incineration)	5gal	\$227.00	5 gallon pail		LRCTB
	Poison Liquid/Solid	DI - (Destructive Incineration)	LP - (Loose Pack)	\$344.00	55 gallon		LCCRC
Acid	Inorganic/Organic Acid	NE - (Neutralization)	LP - (Loose Pack)	\$332.00	55 gallon		LCCRA
Base	Inorganic/Organic Base	NE - (Neutralization)	LP - (Loose Pack)	\$332.00	55 gallon		LCCRB
Organic Peroxides	Organic Peroxides (5gal. only)	DI - (Destructive Incineration)	LP - (Loose Pack)	\$231.00	5 gallon pail		LRCTO
Oxidizer	Oxidizers	TR - (Treatment)	LP - (Loose Pack)	\$420.00	55 gallon		LCCRO
PCB	PCB Ballasts	DI - (Destructive Incineration)	LO - (Loose)	\$946.00	55 gallon		CHBI
Aerosol	Flammable Aerosols	FB/RC - (Fuels Blend / Recycle)	LO - (Loose)	\$304.00	55 gallon		LCCRQ
Aerosoi	Corrosive/Poison Aerosols	FB/RC - (Fuels Blend / Recycle)	LO - (Loose)	\$304.00	55 gallon		LCCRQ
	Propane Cylinders (<1.5 liter)	RC - (Recycle)	LO - (Loose)	\$18.00	Lecture		LCY1
	Propane Cylinders (>1.5 liter ~ <5gal)	RC - (Recycle)	LO - (Loose)	\$52.00	Medium		LCY1
	Antifreeze	RC - (Recycle)	BU - (Bulk)	\$341.00	55 gallon		B35
	Latex Paint -Paint Solutions Prog.	RC - (Recycle)	BU - (Bulk)	Paint Care	Paint Care		FB3R
	Oil Filters	RC - (Recycle)	LO - (Loose)	\$271.00	55 gallon		COF
	Elemental Mercury (5gal)	RC - (Recycle)	LP - (Loose Pack)	\$62.00	Pound	\$950 per 5gal container	LCHG1
	Household Batteries (per lb.)	RC - (Recycle)	LO - (Loose)	\$1.59	Pound	\$950 per 5gal container	LBD
Other	Household Batteries	LF - (Landfill)	LO - (Loose)	\$0.43	Pound	\$45 per 5gal container	LLF
	Fluorescent Bulbs (per ft.)	RC - (Recycle)	LO - (Loose)	\$2.94	Pound	\$78 minimum per shipment	CFL1
	Fluorescent Bulbs U- shaped & Misc.	RC - (Recycle)	LO - (Loose)	\$6.19	Pound	\$78 minimum per shipment	CFL2
	Non RCRA (Liquid & Solid)	LF - (Landfill)	BU - (Bulk)	\$205.00	55 gallon		CBPS
	Regulated Medical Waste (RMW) for Autoclave	DI - (Destructive Incineration)	BU - (Bulk)	\$114.00	43 gallon tub		D20AC
	Non RCRA pharmaceuticals	DI - (Destructive Incineration)	LO - (Loose)	\$253.00	55 gallon		RXNH
Asbestos	Asbestos	LF - (Landfill)	LO - (Loose)	\$268.00	55 gallon		CNIA

Key

BU: Bulk

DI: Destructive Incineration - Covers any method where waste is burned, including beneficial reuse and RCRA beneficial reuse and RCRA incineration.

FB: Fuel Blend - waste material that have a BTU value sufficient for use as a fuel in industrial furnaces or boilers (such as solvents or boilers) are blended in tanks to meet the specifications set by the recipient kiln.

LF: Landfill

LO: Loose

LP: Loose pack

MG: Management Method

NE: Neutralization - occurs at equivalence point of an acid-base reaction. The Acid- base reaction is carried out by the addition of alkaline waste or product to acidic waste and products to alkaline wastes. Products commonly used are sodium hydroxide, line, hydrochloric acid and sulfuric acid.

PK: Packing type

RC: Recycle

TR: Treatment - includes oxidation, precipitation, coagulation, and flocculation. Solids are allowed to settle or are directed to a filter press and are then collected as oily sludge slated for fuels blending. The water fraction is treated with carbon and then discharged to the publicly owned treatment works (POTW).

GENERAL PRICING CONDITIONS

Clean Harbors submits this proposal contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.

Assumptions and Considerations

Please find below the general pricing conditions for this contract. These conditions govern all waste streams and generic pricing covered under this contract. These conditions are in addition to specific pricing notes provided on the pricing matrixes.

- 1. All approved ("Approved") waste streams are coded with Clean Harbors' Waste Classification Codes (WCCs), which define the specifications for drummed, containerized and bulked wastes. Wastes that are received not conforming to these specifications may be subject to additional costs. A completed waste profile sheet, as well as a sample, representative analysis and/or Safety Data Sheet (SDS) must be submitted prior to approval and scheduling.
- 2. Clean Harbors supports many invoice delivery options such as email, electronic invoicing, EDI, etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- 3. Lab Pack rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials. Clean Harbors reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. Clean Harbors will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.
- 5. Some bulk waste streams require a sample prior to acceptance and approval. Final pricing for bulk waste streams will be determined from actual samples and/or trial loads. Specifications for bulk waste streams will be individually defined, but will generally follow the same specifications as the containerized (i.e., drummed, lab packed, etc.) wastes.
- 6. All pricing presented in this contract is based on Clean Harbors' ability to utilize our approved network of audited TSDFs. If the number of sites approved by San Luis Obispo County is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.
- 7. Materials Pricing.
 - 7.1. Due to the volatility of the materials market, we reserve the right to renegotiate any supply rates included in this proposal if our cost exceeds a 20% increase.

- 8. Unless otherwise noted on the bid price sheet, all prices are in US funds. Upon contract award, Clean Harbors will convert US funds to Canadian funds for Canadian generators using the current exchange rate at the time of the bid award.
- 9. Except where specifically quoted otherwise in the pricing matrix, the following conditions will govern the way Clean Harbors invoices waste disposal for odd size shipping containers. Drum sizes or container types not covered herein will be quoted case-by-case.
 - 9.1. <u>Disposal Pricing Conversions</u> Pricing for container sizes other than 55-gallon will be extrapolated as follows:

Container Size	Container Multiplier*
5 gallon or less	55-gallon price x 0.30 (or minimum charge listed below whichever is greater)
6 gallon – 20 gallon	55-gallon price x 0.60 (or minimum charge listed below whichever is greater)
21 gallon – 30 gallon	55-gallon price x 0.75 (or minimum charge listed below whichever is greater)
31 gallon – 55 gallon	55-gallon price x 1.00
56 gallon – 85 gallon (overpacks)	55-gallon price x 1.45
Pallets or cubic yard flexbins	55-gallon price x 3.50
Tote (<300 gallon)	55-gallon price x 5.00
Tote (300 - 375 gallon)	55-gallon price x 6.30

9.2. <u>Minimum Container Charges</u> – If the extrapolated rate above is <u>less than</u> the corresponding Minimum Charge in the table below, the Minimum Charge will take precedence.

Waste Description	Minimum Charge
Electronics	\$17.00
Fuels, Solvent Reclamation, Non-Hazardous Landfill, Oil (non-PCB), Non-RCRA Pharmaceuticals, OneContainer TM Pharmaceuticals (RXMX), Waste-to-Energy	\$44.00
PCB Oil Dechlorination, Transformer Reclamation, Empty Drum Incineration	\$55.00
Clean Extraction System, Batteries (except lithium and mercury), Hazardous Landfill, Wastewater Treatment (light), Lab Pack for Fuel, Lab Pack for Aqueous Treatment, Lab Pack for Landfill	\$72.00
Incineration Liquids, Lightweight Incineration Solids, Biohazardous, PCB Landfill, Corrosive Fuels, Solid Fuels, Lab Pack for Incineration, Lab Pack for Stabilization, RCRA/Universal Waste Pharmaceuticals	\$94.00

Incineration Solids, Oxidizers, A99s (except reactives and direct burns), I Incineration, Wastewater Treatment (heavy), Canadian Landfill, NORM Waste, RCRA-Infectious, TSCA-Infectious, Broken Bulbs Recycling	PCB \$154.00
Mercury for Incineration, Lab Packs Mercury for Incineration	\$424.00
Mercury-Containing Devices or Debris for Retort, Lab Pack Mercury-Containing Debris or Devices for Retort	\$550.00
Mercury Compounds/Salts/Solutions for Retort, Lab Pack Mercury Compounds/Salts/Solutions for Retort	\$732.00
Empty Drums Empty PCB Drums $5-g$ $\leq 20-ga$ $> 20-g$	

- 10. Dedicated or non-milkrun emergency pickups will be charged at full truckload price.

 Cancellation of a pickup with less than 24 hours notice will incur a \$287.00 cancellation fee.
- 11. Compressed Gas Cylinder Conditions
 - 11.1. Cylinders without original stenciling, labels and/or tags will be subject to an additional analysis charge.
 - 11.2. Cylinders with inoperable valves may be subject to rejection or may be charged an additional handling fee of \$250.
 - 11.3. Cylinders with a stuck/ rusted valve cap will be subject to a \$55.00 stuck cap charge.
 - 11.4. Cylinders must in DOT-shippable condition.
 - 11.5. Cylinders with greater than 5% solids maybe subject to surcharge or rejection.
 - 11.6. All ½ ton, 1 ton and larger cylinders will be quoted by case-by-case. These cylinders are subject to a connect and disconnect fee of \$ 1,800.00 each. If scrapping or disposal of the cylinder carcass is required, additional charges will be quoted individually.
 - 11.7. All cylinders require an approved cylinder evaluation sheet and leak test for final acceptance.
 - 11.8. Cylinder pricing offered in this proposal is contingent upon approval of the Clean Harbors, LaPorte, TX transfer, storage and disposal facility.

Cylinder Sizes					
Lecture (CYLE) -	Up to 3" dia. and 13" length or 4" dia. and 10" length				
Small (CYSM) -	Up to 4" dia. and 24" length				
Medium (CYME) -	Up to 12" dia. and 36" length				
Large (CYLG) -	Up to 16" dia. and 56" length				
Extra Lrg (CYXL) -	Up to 20" dia. and 64" length				
½ Ton (CYHT)* -	Up to 30" dia. and 52" length or 20" dia. and 82" length				
Ton (CYTN)* -	Up to 24" dia. and 94" length or 30" dia. and 82" length				

12. Pricing is based on the current market capacity, conditions, and Government regulations. If a

significant market-wide pricing, capacity, or regulatory change affects our pricing, Clean Harbors will document such changes and approach San Luis Obispo County to re-negotiate pricing.

