

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 6 day of May, 2014, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and EQ Florida, Inc. hereinafter referred to as the "PROVIDER".

### WITNESSETH

**WHEREAS**, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as B-140065 HOUSEHOLD CHEMICAL WASTE CENTER TRANSPORTATION AND DISPOSAL, and,

**WHEREAS**, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

**WHEREAS**, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

### ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

### ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

#### ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

#### 3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.



### 3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

### ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B", which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

#### 4.3 METHOD OF PAYMENT.

##### (1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

##### (2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.



## ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

#### ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

#### ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

#### ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.



## ARTICLE 10.0 - INSURANCE

### 10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

### 10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
  - (A) The name and type of policy and coverage's provided;
  - (B) The amount or limit applicable to each coverage provided;
  - (C) The date of expiration of coverage.
  - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

## ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

### (1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

### (2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$ 1,000,000 per occurrence  
\$ 2,000,000 general aggregate  
\$ 1,000,000 products and completed operations  
\$ 1,000,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

### (3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

### (4) POLLUTION LIABILITY

Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck.

Coverage must include the following:

- (A) \$1,000,000 bodily injury / property damage/cleanup, including wrongful delivery.



\*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

#### ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

#### ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

#### ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

#### ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

## ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services".
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment".
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance".
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)".
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria".
- (6) EXHIBIT "F" entitled "Amendment to Articles".
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

## ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners  
PO Box 398  
Ft Myers FL 33902-0398  
Attention: Erich Tscherteu @ 239-533-8931

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

EQ Florida, Inc  
Curt DeBrunner  
7202 East 8<sup>th</sup> Ave  
Tampa, FL 33619  
813-495-1060  
813/964-1214  
Curt.debrunner@equonline.com



17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

#### ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

#### ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

#### ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

#### ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

#### ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT  
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Joyce Townsend

BY: [Signature]  
Dept Dir/County Manager/Chair

DATE: 05/15/2014

APPROVED AS TO FORM

BY: [Signature]  
County Attorney's Office



ATTEST:

EQ Florida Inc.  
Firm

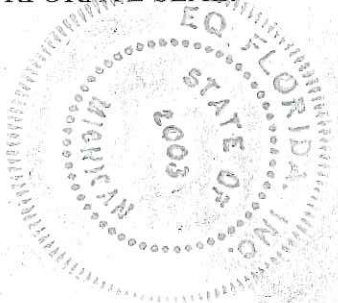
Patty Werling  
(Witness)  
Ashley Britz  
(Witness)

BY: [Signature]  
(Authorized Signature)

Kenneth Wunderlich, CFO  
(Printed Name & Title)

DATE: 5/12/2014

CORPORATE SEAL:





## EXHIBIT A

### SCOPE OF SERVICES

**for B-140065 Household Chemical Waste Center Transportation and Disposal Services**

### BASIC SERVICES

#### Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

**YOU CAN SPELL OUT OR PUT SEE ATTACHED**

#### Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

**SEE ATTACHED**

**Contractors Bid Proposal**

**And**

**Bid Schedule**

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

For **B-140065 Household Chemical Waste Center Transportation and Disposal Services**

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	<b>SEE ATTACHED Exhibit A Bid Schedule</b>			

TOTAL  
(Unless list is continued on next page)

CMO:033  
09/25/01



Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for **B-140065 Household Chemical Waste Center Transportation and Disposal Services**

CONSULTANT OR SUB-CONSULTANT NAME  
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
N/A SEE BID SCHEDULE			

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".



ATTACHMENT NO. 2 TO EXHIBIT B

### NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for B-140065 Household Chemical Waste Center Transportation and Disposal Services

CONSULTANT OR SUB-CONSULTANT NAME: NOT ALLOWED UNDER THIS CONTRACT

(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed  
CMO:033  
01/01/2010

EXHIBIT C

TIME AND SCHEDULE OF PERFORMANCE

for B-140065 Household Chemical Waste Center Transportation and Disposal Services

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	HouseHold Chemical Waste Center Transportation and Disposal Serivces See Exhibit A – Contractors Bid Proposal.		Three (3) years with the option to renew for up to two (2) additional 1 year period or until New Contract is in place