- 13. Payment terms will be in conformance with the Waste Disposal Services Agreement.
- 14. Proposal is valid for 90 days.
- 15. Fees & Taxes
 - 15.1. Local, state and federal fees/taxes applying to the generating location/receiving facilities as well as applicable sales taxes and use taxes are not included in disposal pricing and will be added to each invoice as applicable.
 - 15.2. On June 30, 2018, the US EPA activated the E-Manifest system. The EPA will charge the receiving treatment, storage and disposal facility (TSDF) a fee per manifest. To cover the cost of the E-Manifest, Clean Harbors will charge \$20 per manifest on every invoice effective October 1, 2019.
 - 15.3. California Generators CA RRAA Fee: The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.0% CA RRAA Fee on every invoice for a California generator.
 - 15.4. Variable Energy and Security Recovery Fee:

Clean Harbors charges a Recovery Fee which is currently at 18.5% comprised of two components; a charge covering insurance, liability, tolls and security costs and a charge for Energy costs that is revised monthly based on the average diesel prices from the US Department of Energy. The charge for energy costs will be set on the first Wednesday of the month based on data from the US Department of Energy (https://www.eia.gov/petroleum/gasdiesel/).

As part of this offer, Clean Harbors will not charge San Luis Obispo County a recovery fee unless national diesel fuel pricing goes above \$6.00/gallon. For higher diesel fuel pricing a charge of 0.5% of the invoice total will apply for each \$0.10 increase in diesel cost above \$6.00/gal.

H. LITIGATION DISCLOSURE

Clean Harbors has pending cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. Some of these proceedings may result in fines, penalties, and judgments against Clean Harbors. Clean Harbors warrants, however, that it is not involved in any action or suit that would preclude it from performing its obligations under this Request for Proposal.

Actions filed against the Company arise from commercial and employment-related claims including alleged class actions related to sales practices and wage and hour claims. The plaintiffs in these actions may be seeking damages or injunctive relief or both. These actions are in various jurisdictions and stages of proceedings, and some are covered in part by insurance.

In addition, the Company's waste management services operations are regulated by federal, state, provincial and local laws enacted to regulate discharge of materials into the environment, remediation of contaminated soil and groundwater or otherwise protect the environment. This ongoing regulation results in the Company frequently becoming a party to legal or administrative proceedings involving all levels of government authorities and other interested parties. The issues involved in such proceedings generally relate to alleged violations of existing permits and licenses or alleged responsibility under federal or state Superfund laws to remediate contamination at properties owned either by the Company or by other parties ("third-party sites") to which either the Company or the prior owners of certain of the Company's facilities shipped waste.

Clean Harbors provides an overview of *Legal and Administrative Proceedings* in Note 17 - Commitments and Contingencies section of its Annual Report. (*See Pages 84 thru 87 in the 2021 Annual Report at the following link*: https://ir.cleanharbors.com/financial-information/annual-reports)

I. ADDITIONAL INFORMATION

EXCEPTION TO CONTRACT TERMS AND CONDITIONS

Clean Harbors Legal Department has reviewed the RFP - Terms and Conditions contained in the contract document.

Please find attached a Redlined (PDF) copy of the RFP and Contract with requested edits to the Terms and Conditions pending award. Clean Harbors views these edits as areas for negotiation with the IWMA.

Please contact **Mr. Kelly Kraft** – *Account Manager* at 805.233.0549 (or) kraft.kelly@cleanarbors.com to discuss best format to develop mutually agreed upon terms and conditions between the IWMA and Clean Harbors. (Thank you)

CLEAN HARBORS ONLINE SERVICES ADDED VALUE

We invite you to watch an overview of Clean Harbors Online Services using the following link:



Video (Take a Tour-8:15

minutes) See how Clean Harbor Online Services can help you manage your environmental business more efficiently!

https://vimeo.com/414097976/a4c6a482aa

Clean Harbors' WIN, Waste Inventory Network is an in-house designed and built, proprietary web-based system. WIN connects all Clean Harbors' locations into one system, and controls and manages all Clean Harbors' processes

- Customer Setup »» Waste Profiling Quoting »» Order Management
- On-site Packaging and Waste Pickup »» Shipping & Transportation »» Plant Receiving
- Waste Processing and Disposal »» Waste Tracking »» Invoicing
- Site Services & Industrial Services »» Quoting »» Job Execution »» Invoicing
- Built in Health, Safety and Compliance oversight ensures safe waste handling and complete regulatory compliance.

Our WIN System provides efficiencies, which get passed on to our customers.

- Low-cost waste routing
- Best method and lowest cost recycling or disposal options
- Eliminated or minimized double handling
- Visibility across entire network
- All data centrally stored, with redundant backup
- Streamlines all processes

Clean Harbors' Online Customer Support helps our clients manage their waste hazardous and non-hazardous waste disposal programs more efficiently by offering comprehensive waste and compliance management tools at www.cleanharbors.com.

There is no software to download or purchase. You only need a personal computer with an internet connection to use the applications. The service is free of charge and available 24/7. Online Services offer many features, including the ability to:

- Manage and track waste inventory
- Create, view, edit, submit and/or print Waste Profiles
- Track manifests as well as download and print scanned images of signed copies
- View invoices
- Generate Certificates of Disposal, profile summary and manifest reports, etc.

- Click on links to useful web resources including an MSDS library, regulatory agencies, and downloadable forms
- Clean Harbors Online Services provides direct customer access to WIN through user friendly web portal.

Document Imaging and Retrieval System

All manifests, worksheets, weight tickets, and other related documents associated with every job Clean Harbors manages are scanned into our Document Imaging and Retrieval System. Scanned images are indexed for viewing, updating, and linking to waste tracking reports. Anytime CUSTOMERs need a copy of a signed manifest, one can easily be downloaded from our website and printed within seconds.

Waste Tracking and Tracking Reports



At the moment a truck with waste is first unloaded for initial storage and transfer at one of our service centers, Clean Harbors assigns to each waste container a unique tracking number. This number is printed on labels as corresponding bar codes and attached to each drum.

Every time the containers are moved, whether from truck to truck or from one location to another in a facility, the bar code labels are scanned and the data is uploaded into our Waste Information Network ("WIN").

Drums and/or boxes that are bulked/consolidated into larger containers (i.e. totes, tanks, or roll-offs) at our facilities are tracked in WIN. We maintain a complete tracking history for all bulked/consolidated waste streams generated at our TSDFs, the

barcode of every container that was bulked/consolidated into the tank/roll-off/ container is recorded into our WIN system, allowing us to track every container from cradle to grave.

Regardless of where the material is shipped, WIN will have the ability to generate reports mapping the path that the IWMA's waste took from pickup to final destruction/recycling.

Our WIN system will automatically generate CDs for the IWMA's waste upon final destruction/recycling for all waste shipped to Clean Harbors facilities.

WIN Management Reports

Clean Harbors systems generate a wide range of standard reports to assist you in managing your waste. The On-Line Waste Tracking Reports and Customer Biennial Data Extract Reports provide generators with all details needed to complete the annual report compilation. We can also create custom reports based on specific needs. These reports can be typically produced quarterly, semi-annually or annually, but can be produced at a frequency desired by CUSTOMER. All reports can be transmitted electronically.

The following reports are available via our online WIN System, a brief description of each report is provided in the table.

Name	Description
Manifest Tracking	Produces a list of shipping documents such as manifests & bill of ladings received by a Clean Harbors' facility. The report can be run by customer code, generator code, or sales order # with a given date range of up to 12 months. If run by customer code you have the option to generate data for all associated (co-linked) generators. The delivery options include view report now or send via email. The pdf format includes hyperlinks to scanned shipping documents and weight tickets.
Waste Tracking Detail	Produces a detailed report of all waste shipments to Clean Harbors facilities displaying all plant-to-plant shipments.
Waste Tracking Summary	Produces a summary report in CSV file format of all waste shipments to Clean Harbors' facilities. The report can be run by company type of "gen" or "cust/gen". If run by company type of "cust/gen" you have the option to generate data for all associated (co-linked) generators.
Customer Biennial Data Extract	Produces a report in a CSV file of manifest information to be used for biennial and other compliance reporting. The report can be run by company type of "gen" or "cust/gen". If run by company type of "cust/gen" you have the option to generate data for all associated (co-linked) generators. The search criteria can be modified to run by the Clean Harbors generator code (company code).
Certificate of Disposal Report	This report provides access to certificates of disposal (CDs) that have been created after June 30, 2009 for waste shipments to Clean Harbors' facilities. The report parameters allow you to define a date range or specify a manifest number. The hyperlink allows you to view and print certificates of disposal by manifest line. The report can be run by company type of "gen" or "cust/gen". If run by company type of "cust/gen" you have the option to generate the report for all associated (co-linked) generators.
Waste Tracking CD	Certifies that the waste has been received and will be treated and disposed of in accordance with applicable federal and state laws and regulations. This certificate does not meet the TSCA regulation standards, all TSCA certificates will be mailed to generators as required by regulations.
Area and Cost Center Disposal Tracking	Produces a report of all waste shipments to Clean Harbors' facilities within a given date range. For shipments created from our Waste Inventory application; Area, Cost Center and Item level detail will be provided. This version is optimized for CSV file format.
Generator Inventory CSV	Provides a current printout of the generator's inventory, including drums, labpacks or transformers. The report can be run by company type of

	"gen" or "cust/gen". If run by company type of "cust/gen" you have the option to generate the report for all associated (co-linked) generators. This version is optimized for CSV file format.
Container View Summary	Summarizes drum activity for the specified customer and date range.
Container View	Reports on all container activity for the specified customer and date range.
Container Forecasting	Shows the total days in an area for containers as well as the overall average number of days containers are in an area.
Profile Summary CSV	Provides a listing of the generator's profiles; including waste description, approval status, approved facilities and shipping information. The report can be run by company type of "gen" or "cust/gen". If run by company type of "cust/gen" you have the option to generate the report for all associated (co-linked) generators. This report has been optimized for CSV file format.
Profile Summary PDF	Provides a listing of the generator's profiles; including waste description, approval status, approved facilities and shipping information. This version is optimized for pdf file format.
Invoice Summary	This produces a summary report of invoices within the specified data range. The date range reflects the date the invoices were printed. There may be up to a 14-day delay from the invoice date to the date the invoice is available in this report. The pdf option includes a hyperlink to the invoice image. The report can be run by company type of "gen" or "cust/gen". If run by company type of "cust/gen" you have the option to generate the report for all associated (co-linked) generators.
Online Services Access	Provides a listing of all accounts the user has access to. For each account, a complete listing of users with access will be shown.
InSite Customer Work Ticket Details	Captures detailed data from regulatory, facility and other customer specific forms for work tickets submitted by our InSite teams. Work ticket data is exported to excel format for use by the customer or Clean Harbors InSite teams. InSite Services provides experienced employees at customer locations supporting environmental and industrial programs.
Inspection Deficiencies By Area	Displays the results of inspection deficiencies in a pie chart graph by Area for inspections performed by Clean Harbors InSite Teams. Data is exported to pdf format. InSite Services provides experienced employees at customer locations supporting Environmental and Industrial programs.
Inspection Deficiencies By Category and Type	Displays the results of inspection deficiencies in a pie chart graph by Category and Type for inspections performed by Clean Harbors InSite Teams. InSite Services provides experienced employees at customer locations supporting Environmental and Industrial programs.

Inspection Deficiencies Days to Resolve	Displays the results and trends of Inspection deficiencies and Work Ticket Resolution performed by our InSite Teams. Data can be exported to Excel and pdf format. The information calculates the number of days to resolve an item from the first date it was identified to the current date. InSite Services provides experienced employees at customer locations supporting Environmental and Industrial programs.
Inspection Deficiencies Detail	Displays detailed data results for deficiencies captured in the Deficiencies by Area Report and Deficiencies by Category and Type Report. Data is exported to PDF or Excel format. If exported to excel format, user can apply filter to row 7 and sort A-Z to group filter by Area Name (Column E) or Reason Type (Column F) for Category and Type.
Inspection Log	Displays the results of inspection violations by location and area performed by our InSite Teams. Data can be exported to Excel and pdf format. InSite Services provides experienced employees at customer locations supporting Environmental and Industrial programs.
InSite Customer Work Ticket Details - Long Version	Captures detailed data including comments fields from regulatory, facility and other customer specific forms for work tickets submitted by our InSite teams. Work ticket data is exported to excel format for use by the customer or Clean Harbors InSite teams. InSite Services provides experienced employees at customer locations supporting environmental and industrial programs.

PROPOSED TSDFs PERMIT SUMMARY

The following facilities may be utilized for management of the programs' waste.

LOCATION	OWNER • RELATIONSHIP	PHONE	EPA ID#	FACILITY TYPE	PERMIT INFO
Clean Harbors Wilmington, LLC 1737 East Denni St Wilmington, CA 90744	Same • CHI Subsidiary	310.835.9998	CAD044429835	Fuels Blend Consolidation Storage	RCRA Part B # 01-SC-09
Clean Harbors Aragonite, LLC 11600 North Aptus Rd Aragonite, UT 84022	Same • CHI Subsidiary	435.884.8351	UTD981552177	Incineration Storage	RCRA Part B # UTD981552177 EPA-approved for TSCA PCBs
Clean Harbors Environmental Services, Inc. 2247 South Highway 71 Kimball, NE 69145	Same • CHI Subsidiary	308.235.8201	NED981723513	Incineration Storage	RCRA Part B # NED981723513
Clean Harbors Deer Park, LLC 2027 Independence Pkwy S. La Porte, TX 77571	Same • CHI Subsidiary	281.930.2433	TXD055141378	Incineration Storage	RCRA Part B # HW-5008 EPA-approved for TSCA PCBs
Clean Harbors El Dorado, LLC 309 American Circle El Dorado, AR 71730	Same • CHI Subsidiary	870.864.2217	ARD069748192	Incineration Recycling Recovery Storage	RCRA Part B # 10H-RN1
Clean Harbors Buttonwillow, LLC 2500 West Lokern Road Buttonwillow, CA 93206	Same • CHI Subsidiary	661.762.6200	CAD980675276	Haz Landfill (Subtitle C)	RCRA Part B # CAD980675276

Clean Harbors Grassy Mountain, LLC	Same	435.884.8976	UTD991301748	Haz Landfill	RCRA Part B#
P.O. Box 2275 Salt Lake City, UT 84122	• CHI Subsidiary			(Subtitle C)	UTD991301748
Clean Harbors of San Jose, LLC 1021 Berryessa Road San Jose, CA 95133	Same • CHI Subsidiary	408.411.0962	CAD059494310	Treatment Fuels Blend Consolidation Storage	RCRA Part B # 01-NC-04
Clean Harbors Arizona, LLC 1340 West Lincoln St Phoenix, AZ 85007	Same • CHI Subsidiary	602.258.6155	AZD049318009	Consolidation Storage	RCRA Part B Interim Status
Clean Harbors Colfax, LLC 3763 Highway 471 Colfax, LA 71417	Same • CHI Subsidiary	318.627.3443	LAD981055791	Explosives-open burn	RCRA Part B / Subpart X # LAD981055791-RN- OP-1
Clean Harbors La Porte, LLC 500 Independence Pkwy S. La Porte, TX 77571	Same • CHI Subsidiary	281.884.5507	TXD982290140	Treatment Consolidation Storage	RCRA Part B # HW-50225
Clean Harbors Lone Mountain, LLC Route 2 Box 170 Waynoka, OK 73860	Same • CHI Subsidiary	580.697.3578	OKD065438376	Haz Landfill (Subtitle C)	RCRA Part B # 3547005

Industrial Service Oil Company, Inc. a Safety-Kleen Company	Same •	949-289-3130	CAD099452708	Treatment	RCRA Part B # 06-GLN-17	Y
1700 South Soto Street	CHI Subsidiary					
Los Angeles, CA 90023						
Safety-Kleen Systems, Inc.	Same	714-429-4356	CAT000613976	Autoclave	RCRA: CAT000613976	
2120 South Yale Street	•				Med Waste Facility	N
Santa Ana, CA 92704	CHI Subsidiary				TSOST-151	
Safety-Kleen Systems, Inc.	Same	775 867-5082	NVR000080655	Recycling	RCRA	
22211 Bango Rd	•				NVR000080655	N
Fallon, NV 89406	CHI Subsidiary					
Thermo Fluids, Inc.	Same	602.272.2400	AZR000003681	Recycling	RCRA	
(a Clean Harbors company)	•				AZR000003681	Υ
4301 W Jefferson St	CHI Subsidiary					
Phoenix, AZ 85043						

Facilities shown in bold font are the primary receiving TSDFs Clean Harbors intends to utilize under the contract and permit summaries are included on the following pages for these facilities. Permit copies of secondary and/or final disposal facilities are available upon request.

Clean Harbors reserves the right to modify the above proposed TSDFs. Should modification of the above facilities be necessary, Clean Harbors will notify the IWMA of proposed changes at least 30 days prior to utilization of additional facilities whenever feasible. If 30 days' notice is not feasible, then notice will be provided to the IWMA as soon as the need for facility substitution arises.

TRANSPORTATION PERMITS AND LICENSES

Clean Harbors Environmental Services Inc. Various Permits and Licenses

Authority	License / Permit Number	Expiration
US EPA Hazardous Waste Transporter*	MAD039322250	N/A
US DOT Pipeline & Hazardous Materials Safety Administration Hazardous Materials Certificate of Registration*	060320550422CE	06/30/23
US DOT Federal Motor Carrier Safety Administration Hazardous Material Safety Permit*	US-180743-MA-HMSP	03/31/24
California Highway Patrol Hazardous Materials Transport License*	132665	01/31/24
California Department of Toxic Substance Control Hazardous Waste Transporter Registration*	3500	04/30/23
California Department of Motor Vehicles Non-Expiring Motor Carrier Permit*	CA-0188448	N/A
California Department of Health Services Medical Waste Transporter Verification*	3500	N/A
California Department of Pesticide Regulation Pest Control Business License	41228	12/31/24
California Contractors State License Board C-12 HAZ A Contractors License*	720298	03/31/24
California Department of Industrial Relations Public Works Contractor Registration*	1000013713	06/30/23
California Department of Public Health Medical Waste Treatment Facility & Transfer Station Permit (Safety-Kleen Systems, Inc. – a Clean Harbors company)	TSOST-151	10/13/25
California Department of Public Health Trauma Scene Waste Management Practitioner Certificate*	TSW 246	2/16/24

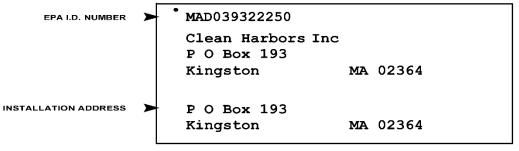
^{*}Copies of these licenses/permits are on the following pages.

US EPA Hazardous Waste Transporter



ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.



EPA Form 8700-12A (4-80)

US DOT Pipeline and Hazardous Materials Safety Administration --

Hazardous Materials Certificate of Registration

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2020-2023

Registrant: CLEAN HARBORS ENVIRONMENTAL SERVICES INC

ATTN: Colleen Costello

PO BOX 9149 NORWELL, MA 02061-9149

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060320550422CE Effective: July 1, 2020 Expires: June 30, 2023

HM Company ID: 7987

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semitrailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

US DOT Federal Motor Carrier Safety Administration

Hazardous Materials Safety Permit



U.S. Department of Transportation Federal Motor Carrier Safety

1200 New Jersey Ave., S.E.

Administration

Washington, DC 20590

March 10, 2022

In reply refer to: USDOT Number: 180743 MC Number: MC152120

ALAN S MCKIM CHAIRMAN CLEAN HARBORS ENVIRONMENTAL SERVICES INC PO BOX 9149 NORWELL, MA 02061

Dear ALAN S MCKIM:

HAZARDOUS MATERIALS SAFETY PERMIT HM Safety Permit ID: US-180743-MA-HMSP Effective Date: March 10, 2022

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning March 10, 2022 and remain effective through March 31, 2024 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Joseph P. DeLorenzo

Director, Office of Enforcement and Compliance

California Department of California Highway Patrol – Hazardous Material Transport License

CALIFORNIA	STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL	CONTROL NUMBER	LICENSE NUMBER	ISSU	DATE	EFFECTIVE DATE	EXPIRATION DATE		
HIGHWAY PATRO	DEPARTMENT OF CALIFORNIA HIGHWAY PATROL	264695	132665	1/19	9/2023	2/1/2023	1/31/2024		
	HAZARDOUS MATERIALS	CHP CARRIER NUMBER	LOCATION	T	Duplical	le 🗌	Replacement		
	TRANSPORTATION LICENSE CHP 360H (REV. 1/00) OPI 062	CA 188448	999	IĒ	Initial	✓	Renewal		
		PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP) The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and							
LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)		must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or							
CLEAN HARBORS ENVIRONMENTAL SERVICES INC 42 Longwater Drive Norwell MA, US 02061-9149		control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400. This carrier is on the special routing/safe stopping place mailing lists as indicated below:							
	LICENSEE NAME AND MAILING ADDRESS	(HMX) Explosives subject to Division 14, California Vehicle Code (CVC).							
	Attention: Colleen Costello	(HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC. (HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.							
	CLEAN HARBORS ENVIRONMENTAL SERVICES INC PO Box 9149 NORWELL MA, US 02061-9149								
		Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.5)							

California Department of Toxic Substance Control -

Hazardous Waste Transporter Registration







Governor

Secretary for Environmental Protection

Meredith Williams, Ph.D., Director 1001 "I" Street P.O. Box 806 Sacramento, California 95812-0806

Hazardous Waste Transporter Registration Certificate Hazardous Waste Of Concern Transporter

Name and Address of Registered Transporter:

Clean Harbors Environmental Services Inc PO Box 9149 Norwell, MA 02061

Transporter Registration Number: 3500

Expiration Date: April 30, 2023

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Authorized Signature

Name and Title of Authorized Representative: Craig Beardsley, Program Technician III

April 1, 2022

Signature Date

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

Printed on Recycled Paper

California Department of Motor Vehicles

Motor Carrier Permit

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

DEPARTMENT OF MOTOR VEHICLES MOTOR CARRIER SERVICES BRANCH MS G875 P.O. BOX 982370 Sacramento, CA. 94232-3700 (918) 657-8153

11/28/2007



CLEAN HARBORS ENVIRONMENTAL SERVICES INC 42 LONGWATER DR NORWELL, MA 02061

NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier									
DEPARTMENT OF MOTOR Motor Carrier Services Branch	Valid From:	11/27/2007	Valid Through:	Non-Expiring					
P.O. BOX 932370 Sacramento	CA#:	0188448							
CLEAN HARBORS ENV SERVICES INC 42 LONGWATER DR NORWELL, MA 02061	the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: For Hire Corporation								
Pmt Date: N/A	Office #: 154	Not V	alid for Intras	state Only	Operations				
Account #: 373018	Tech ID; CR		VELLED!						
Sequence #: 0021	Amt Paid: No Fee								

!!!IMPORTANT REMINDERS!!!