EXHIBIT D

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for B-140065 Household Chemical Waste Center Transportation and Disposal Services

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NO SUB CONSULTANT OR CONTRACTORS ARE ALLOWED UNDER THIS CONTRACT					

EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

for

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

NONE



AMENDMENT TO ARTICLES

For:

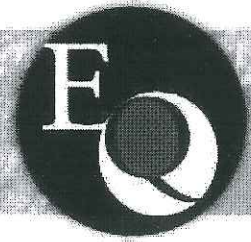
For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

CMO:  
09/25/01

**EQ IS THE ANSWER**



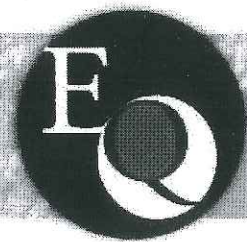
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- 8. PERMIT PACKET & AUDIT MANUAL**

**Contact:** Curt DeBrunner – Account Executive  
(813) 495-1060 *phone*  
(813) 964-1214 *fax*  
[curt.debrunner@eqonline.com](mailto:curt.debrunner@eqonline.com)



**EQ IS THE ANSWER**



**1. Bid FORMS**





# Bid Schedule

B-140065

## Household Chemical Waste Center Transportation & Disposal

Category Number	Category Title	Unit of Measure	Estimated Quantity	Unit Price Extended Price	
1	Flammable Liquid, Bulk	Per Lb	40,000	\$0.63	\$25,200.00
2	Flammable Liquid / Solid, Lab Pack	Per Lb	1,250	\$0.72	\$900.00
3	Corrosives, Bulk - Base/Acid	Per Lb	500	\$1.13	\$565.00
4	Corrosives, Lab Pack - Base/Acid	Per Lb	10,500	\$0.74	\$7,700.00
5	Pesticides - Liquid/Solid	Per Lb	5,000	\$1.34	\$6,700.00
6	Pesticides, Lab Pack - Liquid/Solid	Per Lb	20,000	\$1.63	\$32,600.00
7	Non-Regulation - Liquid/Solid	Per Lb	5,000	\$0.35	\$1,750.00
8	Hazardous Waste -Liquid/Solid	Per Lb	1,000	\$1.10	\$1,100.00
9	Explosives/Reactive/Non-Routine Cyanides and Sulfides / Low Level, Amines and Isocyanates, Lab Pack	Per Lb	650	\$5.74	\$3,731.00
10	Lead Paint Lab Pack	Per Lb	100	\$0.72	\$72.00
11	Oxidizer - Solid/Liquid, Lab Pack	Per Lb	1,400	\$5.74	\$8,036.00
12	PCB's Lab Pack	Per Lb	300	\$0.90	\$270.00
13	Mercury, Lab Pack	Per Lb	400	\$2.15	\$860.00
14	Oil Based Paint	Per Lb	60,000	\$0.69	\$41,400.00
15	Aerosols	Per Lb	6,000	\$1.24	\$7,440.00
16	Organic Peroxide	Per Lb	100	\$5.74	\$574.00
17	Hydrofluoric Acid	Per Lb	100	\$0.74	\$74.00
18	Self-Heating Solids, Lab Pack	Per Lb	100	\$5.74	\$574.00
19	Sodium Hydrosulfite	Per Lb	100	\$5.74	\$574.00
20	Flourescent Tubes	Per Lineal Ft	50,000	\$0.28	\$14,000.00
21	Batteries: Single/Rechargeable	Per Lb	4,000	\$1.38	\$5,520.00
22	Compact Flourescent Bulbs	each	4,000	\$0.53	\$2,210.00
23	Latex Paint	Lbs	300,000	\$0.35	\$105,000.00

### MATERIAL SUPPLIES

1	55 Gallon Drum	Each	500	\$32.00	\$16,000.00
2	30 Gallon Drum	Each	20	\$56.00	\$1,120.00
3	5 Gallon Drum	Each	25	\$7.76	\$194.00
4	Cubic Yard Box	Each	20	\$56.00	\$1,120.00
OTHER					
5	Setup (Mobilization and Demobilization per household Event)	Each	2	\$15,000.00	\$30,000.00

**GRAND TOTAL** \$315,284.00

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
Household Chemical Waste Center Transportation and Disposal Services  
for the Lee County Household Chemical Waste Collection Center

DATE SUBMITTED: March 11, 2014

VENDOR NAME: EQ Florida, Inc.