- This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
- 2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
- 3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DMV 2200 MCP (NEW 10/2007)

A Public Service Agency

California Contractors State License Board

Contractors License - Class A, C12, HAZ



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



License Number **720298**

Entity CORP

www.cslb.ca.gov

Business Name CLEAN HARBORS ENVIRONMENTAL SERVICES INC

Classification(s) C 12 HAZ A

Expiration Date 03/31/2024

CSLB

Page | 358

California Department of Health Services

Medical Waste Transporter Verification*



State of California—Health and Human Services Agency Department of Health Services



SEP 2 7 2002

MEDICAL WASTE TRANSPORTER VERIFICATION AND CONDITIONS

This is to advise you that the Department of Health Services, Medical Waste Management Program, has accepted your request for listing as a medical waste transporter. You are required to maintain your registration as a hazardous waste transporter in order to remain listed as a medical waste transporter.

Hazardous Waste Transporter Registration Number: Company name/address/phone:

3500 Clean Harbors Environ, Svces. 1021 Berressa San Jose, CA 95133

Contact Person:

Kristy McNeill (781) 849-1800

You are subject to all applicable provisions of the Medical Waste Management Act, Division 104, Parl 14, Chapter 6, of the California Health and Safety Code and the conditions set forth on the following page.

If you have any questions, please contact us at (916) 327-6904.

Ronald Pilorin, Chief

Medical Waste Management Program

Data

Date



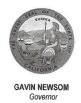
Do your part to help California save energy. To learn more about saving energy, visit the following web site: www.consumcrenergycenter.org/flex/index.html

California Department of Public Health

Medical Waste Treatment Facility & Transfer Station Permit (Safety-Kleen Systems, Inc. – a Clean Harbors company)



State of California—Health and Human Services Agency California Department of Public Health



MEDICAL WASTE TREATMENT FACILITY AND TRANSFER STATION PERMIT

PERMIT NUMBER:

TSOST-151

NAME OF FACILITY:

Safety-Kleen Systems, Inc. - Santa Ana

2170 S Yale St

Santa Ana, CA 92704

APPLICANT:

Safety-Kleen Systems, Inc. 2600 N Central Expy, Ste 400 Richardson, TX, 75080

EFFECTIVE DATE: October 14, 2020

EXPIRATION DATE: October 13, 2025

The issuance of this permit is subject to the conditions set forth on the following pages.

Thomas Horner, Chief

Medical Waste Management Program





Request for Qualifications

for

Regional Hazardous Waste Programs Management

for the San Luis Obispo County
Integrated Waste Management Authority

RFP Released: March 29, 2023

RFP Submission Deadline: April 28, 2023 at 3:00 PM PST

San Luis Obispo County IWMA 870 Osos Street San Luis Obispo, CA 93401 805.782.8530

W: www.iwma.com
E: jlane@iwma.com

SECTION I - INTRODUCTION AND BACKGROUND

A. Introduction

The San Luis Obispo County Integrated Waste Management Authority (IWMA) is requesting proposals from qualified Contractors to provide hazardous waste disposal services, including identification, labeling, collection, transportation, and disposal of hazardous wastes in accordance with applicable state and federal laws.

The proposed term of the contract is three years, with options for two (2) one-year extensions pending Executive Director approval and mutual agreement between the parties.

All proposals must be received by, on, or before 3:00 PM on April 28, 2023. The preferred method for proposal submission is electronic via jlane@iwma.com. However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

Peter Cron, Executive Director SLO County IWMA 870 Osos Street San Luis Obispo, CA 93401

B. Background

1

The IWMA is a government entity formed through a Joint Powers Agreement governed by an eight-person Board of countywide elected officials. The IWMA Board of Directors consists of seven incorporated City Council representatives and one Special District representative. The Board of Directors oversees the IWMA office and its mission to provide coordinated efforts to comply with state waste and recycling policy on behalf of San Luis Obispo County member agencies through practical, cost-effective programs, education, and technical support.

The Executive Director reports directly to the Board of Directors and performs all duties necessary for the proper and efficient management of the IWMA, as determined by the Board, state and federal law. The IWMA has a professional staff of five (as of the publishing date of this RFP), working under the direction of the Executive Director.

The IWMA's regional household hazardous waste disposal services currently include the remediation, collection, storage, handling, packaging, documentation, transportation, transfer, and disposal of hazardous wastes obtained from the general

public of San Luis Obispo County. There are six permanent household hazardous waste collection facilities (PHHWCF) managed by the IWMA and spread across San Luis Obispo County. The PHHWCF receive material from businesses categorized as Conditionally Exempt Small Quantity Generators (CESQG), as well as material brought in from residents of the represented areas. For tracking and reporting purposes, the hours of operation at the PHHWCF are different for residential and commercial customers, and commercial customers are required to set an appointment prior to visiting the site. Additionally, the IWMA offers retail take back services to local retailers and businesses.

In all aspects of hazardous waste management, the selected Contractor should have well trained professional staff who will represent the IWMA during interactions with the public. Professional customer service is key to the success of the IWMA's hazardous waste programs.

SECTION II - QUALIFICATIONS AND SCOPE OF SERVICES

A. Qualifications

The IWMA is seeking a Contractor committed to providing the highest quality of hazardous waste management to the IWMA for a term of three (3) years.

Required qualifications include that the Contractor must:

- Possess, or have arranged through subcontracts, all equipment, labor, and materials necessary to be compliant with all applicable Federal, State, County, City, and Special District laws, ordinances, and regulations; and
- 2. Have experience managing hazardous waste programs for public agencies.

B. Scope of Services

The selected Contractor will be responsible for the following tasks associated with managing the IWMA's HHW Program.

1) Receive Household Hazardous Waste (HHW) from the Public.

The Contractor shall receive HHW from the public. The location of the six PHWWCF and the hours of operation that the facilities are open to the public are listed below. The location and number of facilities may change under the duration of this contract. While

Deleted: minimum

the number of participants at each facility varies throughout the year, a typical range is provided.

Chicago Grade Landfill PHHWCF

EPA ID# CAH111000545 2290 Homestead Road Templeton, CA 93465

Residential hours: Saturday 11:00 AM to 3:00 PM

Average number of customers: 20 to 30 daily

Business disposal hours: Friday 9:00 AM to 11:00 AM

Cold Canyon Landfill PHHWCF

EPA ID# ČAH111000544 2268 Carpenter Canyon Road San Luis Obispo, CA 93401 Residential disposal hours:

Residential disposal hours: Friday & Saturday 11:00 AM to 3:00 PM

Average number of customers: 40 to 60 daily

Business disposal hours: Wednesday 9:00 AM to 12:00 PM

Heritage Ranch CSD PHHWCF

EPA ID# CAH111000560 4860 Heritage Ranch Road Paso Robles, CA 93446

Residential hours: Friday 12:00 PM to 2:00 PM

Average number of customers: 5-10 daily Business disposal hours: 5-10 hone

Morro Bay PHHWCF

160 Atascadero Road Morro Bay, CA 93442 EPA ID# CAH111000436

Residential hours: Saturday 11:00 AM to 3:00 PM

Average number of customers: 65 to 75 daily

Business disposal hours: Thursday 9:00 AM to 11:00 AM

Nipomo CSD PHHWCF

EPA ID# CAH111000954 509 Southland Nipomo, CA 93444

Residential hours: Saturday 11:00 AM to 3:00 PM

Average number of customers: 35 to 45 daily

Business disposal hours: Thursday 9:00 AM to 11:00 AM

Paso Robles Landfill PHHWCF

EPA ID# CAH111001008 9000 HWY 46 East

Paso Robles, CA 93446

Residential hours: Saturday 11:00 AM to 3:00 PM

Average number of customers: 15 to 20 daily

Business disposal hours: Friday 1:00 PM to 3:00 PM

All operations shall be provided in a manner that is consistent with the Operations Manual for each PHHWCF. The Contractor shall provide adequate staffing so that the public <u>will be promptly assisted</u> and any vehicle in line at closing time will be serviced prior to closing a site.

The minimum operating days per week for each facility are as follows:

PHHWCF	MINIMUM NUMBER OF DAYS OPEN TO RESIDENTS	MINIMUM NUMBER OF DAYS OPEN TO BUSINESSES	WEEKENDS REQUIRED?
Chicago Grade	1	1	Yes
Morro Bay	1	1	Yes
Cold Canyon	2	1	Yes
Nipomo	1	1	Yes
Heritage Ranch	1	0	Yes
Paso Robles	1	1	Yes

The Contractor's scope of work will include providing all necessary labor, supplies, and equipment to receive hazardous waste (HW), e-waste, and universal waste from the public.

Tasks include:

- Preparing the PHHWCF to receive waste,
- · Conducting a pre-operation inspection,
- Verifying that disposal material, volume and/or weight is within State regulated standards and guidelines,
- · Providing onsite traffic control,
- Receiving HHW from the public,
- · Maintaining a visitation/deposit log,
- Identifying the HHW,
- Segregating the HHW and placing it in the appropriate location,
- · Rejecting unacceptable waste, such as explosives,
- Securing the PHHWCF at the end of the collection time
- Conducting a post-operation inspection.

Deleted: wait time shall not exceed 15 minutes

2) Manage Hazardous Waste.

The Contractor shall be responsible for the bulking, packaging, labeling, transporting and disposal of all HW including universal waste and sharps at the six PHHWCF. The Contractor shall also be responsible for sorting and bulking electronic waste received at the PHHWCF.

Packaging and Labeling. The Contractor shall provide all necessary labor, supplies and equipment (e.g., drums, absorbent, protective barriers, yard boxes, screens, etc.) to properly lab-pack or bulk HW. HW includes all HHW received from the public at PHHWCF, all HW received from businesses and all universal waste and sharps received at the PHHWCF and collected through the retail take back program using the following standards of operation:

- All HW received at the PHHWCF, shall be bulked and/or packed within six calendar days of receiving the HW. After HW is packaged, the Contractor will immediately update the Record.
- HHW received at Heritage Ranch CSD PHHWCF shall be packaged when the shelves used to store HHW are full.
- The Contractor shall ensure that all packaged materials are properly labeled prior to transportation.
- Bulked liquid drums and lab-packed/overpacked yard boxes and/or drums must be packaged to the maximum allowed by federal and state regulations and the standards of the PHHWCF accepting the material. Smaller containers may be used if a 55-gallon drum is not warranted.
- The Contractor shall make all reasonable efforts to assure that all containers are lab-packed with a minimum of wasted space.

Transport of Waste. The Contractor or identified Subcontractor shall transport all packaged and labeled HW, including universal waste and sharps, to its destination via a registered hauler licensed through the appropriate state and federal agencies to haul such waste. The Contractor shall execute all paperwork necessary to comply with all applicable regulations and ensure acceptance of packaged waste at recycling, treatment, and/or disposal facilities. Promptly after transport, the Contractor shall provide the IWMA with manifests and/or Bills of Lading.

Recycling, Treatment and Disposal. The Contractor shall make all arrangements to provide the safe recycling, treatment, and/or disposal of collected HW, including universal waste and sharp, using those methods and facilities specified by the IWMA consistent with the pricing options provided by the Contractor. The Contractor shall ensure that all facilities used are fully permitted and approved by federal, state and local agencies as hazardous waste recycling, treatment, storage and/or disposal facilities.

Deleted: Within one week of

The Contractor shall be responsible to provide lawful disposal of all materials collected. Contracts for the transportation and/or disposal of all material to these facilities shall be solely between the Contractor and any Subcontractors.

Non-Hazardous Wastes. The Contractor shall be required to dispose of all non-hazardous solid wastes generated at the PHHWCF. The Contractor shall not lab-pack materials that can be managed as a non-hazardous solid waste. Efforts to reuse or recycle all non-hazardous materials should be exhausted prior to disposal at a landfill.

3) Receive Hazardous Waste from businesses.

The Contractor shall provide all necessary labor, supplies and equipment to receive hazardous, universal, and e-waste from businesses. The IWMA shall provide each business customer with an inventory sheet that the customer must have when visiting the PHHWCF. The Contractor shall complete the inventory sheet, collect any fees that are payable, and provide the original completed inventory sheet and any payment to the IWMA promptly after receiving business waste.

4) Retail Take Back Collection Program for Universal Waste and Sharps.

The Contractor shall provide all necessary labor, supplies and equipment, including vehicles, to service retail and business locations in San Luis Obispo County that collect household batteries, fluorescent tubes, sharps, paint and/or mercury thermostats. Service includes completing an IWMA provided Bill of Lading.

There are approximately:

- 300 retail locations for household batteries
- 100 retail locations for fluorescent tubes
- · 40 locations for home generated sharps
- 20 locations for paint
- 2 locations for mercury thermostats

All collected universal waste and sharps will be deposited at Cold Canyon Landfill PHHWCF for processing. Currently pickups range from 7 to 16 per week.

The Contractor must be able to service the listed retail stores <u>promptly after</u> a submitted request for pick up.

5) Refurbish PHHWCF.

Each year in the fall, the Contractor shall refurbish the six PHHWCF which are operated by the Contractor. Refurbishment shall be scheduled during non-operating hours so that **Deleted:** within five business days of

Deleted: within four business days of

Deleted: Around 10% of the retail stores will be considered "urgent" and must be services within 2 business days.

the PHHWCF will be ready to receive HHW from the public. Refurbishment consists of repainting the inside and outside of the six metal hazardous waste storage buildings, the five metal receiving/processing buildings and the five oil tanks. It also includes removing the grates and cleaning the sump in the five receiving/processing buildings. Contractor will perform minor repairs as needed. Contractor shall provide all labor, equipment and supplies, including paint, to provide this service.

6) Management/Technical Expertise Services.

During the year IWMA staff will be in communications with the Contractor on various issues, such as responding to the public on how to manage a type of waste, the cost to dispose of a type of HW, review of regulations and preparation of California mandated Forms such as Form 303. The Contractor will also be responsible for updating and/or amending the Operations Manual for each PHHWCF as needed.

7) Miscellaneous Labor and Transportation.

During the year various tasks may arise that requires labor and/or transportation services. Contractor will provide these services on an as needed basis.

Non-Conforming Waste: If the work involves the transportation and disposal of waste, the Customer shall provide Contractor with a description of said waste ("Waste Profile"). Upon approval by Contractor, the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials discovered by Contractor to be non-conforming, if in Contractor's possession, shall be prepared for lawful transportation by Contractor and returned to the IWMA within a reasonable time after rejection by Contractor, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. The IWMA shall pay Contractor at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with IWMA. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled; or if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Notwithstanding anything to the contrary, IWMA shall be solely responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Contractor may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws,

regulations, by-laws or ordinances arising out of or related to non-conforming waste materials.

SECTION III - TIMELINE AND SUBMITTAL INSTRUCTIONS

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestones dates may be adjusted without notice.

A. Timeline

DATE - 2023	EVENT
March 29	RFP release date
April 13	Optional pre-proposal phone conference at 1:30 p.m. (PST)
April 26	Deadline to submit written questions due by 3:00 p.m. (PST)
April 28	Proposals due by 3:00 p.m. (PST)
May 3	Preliminary screening process complete, including reference checks
May 10	Board consideration and approval of staff recommended Contractor (including proposer presentation, if requested)
May 10 – June 2	Negotiate and finalize contract
June 2	IWMA Board President signs contract (if applicable)

B. Proposal Format and Content Requirements

All proposals must include, and will be evaluated on, the following criteria:

1) Qualifications of Contractor and Personnel:

- a) For bidder and each subcontractor and any other person or entities that will in any manner handle the wastes (herein after referred to as "subcontractors"), list the following information:
 - a. Exact name and address of the company;
 - Experience related to hazardous waste management, especially in the area of HHW drop-offs;
 - Number of years the company has been in business under the present name; and
 - d. The name, title, email address, phone number, and fax number of the primary contact.
- b) Describe the relevant technical experience of key personnel and a description of their professional background.
- c) Provide training requirements for all field personnel.
- d) The bidder and any potential subcontractors must hold current licenses and registrations, be permitted to handle, transport and receive the specified wastes listed in the Estimated Costs of Services and be in good standing with regulatory agencies.
- e) Provide copies of relevant permits, training certifications, and registrations for bidder and all proposed subcontractors.
- f) Provide a managerial flow chart under which events will be operated.

2) Technical Workplan

- a) Describe onsite procedures for packaging, inventorying, labelling and manifesting HHW. This information should include the responsibilities of all staff and subcontractors.
- Briefly describe how each task listed in the Scope of Services will be accomplished.
- c) Provide a detailed list of on-site equipment and supplies that will be available at the events. The list should include all fire prevention, safety, personal protective equipment and other equipment, as the bidder deems suitable or necessary.
- d) Describe the process for collecting the following information from each PHHWCF drop off:
 - a. Residential address of origin of waste, date, and time of drop off.
 - b. Business proof of payment if applicable, verification of materials and weight limits.
- e) Include a sample invoice and report that provides information on the waste streams and quantities received, as well as management methods.
- f) Include copies of Certificates of Insurance in the proposal. <u>Jdentify the way in</u> which the bidder will confirm the final disposition of the wastes.

Deleted: The Agency may withhold 50% of disposal costs until a Certificate of Destruction/Treatment or¶ other proof of proper waste management is provided....

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3) Identify Existing and Potential Conflicts of Interest

List all current public clients in San Luis Obispo County for which the Contractor provides service. To the extent they are reasonably foreseeable, please indicate any actual or potential conflicts of interest that might arise from the Contractor's representation of the IWMA. Please outline the manner in which conflicts would be resolved, mitigated, or avoided.

4) Client References

Provide a list of current and former clients, including any governmental agencies you have serviced. Include client name, contact person and title, complete address, telephone number, type of organization, and a brief description of work performed.

For the bidder and each proposed subcontractor, include copies of all notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies during the past three years.

5) Customer Service Plan

Provide a summary of customer service staff, available hours, forms of communication and customer service expertise that would be provided to the IWMA for the duration of the contract. Contractor should identify whether or not direct customer services would be available to the public, or solely to the IWMA.

6) Budget, Retainer, and/or Rates

Include an estimate of a rate or retainer for all proposed services that would be the basis for monthly invoices during the life of the contract with the IWMA. All hourly rates, fees, and reimbursable costs must be clearly stated. Provide the title and rate of all contractor staff and subcontractors that will be assigned to regular duties as outlined in the Scope of Services.

7) Disclosure of Litigation

Contractor must include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving the Contractor. Contractor must also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime Contractor team members, and Subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Contractor has submitted a Proposal under this RFP must be disclosed to the IWMA in writing within five (5) days after the litigation is commenced.

8) Additional Information

Include the location of the company and ongoing availability of appropriate professionals as needed to staff each PHHWCF. Identify any other related qualifications and information not specified in this RFP which the Contractor may consider to be essential and relevant to the IWMA.

C. Questions

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to jlane@iwma.com with the email subject line of: QUESTIONS - HHW RFP by April 26, 2023, 3:00 p.m. (PST). Requests submitted after said date may not be considered. Questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the IWMA website: https://iwma.com/about/requests-for-proposal/. The IWMA reserves the right to determine the appropriateness of comments/questions that will be posted on the IWMA website.

D. Submittal Instructions

If you or your Contractor is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (pdf), to ilane@iwma.com with the email subject line of: PROPOSAL - HHW RFP, by April 28, 2023, 3:00 p.m. (PST).

SECTION IV - RFP PROPOSAL EVALUATION AND SELECTION PROCESS

A. Criteria Weight

The proposals shall be reviewed based on the following criteria and scale. One of the most important criteria are the qualifications of the Contractor and the costs of services. The goal is to contract with a Contractor that is qualified and cost effective:

1) Qualifications of Contractor and Personnel: 25%

2) Technical Workplan: 25%

3) Customer Service Plan: 15%

4) Budget and/or Rates: 35%.

Proposals will be reviewed upon receipt and the most qualified Contractors may be requested to make a presentation to the IWMA Executive Committee and/or full Board. The recommendation by IWMA Staff will also be presented to the IWMA Executive Committee and/or full Board for approval of selection.

B. Final Selection

IWMA Staff will formulate its recommendation for award of the Contract and forward its selection to the full Board for approval. The final contract will be signed by the IWMA Board President.

C. Contract Award and Execution

The IWMA reserves the right to enter a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The IWMA reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the IWMA in any manner. The IWMA reserves the right to award no contract and to solicit additional offers at a later date.

Each proposer, by submitting a proposal, agrees that if the IWMA accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will not be considered. Proposers may be disqualified, and the proposal may be rejected by the IWMA for any of, but not limited to, the following reasons:

- · Failure to properly respond to the RFP.
- Evidence of collusion among the proposers submitting the proposals.
- · Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the proposer may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposal, as amended by agreement between the IWMA and the successful proposer, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the IWMA may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless the IWMA determines that a change in such requirements is in the best interest of the IWMA.

The IWMA expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter a contract with the IWMA. If the successful proposer fails to sign a contract within fifteen (15) business days, unless the IWMA grants an extension, following the delivery of the contract documents, the IWMA may elect to negotiate a contract with the next-highest ranked proposer.

The IWMA shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The IWMA reserves the right to request additional written and/or oral information from proposers at any time before contract award, to obtain clarification of their responses.

SECTION V - GENERAL CONDITIONS

A. IWMA Rights & Options

- All proposals must be submitted to the IWMA email address: jlane@iwma.com with the email subject line of: PROPOSAL – HHW RFP in Adobe (pdf) format by April 28, 2023, 3:00 p.m. (PST). Late proposals will not be considered.
- 2) All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
- 3) This RFP does not constitute an offer of employment or contract for services.
- 4) The IWMA may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, if the IWMA determines such action to be in its best interests.
- 5) The IWMA reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
- 6) The issuance of this RFP does not constitute an agreement by the IWMA that any subsequent selection process will occur, or that any contract will be entered into by the IWMA. Proposals and other materials will not be returned.