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

The undersigned acknowledges receipt of Addenda numbers: 1/a

**SEE ATTACHED BID SCHEDULE**

Are there any modifications to the bid or specifications?

YES \_\_\_\_\_ NO X

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the County.

MODIFICATIONS:

Bidder shall submit his/her bid on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Bidder/Bid being declared non-responsive by the County.



ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME EQ Florida, Inc.

BY (Printed): Gene Cieply

BY (Signature): 

TITLE: General Manager

FEDERAL ID # OR S.S.# 20-0414157

ADDRESS: 7202 East 8th Avenue

Tampa, FL 33619

PHONE NO.: (813) 319-3400

FAX NO.: (813) 628-0842

CELLULAR PHONE/PAGER NO.: (813) 495-1060

DUNS #: 09-372-9114

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:  
n/a

E-MAIL ADDRESS: curt.debrunner@eqonline.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE):        Yes   x   No



**ATTACHMENT A**  
**LOCAL VENDOR PREFERENCE QUESTIONNAIRE**  
**(LEE COUNTY ORDINANCE NO. 08-26)**

Instructions: Please complete either Part A or B whichever is applicable to your firm

**PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN  
LEE/COLLIER COUNTY (Only complete Part A if your principal place of business is  
located within the boundaries of Lee/Collier County)**

1. What is the physical location of your principal place of business that is located within the boundaries of Lee/Collier County, Florida?

---

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2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

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**PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN  
LEE/COLLIER COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN  
LEE/COLLIER COUNTY (Please complete this section.)**

1. How many employees are available to service this contract? 75

2. Describe the types, amount and location of equipment you have available to service this contract.

EQ owns and operates box trucks (28 foot with lift gate), tractor trailers (53 ft with lift gate),  
as well as all necessary drums (55 gallon down to 5 gallon) and containers (bulbs and paint boxes)  
and the necessary tents and equipment to operate the collection events, all out of our Tampa facility.

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: 140065

PROJECT NAME: Household Hazardous Waste Disposal

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: EQ Florida, Inc.

Signature: [Handwritten Signature] Title: General Manager Date: 3-07-14

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was signed and acknowledged before me this 7<sup>th</sup> day of March 20 14, by General Manager who has produced

(Print or Type Name)  
(personally known) as identification.  
(Type of Identification and Number)

[Handwritten Signature]  
Notary Public Signature

Kathy Beauchamp  
Printed Name of Notary Public  
Notary Public State of Florida  
Kathy Beauchamp  
My Commission FF 019585  
Expires 05/30/2017  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



PROJECT NO.: B-140065

OPEN DATE: Tuesday March 11, 2014

AND TIME: 2:30 P.M.

PRE-BID DATE: N/A

LOCATION: 1825 Hendry Street, 3<sup>rd</sup> Floor  
Fort Myers, FL 33902

# REQUEST FOR BID

## TITLE:

### HOUSEHOLD CHEMICAL WASTE CENTER TRANSPORTATION & DISPOSAL SERVICES

Advertised Date: February 21, 2014

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT

#### ADDRESS

1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

#### PROCUREMENT CONTACT:

NAME Amy Hofschneider  
TITLE: Procurement Analyst  
PHONE NO.: (239) 533-5899  
EMAIL: [ahofschneider@leegov.com](mailto:ahofschneider@leegov.com)



The Collection events are held at facilities that utilize a "one way" traffic pattern that allows participants to deliver their waste without exiting their vehicles. Contractor is to provide appropriate signage to assure safe and smooth traffic flow and to ensure efficient collection of materials.

All collected hazardous materials must be properly secured and rendered inaccessible to the public.