- 7) The IWMA has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.
- 8) All documents submitted to the IWMA in response to this RFP will become the exclusive property of the IWMA.
- All proposals shall remain Contractor for one hundred twenty (120) days, following the closing date for receipt of proposals.
- 10) The IWMA reserves the right to award the contract to the Contractor who presents the proposal which, in the judgment of the IWMA, best accomplishes the desired results.
- 11) The term of the contract will be three years with a start date of July 1, 2023. The contract may be renewed upon the mutual agreement of the parties for up to 2 consecutive 12- month periods.
- 12)Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in a proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the IWMA during subsequent negotiations.
- 13) Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 et seq., all "public records" (as defined in the Act) of a local agency, such as the IWMA, must be available for inspection and copying upon the request of any person. Under the Act, the IWMA may be obligated to provide a copy of all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent the IWMA considers proper under the law. If an agreement is entered

Deleted: at the discretion of the IWMA

Deleted: Any request by the Contractor to increase pricing may not exceed national or regional CPI and must align with the IWMA's budget cycle

- into with the proposer, the IWMA shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.
- 14) The IWMA will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the IWMA in any action arising out of such dispute, lawsuit, claim, or demand.
- 15) The proposer warrants that no official or employee of the IWMA has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the IWMA.
- 16) Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, Contractor or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by Contractors who have partnered with others to submit a cooperative proposal that clearly identifies a primary Contractor and the associated sub-Contractors.
- 17) Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285, et seq.).
 - **Nondiscrimination**: The proposer, regarding the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential Subcontractors.
- 18)Unforeseen additional items and/or services may be required. The IWMA therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final contract.

B. Changes to the RFP

This RFP is posted on the IWMA's website: https://www.iwma.com/about/requests-for-proposal/. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the IWMA. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information

during the response period. The IWMA is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFP closes.

C. Communications

All communications concerning this RFP shall be directed to ilane@iwma.com with the email subject line of: QUESTIONS - HHW RFP. All other communication is not binding and shall in no way modify the RFP or the obligations of the IWMA.

After the solicitation has closed, proposers can view the RFP on the IWMA website where any available award information will be posted and updated within the solicitation. Any questions and requests for information must be addressed to jlane@iwma.com with the email subject line of: QUESTIONS - HHW RFP.

D. Insurance

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance

INSURANCE REQUIRED	COVERAGE LIMITS
Commercial General Lability & Property Damage	\$1,000,000 Per Occurrence
v	v

The selected proposer shall provide, within five (5) days after the contract for services is executed by all parties, a certificate of liability insurance naming the IWMA and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the IWMA.

E. Exceptions and Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations". The IWMA may waive any immaterial deviation or defect in a proposal.

F. Award

Deleted:, and two million dollars (\$2,000,000) of Professional Liability Insurance

Deleted: \$1,000,000 Per Occurrence¶ \$2,000,000 Aggregate

Deleted: Professional Liability

	19	

The IWMA reserves the right to make awards within One Hundred Twenty, (120) days

after the date of the RFP closing.

ATTACHMENT A: ESTIMATED COSTS OF SERVICE

A. Receive HHW from the Public.

Contractor shall provide estimated rates and anticipated staffing levels for service based on the following locations and days of operation:

PHHWCF	EST. COST (PER DAY OF OPERATION)	STAFFING (i.e., 1 x Site Manager, 1 x Site Technician
Cold Canyon PHHWCF		
Chicago Grade PHHWCF		
Paso Robles PHHWCF		
Heritage Ranch PHHWCF		
Morro Bay PHHWCF		
Nipomo PHHWCF		

B. Retail Take Back Collection Program for Universal Waste and Sharps

Contractor shall charge the following rate to service a retail store or business:

SERVICE	COST PER PICKUP
Retail Store or Business Pickup	

C. Management of Hazardous Waste: Disposal Cost Matrix

Disposal

DESC.	WASTE CATEGORY	MG	PK	COST PER ITEM	UNIT WT/VOL
Flammable	Flammable Solid	DI	LO		
& Poisons	Water Reactive/ Spont. Combustible	DI	LP		
	Flammable Liquids	DI	BU		
	Flammable Liquids	DI	LO		
	Bulk - Oil Based Paints etc.	FB	BU		
	Loose pack Oil Based Paints etc.	FB	LO		

	Reactive Cyanides	DI	5gal	
	Poison Liquid/Solid	DI	LP	
Acid	Inorganic/Organic Acid	NE	LP	
Base	Inorganic/Organic Base	NE	LP	
	Organic Peroxides (5gal. only)	DI	LP	
Oxidizer	Oxidizers	TR	LP	
РСВ	PCB Ballasts	DI	LO	
Aerosol	Flammable Aerosols	FB/RC	LO	
	Corrosive/Poison Aerosols	FB/RC	LO	
	Propane Cylinders (<1.5 liter)	RC	LO	
Other	Propane Cylinders >1.5 liter <5gal	RC	LO	
	Antifreeze	RC	BU	
	Latex Paint -Paint Solutions Prog.	RC	BU	
	Oil Filters	RC	LO	
	Elemental Mercury (5gal)	RC	LP	
	Household Batteries (per lb.)	RC	LO	
	Household Batteries	LF	LO	
	Fluorescent Bulbs (per ft.)	RC	LO	
	Fluorescent Bulbs U- shaped & Misc.	RC	LO	

	Non RCRA (Liquid & Solid)	LF	BU	
Asbestos	Asbestos	LF	LO	

<u>Key</u>

BU: Bulk

DI: Destructive Incineration - Covers any method where waste is burned, including beneficial reuse and RCRA beneficial reuse and RCRA incineration.

FB: Fuel Blend - waste material that have a BTU value sufficient for use as a fuel in industrial furnaces or boilers (such as solvents or boilers) are blended in tanks to meet the specifications set by the recipient kiln.

LF: Landfill

LO: Loose

LP: Loose pack

MG: Management Method

NE: Neutralization - occurs at equivalence point of an acid-base reaction. The Acid-base reaction is carried out by the addition of alkaline waste or product to acidic waste and products to alkaline wastes. Products commonly used are sodium hydroxide, line, hydrochloric acid and sulfuric acid.

PK: Packing type

RC: Recycle

TR: Treatment - includes oxidation, precipitation, coagulation and flocculation. Solids are allowed to settle or are directed to a filter press and are then collected as oily sludge slated for fuels blending. The water fraction is treated with carbon and then discharged to the publicly owned treatment works (POTW).

ATTACHMENT B: SAMPLE AGREEMENT

Agreement for Provision of

Household Hazardous Waste Services

This Agreement (Agreement) is for the prov	ision of household hazardous waste
services at the San Luis Obispo County Inte	grated Waste Management Authority
PHHW facilities, Receiving Hazardous waste	e from CESQG businesses, Retail Take
Back Collection Program for Universal Wast	e and Sharps and the Management of
Hazardous Waste; and is entered into as of	July 1st, 2023, by and between the San
Luis Obispo County Integrated Waste Mana	gement Authority, a joint powers authority
(the "Agency") and	, aCompany (the
"Contractor").	

RECITALS

- A. The Agency maintains a San Luis Obispo Countywide Household Hazardous Waste Collection Program whereby residents of San Luis Obispo County will have an opportunity to safely dispose of household hazardous wastes at household hazardous waste collection events;
- B. The Agency desires to provide a safe, convenient, and economical means for residents to properly dispose of household hazardous wastes in an environmentally safe manner in order to encourage the proper disposal of toxic products, and to avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground. Household hazardous waste includes, but is not limited to, common household products such as latex paint, oil-based paints, solvents, household cleaning products, pesticides, automotive fluids, and batteries;
- c. The Agency is committed to actively seeking to minimize the amount of hazardous waste requiring landfill disposal by implementing recycling and reuse techniques. The Agency's waste management practices follow the Department of Resources Recycling and Recovery (CalRecycle) waste management hierarchy:

Reduce
Reuse
Recycle

¹The attachment is provided as a sample and should be developed by IWMA and selected contractor. Highlighted items are especially variable.

Treatment/Incineration Landfill

- D. The Agency desires to engage assistance to provide the hereinafter set forth special services for residents represented by the IWMA from July 1 through June 30, 2026;
- E. The Contractor is in the business of providing services similar to those set forth in this Agreement;
- F. The Agency acknowledges the Agreement between Contractor and Paintcare for paint program products pursuant to California Public Resources Code Sections 48700-48706; and
- G. The Agency desires to engage the Contractor, and the Contractor desires to contract with the Agency, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Agency and Contractor agree as to follows:

1. Purpose of Agreement

The purpose of this Agreement is to define the terms and conditions under which the Contractor will provide personnel, equipment, and supplies for segregating, packaging, profiling, manifesting, transporting and disposing of the hazardous waste from households and Conditionally Exempt Small Quantity Generators (CESQG) brought to Household Hazardous Waste (HHW) collection events. The Agreement also defines the responsibilities of the Agency and the Contractor. During the term of this Agreement, the Agency will conduct approximately 370 HHW collection events, referred to in this Agreement as "Events". The Events will be located at Agencyowned facilities. Further, during the course of this agreement, the Contractor will provide personnel outside collection events to manage and maintain the facility.

- 2. Agency and Contractor Responsibilities
 - i. Facility: The Agency will make available 6 Permanent Household Hazardous Waste Collection Facilities (PHHWCF), owned by the Agency, located in Red San Luis Obispo County, California. A schedule of HHW Events for the term of this Agreement is included in Exhibit Schedule of Collection Events. The Contractor and Agency agree that the Agency reserves to itself the right to operate the facilities owned by the Agency during weekdays and other times that the Contractor is not operating the facility. The Contractor agrees to

cooperate in such use by the Agency. The Contractor acknowledges and agrees that Agency staff shall be allowed to attend each collection event outlined in Exhibit , in order to monitor and evaluate the effectiveness of the collection event. Agency staff shall also be permitted to engage in such public education and outreach programs as the Agency may from time-to-time desire to conduct in association with the collection events.

- ii. Conferences, Visits to Site, and Inspection of Work: In the event it should become necessary for the State or Agency to hold any conference or visit the site of a project, for any reason whatsoever, the Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of the Contractor, upon request of the Agency, to attend any such conference or visit the site as a part thereof.
- iii. Site Security: During the scheduled collection events listed in Exhibit __, the Contractor shall secure the areas to prevent the entry of unauthorized persons. The Contractor shall be responsible for security of the facilities during collection program events and ensure that the facilities are secure upon leaving the facilities. Securing facilities includes locking all interior storage lockers.
- iv. Appointments: The Agency will facilitate a telephone line to answer questions about waste disposal and to schedule appointments for CESQG for dropping off waste at the PHHWCF. Residents will not be required to make an appointment.
- Environmental Protection Agency Identification Numbers: The Agency will obtain all necessary EPA ID numbers from Cal/EPA for the operation of the PHHWCF.
- vi. Emergency Notifications: The Agency will notify appropriate local emergency response agencies and hospital(s) for each Event listed in Exhibit .
- vii. Manifests: The Contractor will prepare hazardous waste manifests and bills of lading in compliance with all applicable regulations, and review all manifests for completeness and accuracy prior to all shipments. The Agency will not be responsible for payment of additional costs or fines

- due to manifest errors. A designated and authorized Agency representative will sign the manifests.
- viii. Reuse of Available Products Program: The Agency will coordinate a Reuse of Available Products Program at the PHHWCF. The Contractor will select, date stamp, and place materials by material type for reuse selected using the criteria outlined in Exhibit Quality Assurance Program into a temporary storage closet. The Agency will collect, or reject, materials that the Contractor has set aside for the Reuse of Available Products Program. The Agency will provide staff to assist residents in selecting materials from the reuse room.
- ix. Participant Survey: The Contractor will survey participants and collect the surveys when residents are checked in at the events. Originals or copies of surveys will be provided to the Agency.
- x. Permits: The Agency will prepare and submit Permit-By-Rule (PBR) notifications to the Certified Unified Public Agency and/or the California Department of Toxic Substances Control. The Contractor will ensure that all PBR conditions to operate the PHHWCF Events are met.
- xi. Program Review: The Agency and Contractor will jointly prepare an evaluation of the Program. Before contract approval, the Agency and Contractor will agree on the schedule and methods for program evaluation. The Contractor will provide all data needed to prepare the review.
- xii. Staffing: The Contractor shall provide all facility staffing. The Contractor shall provide a staffing level of two technicians at all times the Cold Canyon Landfill facility is open and one technician at all times the remaining facilities are open. The Contractor will staff all events at the level requested by the Agency. The Contractor shall provide staffing for facility management and maintenance as requested by the Agency. Any changes to staffing levels will be requested at least one week in advance of the scheduled collection event.

Deleted: If staffing is less than the requested level, the Agency may, at its sole discretion, exercise a penalty by deducting from the Contractor's invoice for that event an amount equal to the number of workers below the requested level multiplied by the contracted hourly wage for eight hours of work.

- xiii. If at any time the Agency, at its sole discretion, desires the removal of any person or persons assigned by the Contractor to perform the services of this Agreement, the Contractor shall remove such person or persons immediately upon receiving written notice from the Agency. If any person is identified in this Agreement (or any attachment or exhibit hereto), the Contractor shall not remove, replace, substitute, or otherwise change any key personnel without notifying the Agency 15 days prior to the staffing change of such change.
- xiv. Supplies: The Agency will provide tables for sorting and bulking wastes, eyewash stations, forklifts, pallets, can crushers, bulking equipment, and unloading carts. The Contractor will provide personal protective equipment (PPE). PPE provided shall include Tyvek suits, gloves, booties, aprons, sleeve protectors, eye protection, and respirator cartridges. The Contractor is responsible for providing tape, absorbent, drums, boxes, dumpster and drum liners, labels and any other consumable material necessary as outlined in Attachment A: Estimated Costs of Service.
- xv. Contractor Warranties: The Contractor will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all hazardous waste.
 - The Contractor must warrant that Contractor owned or approved storage, treatment and/or disposal facilities are licensed and permitted. In the event that the facility loses its permitted status hereafter, during the term of the Agreement, the Contractor will promptly notify the Agency of such loss.
- xvi. Environmental, Health and Safety Compliance: The Contractor is responsible for employees' compliance with all environmental, health and safety regulations. All staff provided by the Contractor will be respirator fit tested for a respirator, have current 40 hour HAZWOPER training and receive annual eight hour refresher training according to Title 8 of the California Code of Regulations, Section 5192. Additional training must be obtained by Contractor staff as required by all local,

Deleted: The Contractor must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received.¶

state and federal laws. The Contractor will provide training specific to the San Luis Obispo Integrated Waste Management Authority Countywide PHHWCF operations for all new technicians to ensure quality personnel staffing. The Contractor will provide proof of training to the Agency and keep records of safety training at each facility.

The Contractor shall update within 90 days of the effective date of this Agreement an Operations Plan that meets the requirements of Title 22, Division 4.5, Chapter 45, Section 67450.4 of the California Code of Regulations. The Contractor shall also maintain a Contingency Plan which shall include, but not limited to, addressing emergency procedures, which shall meet the requirements of Title 22, Chapter 14, Article 3 of the California Code of Regulations. The subject plans shall be revised and modified as may be deemed necessary to address any changes in circumstances, conditions, regulations, statutory compliance, or program requirements. The Operations and Contingency plans, when revised, shall be subject to the review, approval and acceptance of the Agency's Manger. When accepted and approved by the Agency's Manager, the plans shall be provided to the Agency's Manager, the California Department of Toxic Substances Control ("DTSC"), the State of California Department of Industrial Relations, Division of Occupational Safety and Health, and all state and local regulators upon request. The Contractor must prepare a report to the DTSC for noncompliance of Permit by Rule or PBR regulations (see California Health and Safety Code Section 25100 et seq. and Title 22, Section 67452.25 of the California Code of Regulations) within 15 days, if an incident occurs.

The Contractor will prepare a written Injury and Illness Prevention Plan, Heat Illness Prevention Plan, Respiratory Protection Plan, and other additional written plans as required for on-site job functions. Training documentation and written plans will be available at all PHHWCF events and provided to the Agency, DTSC, Cal/OSHA, and other state and local regulators upon request.

The Contractor will exercise utmost precaution for the protection of Contractor and Agency staff, the public, site personnel, and property. The Contractor will install adequate safety guards and protective devices for all equipment and machinery. All care will be employed to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

xvii. Medical Monitoring: All Contractor staff will meet the following criteria:

- Completion of an occupational medicine baseline medical examination including blood chemistry, pulmonary function test and chest X-ray;
- Clearance to use personal protective equipment and respiratory protection by Occupational Medical Personnel; and
- Successful completion of respirator fit testing.
- xviii. Personal Protective Equipment: The Contractor understands that the scope of work requires the use of personal protective equipment (PPE). It is mandatory that all operations personnel wear appropriate safety equipment.
- xix. Vehicle and Driver Warranties: The Contractor will ensure that all vehicles transporting hazardous wastes (including subcontractors) are properly registered, and that hazardous waste drivers have all required local, state and federal licenses. Copies of registration and licenses must be provided to the Agency upon request. The Contractor must notify the Agency in the event that any of these permits or licenses become, or are in danger of becoming, expired, revoked, or suspended.

The Contractor must obtain all required federal, state and local permits for the responsibilities of the Contractor. The Contractor will be responsible for providing technical material to the Agency as necessary to obtain permits and variances required to operate Events. The Contractor must obtain all necessary permits and qualify to transport waste according to DOT exemptions. The Contractor must qualify to transport waste streams packaged in non-DOT specification packing under DOT exemptions.

xx. Supplies and Equipment: The Contractor will be responsible for using appropriate supplies, materials, equipment, vehicles and drivers as specified by federal and state laws and regulations for the management of hazardous wastes. The Contractor will furnish supplies and equipment necessary for the safe and legal packaging, transport and disposal of the wastes. These supplies include, but are not limited to, those items listed in Attachment A: Estimated Costs of Services.

- xxi. Onsite Hazardous Waste Management: The Contractor will provide 40 hour trained technicians for each event indicated in Exhibit Schedule of Collection Events and as needed to manage and maintain the facilities. The Contractor's technicians will be primarily responsible for completing the following tasks:
 - Testing and identification of unknown wastes, and determining the proper DOT hazard classes;
 - 2. Segregating waste into compatible categories for lab packs;
 - 3. Lab packing all non-bulkable hazardous wastes;
 - Completing waste and drum inventories, and providing quality assurance/quality control coordination to ensure acceptance of hazardous wastes by treatment, storage and disposal facilities;
 - 5. Labeling all drums containing hazardous or recyclable wastes;
 - Setting aside items in good condition for the Reuse of Available Products Program;
 - Site management, including unloading supplies and ensuring site cleanliness;
 - 8. Unloading waste from vehicles;
 - 9. Bulking flammable liquids and other bulkable hazardous wastes;
 - 10. Operating equipment such as a can crusher and forklift; and
 - Other tasks as requested by the Agency related to the Countywide Household Hazardous Waste Program.
- xxii. Conditionally Exempt Small Quantity Generator (CESQG) Program:
 The Agency is responsible for setting rates, making appointments,
 verifying CESQG business status, and informing the Contractor of said
 appointments. The Contractor is responsible for preparing manifests,
 invoicing businesses, completing CESQG surveys and forms,
 submitting the surveys and forms to the Agency, collecting fees and
 receiving the waste at the events. CESQG facility hours shall be from
 12:00PM 2:30PM on scheduled facility operating days. Pending
 available funding, the Agency may request that the Contractor operate
 the CESQG Program one additional weekday per month from 8:00AM12:00PM. The Agency will be credited revenue collected for CESQG
 waste disposal.

- xxiii. Hazardous Waste Transportation: At the PHHWCF, wastes may be collected and stored for up to one hundred eighty days (180) or until storage has reached capacity, whichever comes sooner. The Contractor is responsible for ensuring adequate storage space for all wastes collected.
- xxiv. Hazardous Waste Recycling, Treatment and Disposal: The Contractor will arrange for the ultimate disposition of the wastes according to the following hierarchy: reuse, recycling, fuel blending, treatment/neutralize/ incineration, stabilization/solidify/landfill, and, lastly, direct hazardous waste landfilling.

The Contractor shall not lab pack materials that can be managed as nonhazardous waste. Non-hazardous waste shall be recycled or disposed of as nonhazardous waste.

Following the waste hierarchy, the Contractor shall endeavor to recycle as much waste material as possible and combine containers as feasible to provide the fewest number of lab packs. The Contractor shall endeavor to combine compatible hazardous materials in appropriate bulk containers, including but not limited to motor oil, latex paint (if allowable by PaintCare), and flammable liquids including oilbased paint, solvents, lacquers, shellacs, thinners, stains, turpentine, kerosene, methanol, alcohol, and gasoline. Small containers of bulkable wastes (less than one pint) may be loose packed instead of bulked. All architectural paint in the condition to be recycled shall be handled according to PaintCare guidelines. The Contractor shall enter into an agreement with PaintCare for the management and recycling of any architectural or other paint and shall provide the Agency with a copy of the agreement.

The Contractor must submit Certificates of Disposal as proof of treatment, recycling, or disposal to the Agency following the ultimate disposition of the waste.

The Contractor will be responsible for conducting an annual compliance audit of the Treatment/Storage/Disposal Facilities that accept Agency wastes. The results of these audits are to be submitted to the Agency.

3. Term of Agreement

The term of the Agreement will commence on July 1, 2023 and continue through June 30, 2028, By mutual agreement, the Agreement may be extended for up to a maximum of four additional one-year terms at prices to be mutually agreed upon, with terms and conditions remaining the same. The extension will be formalized by an amendment to the Agreement.

4. Agency Waste Management Options

The Agency retains the option to have certain designated wastes transported and managed by alternative contractors. The Agency will provide ten days' written notice to the Contractor as to any wastes which will be managed by a separate contract. The Agency may negotiate with the Contractor for transportation of said wastes to designated facilities. At the request of the Agency, the Contractor will also accept wastes rejected by recycle-only facilities operated by the Agency or found during the performance of the established load-check program, and manage it under the terms of this Agreement.

5. Cost for Services

Costs for Contractor services, including the provision of on-site supplies and equipment, waste packaging, transportation and disposal, and labor are included in Attachment A: Estimated Costs of Services. Prices will remain unchanged for the term of the Agreement. The Contractor also agrees that any payment made by the Agency to the Contractor shall be net of income received from the agreement between the Contractor and PaintCare.

6. Payment Schedule

- a. The Contractor will invoice the Agency monthly. Each invoice will be supplemented with a detailed summary of activities performed, a breakdown of costs for labor and disposal, waste inventories, management methods, a Form 303, and copies of hazardous waste manifests signed by the transporter and the Agency representative.
- a. The Agency will pay the Contractor within thirty (30) days of receipt of invoice from Contractor.

Deleted: or until the Agency receives all Certificates of Disposal for the waste treated and disposed of by the Contractor, whichever is later

Deleted: Unless otherwise stated, the Contractor agrees that, in the event of a price decrease, the benefit of such lower price will be extended to the Agency.

Deleted: 100% of on-site labor costs and costs for transporting wastes to facilities with which the Agency has separate waste management contractors and pay 50% of the transportation and disposal costs for wastes taken to

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Deleted: The balance of the transportation and disposal costs will be paid within 45 days upon receipt of Certificates of Disposal/Treatment.¶

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7. Termination

- a. Termination without Cause: <u>Either party</u> may terminate this Agreement without cause by giving the other party thirty (30) days written notice.
- b. Termination with Cause: The Agency may terminate this Agreement with cause<u>after providing the Contractor a fifteen (15) day period to cure such defaultand by providing written notice to the Contractor. Such notice will specify the reason for termination and will indicate the effective date of such termination. For the purposes of this Agreement, cause includes, but is not limited to, any of the following:</u>
 - i. Material breach of this Agreement by Contractor;
 - ii. Violation by Contractor of any applicable laws;
 - iii. Assignment by Contractor of this Agreement without the written consent of the Agency pursuant to Section 16 of this Agreement;
 - Failure to provide services in a manner meeting the standard of care in this industry for such services; or
- c. In the event of termination, the Contractor will deliver to the Agency copies of all reports and other work performed by the Contractor under this Agreement and, upon receipt thereof, the Contractor will be paid for services performed and reimbursable expenses incurred to the date of termination. The Contractor may retain copies of such original documents for the Contractor's files.

8. Conflicts of Interest

- a. In accepting this Agreement, the Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which could conflict in any manner or degree with the performance of this Agreement.
- The Contractor further covenants that, in the performance of this Agreement, it will not employ any subcontractor or person having such an interest.
- 9. Indemnification/Insurance/Liability

Deleted: <#>Invoices paid under this Agreement will not exceed \$40,000 per year of the Agreement for labor.¶
In the event the Contractor's performance and/or deliverable report is deemed unsatisfactory by the Agency's Manager, the Agency reserves the right to withhold future payments until the performance and/or deliverable report is deemed satisfactory

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Deleted: <#>Assessment of Performance and Liquidated Damages¶

Contractor designates as the Contractor's HHW Program Manager and as the Contractor's Project Manager and Site Supervisor for the purpose of performing the services under this Agreement. The Agency's Manager shall have authority to enforce and implement decisions regarding the Contractor's responsibilities in the Agreement.¶

The Agency's Manager will assess the Contractor's performance based on the Agreement's overall requirements and the Contractor's responsibilities as the baseline for compliance, as well as how timely and competently the work is completed and in coordination with monthly Performance Reviews, as described in Section 2(xi) of this Agreement. Substandard performance will be associated with Liquidated Damages. The parties understand and agree that damages for certain breaches of this Agreement will be difficult to calculate. Accordingly the parties have agreed upon certain amounts to be paid as liquidated damages for certain specific breaches as described below. These amounts will be deducted by the Agency from any money due to the Contractor under this Agreement.¶

... [1]

ll Performance Measure

- a. The Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit__Basic Insurance Requirements for Environmental Services Contracts, attached hereto and incorporated herein by this reference.
- b. In addition to the insurance requirements set forth in Exhibit____, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, in accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California. The Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to permissibly self-insure in accordance with the provisions before commencing with the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the Agency, its officers, officials, employees, representatives, or agents.
- c. Within seven (7) working days after approval of the Agreement, the Contractor (and Subcontractors) will furnish the required Certificates of Insurance to the Agency.
- d. NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, AGENCY AGREES THAT CONTRACTOR'S AGGREGATE LIABILITY TO AGENCY, TO ANYONE CLAIMING BY, THROUGH, OR UNDER AGENCY, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE WORK/SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY CONTRACTOR HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Notwithstanding anything to the contrary, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of

use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

10. Retention of Records

- a. Contractor must maintain financial records adequate to show that Agency funds paid under this Agreement were used for purposes consistent with the Agreement. These records must be maintained during the term of this Agreement and for a period of three (3) years from termination of this Agreement
- b. The Contractor and subcontractors, and any third party performing work, will agree to provide the Agency, to any Federal or State department having monitoring or review authority, to the Agency's authorized representatives and/or to their appropriate audit agencies upon reasonable notice and at a mutually agreed upon time and place, reasonable access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations, and the Agreement, and to

Deleted: , or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement

- evaluate the quality, appropriateness and timeliness of services performed.
- c. The failure of the Contractor to comply with this section or any portion thereof may be considered a material breach of this Agreement and may, at the option of the Agency, constitute grounds for termination and/or nonrenewal of the Agreement, pursuant to Section 7 of this Agreement.

11. Public Records Act Disclosure

The Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Contractor, or any of its subcontractors, and provided to the Agency may be subject to public disclosure as required by the California Public Records Act (California Government Code Section

6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. The Agency will, to the extent otherwise permitted by applicable laws, including but not limited to the California Public Records Act, endeavor to maintain as confidential all information obtained by it from the Contractor that the Contractor has reasonably designated in writing to the Agency as a trade secret. The Agency shall not, in any way, by liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by the Contractor if disclosure is deemed by the Agency to be required by law or by court order.

12. Nondiscrimination

In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. Contractor must comply with all applicable Federal, State and local laws and regulations including Tehama County's policies concerning nondiscrimination and equal opportunity in contracting.

13. Drug-Free Workplace Policy

The Contractor acknowledges that it has obtained and read a copy of the San Luis Obispo County Integrated Waste Management Authorities policy regarding a drug free workplace, which is hereby made part of and incorporated herein by reference to this Agreement. The Contractor shall execute the policy acknowledgement attached hereto as Attachment.

14. Notices

All notices required by this Agreement will be deemed given when in writing and delivered personally deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such address as the party may designate in writing in accordance with this section.

To Contractor:

To Agency:

San Luis Obispo County Integrated Waste Management Authority 870 Osos Street San Luis Obispo, CA 93401

Attn: Executive Director

15. Assignments

- a. This Agreement is not assignable in whole or in part without the written consent of the Agency, provided such consent shall not be unreasonably withheld. Any assignment by the Contractor without the written consent of the Agency violates this Agreement and is grounds for termination with cause at the Agency's option, pursuant to Section 7 of this Agreement.
 - b. The Agency and Contractor anticipate that the Contractor will use subcontractors to perform services under this Agreement. The Contractor will employ the services of the subcontractors listed in Exhibit Contractor's Final Disposal Facilities and Subcontractors. All subcontractors approved by the Agency will be subject to the same terms and conditions applicable to Contractor under the Agreement, including indemnification and insurance, and the Contractor will be liable for the subcontractors acts or

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omissions. All agreements between the Contractor and subcontractor for services pursuant to the Agreement will be provided to the Agency.

16. Assignment of Clayton Act, Cartwright Act Claims

The Contractor assigns to the Agency all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the Agency pursuant to this Agreement.

17. Notification of Change in Subcontractors

- a. The Contractor must notify the Agency's Manager in writing of any intent to change subcontractors, waste management facilities or other handlers and provide the information requested for each newly proposed subcontractor, waste management facility or other handler. The proposal will include a description of tasks to be performed by the subcontractor and rate schedule. Such change may be made only following approval by the Agency, provided such approval shall not be unreasonably withheld.
- b. The Contractor must in its performance of obligations under the Agreement, decline to hire the services of subcontractors, waste management facilities or other handlers which it has reason to believe operate in an unsafe manner or in violation of applicable safety laws and regulation.

18. Independent Contractors

The Contractor will perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the Agency. None of the provisions of this Agreement are intended to create, nor will be deemed or construed to create any relationship between the parties other than that of independent parties contracting with each other for the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees and subcontractors, if any.

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19. Entire Agreement

The Agreement will be entire and contain all the terms and conditions agreed upon by the parties. All prior negotiations, written agreements, and oral agreements between the parties with respect to the subject matter of the Agreement will be merged into this Agreement.

20. Accident Prevention

The Contractor must exercise precautions for the protection of persons (including employees, Agency staff and the public) and property. The Contractor must agree to install safety guards and protective devices for any and all equipment machinery in a manner consistent with industry standards. The Contractor must agree to employ all care to ensure that the proposed work will proceed under the highest standards of safety and prudence, and in compliance with all applicable laws relating to safety.

21. Violation Notification

The Contractor must agree to notify the Agency's Manager promptly if any of the following occur between now and termination of the Agreement:

- a. The Contractor or subcontractors are served with a notice of violation of any laws, regulations or permits which relate in any material respect to the services proposed; or
- b. Proceedings are commenced against the Contractor, its subcontractors, its waste management facilities or other handlers that could lead to revocation of permits or licenses that relate to the services proposed.

22. Amendments

Deleted: <#>Faithful Performance/Security Instrument¶

The Agency reserves the right to require the Contractor to furnish a Faithful Performance Security Instrument, in the form of a performance bond up to \$1,000,000 to cover any clean up, waste hauling, waste disposal, and fines levied against the Agency arising from non-performance of the Contractor, subcontractors, waste management facilities and other handlers. The Contractor must furnish said instrument within ten (10) working days upon receipt of written notice by the Agency. Any bond or letter of credit must be executed by a responsible surety that is authorized to transact business in the State of California. If the Contractor should fail to furnish the security instrument for the full amount within ten (10) working days, the Agreement may be terminated by the Agency at its election.¶

Deleted: within five working days

This Agreement may be amended only by an instrument signed by the parties. Only the Agency Board of Directors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either the Contractor's or Agency's duties set forth in this Agreement. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Directors. The Contractor acknowledges that no Agency staff person or Agency officer other than the Board of Directors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors is null and void.

23. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

24. Waiver

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and will apply to the specific instance expressly stated.

25. Contract Execution

Each individual executing this Agreement on behalf of the Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

26. Governing Law and Venue

The parties hereto agree that the provision of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in San Luis Obispo County, California.

27. Prevailing Wage

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance." Contractor shall defend, indemnify, and hold the Agency, its elected

officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws.

In witness whereof, the Agency and Contractor have executed this Agreement as of TBD, 2023.

San Luis Obispo County Integrated Waste Management Authority:	Contractor:
Jan Marx, Board President	Ву
Date	Title
	Date
Approved as to Form:	
Agency General Counsel	