The Contractor must have a spill contingency plan for preventing and containing spills. The Contractor must clean up all spills that occur during any collection event, in compliance with the spill contingency plan and to the satisfaction of the County. Contractor shall coordinate with local emergency response personnel to develop a site contingency plan and train all site personnel including volunteers on Site and Safety procedures such as evacuation signals and rules.

In the case where participation rates exceed the Contractor's capability to properly manage a collection, the Contractor shall mobilize additional personnel, equipment and materials as required, at the direction of the County.

The Contractor shall provide on-site identification of all hazardous materials received at the collection event. Identification shall be sufficient to properly package all hazardous materials pursuant to USDOT requirements and to ensure acceptance at an EPA permitted TSDF. The Contractor shall comply with pre-transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous materials.

The Contractor shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the Contractor will make provisions to bulk flammable materials or other compatible wastes if such options are available.

The Contractor shall not, unless directed by the Solid Waste Division, package non-hazardous materials or empty containers formerly containing hazardous substances. The Solid Waste Division reserves the right to give the Contractor a list of products/substances that are to be retained by the Division. The Contractor will be notified prior to the start of the collection event as to what materials will be handled by the Division. Materials that the Contractor shall not package include; antifreeze, Used Oil, Rechargeable Batteries, Gasoline, Kerosene, Lantern Stove Fuel, and Diesel Fuel.

The Contractor shall prepare and maintain Uniform Chemical Waste Manifests (EPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during these events and transported from the County. Further, the Contractor shall provide copies of all Uniform Hazardous Waste manifests prepared for the Household Chemical Waste task to the County within a mutually agreed upon time period. The final manifest shall be submitted to the County within 90 working days.

The Contractor shall provide the County with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of chemical waste collected during this project within a mutually agreed upon time period. Contractor shall provide a record of all contents of each lab packed drum, such as a container contents sheet.

#### **Conditionally Exempt Small Quantity Generator**

The current disposal cost and to provide the business community of Lee County that generate less than 100 kilograms/ 220 lbs a month with CESQG collection events at our Household Chemical Waste facility located on Topaz Ct on a once per month basis at no charge to Lee County. The event will be held on agreed upon date once per month basis pending participation by businesses whereas EQ will set up, screen, collect, classify, weigh, package, label, manifest, transport, and properly dispose of all chemical wastes accepted by the contractor.



All Electronic Waste will be handled and processed by Lee County HCW staff. Cost of disposal services provided by the contractor will be paid directly to the contractor by businesses. Manifests for chemical waste collected during the event shall identify the contractor as the generator of the waste. On each of the scheduled CESQG collection events the County shall allow the contractor's personnel the use of the designated assigned area, utilities, and sanitation services.

The county will assist in providing signage and traffic control during the collection event. The contractor will provide a minimum of two (2) Chemists and (2) Forty Hour Hazwoper trained personnel for the events. The contractor shall provide such personnel, equipment, and supplies as necessary to remove all waste accepted by the contractor at the county's HCW facility by 5:00p.m. on the day of the collection event.

Events to open at 9:00am and end at 2:00p.m.

#### **Small Quantity Generator Services (SQGs)**

The Contractor shall establish collection route services for small quantity generators (those businesses generating between 100 and 1,000 kg of hazardous wastes per month). The Contractor shall identify, consolidate, package manifest and assume responsibility for all SQG wastes accepted by the Contractor. All collected hazardous waste from participating generators will be transported directly to a permitted TSDF.

#### **Transportation and Disposal Services for the HCW Collection Center and Collection Events**

The County's HCW Collection Center is located at 6441 Topaz Ct., Ft. Myers, FL. Materials received from this facility are limited to household generated wastes. The County staff will segregate, sort, and store materials received according to labeled hazard classifications. The Contractor shall bi-monthly or within two (2) working days after receipt of notification from the County, arrive at the Collection facility to remove any and all waste as directed by the County.

Title to all waste accepted by the Contractor from the County, and CESQG's for transport and disposal by the Contractor shall pass directly from the County or CESQG to the Contractor upon manifest completion by the Contractor.

The Contractor will receive material at the County's Collection Center or at other alternate sites as designated by the Solid Waste Division. The Contractor and subcontractor(s) shall comply with all applicable requirements of 40 CFR and 49 CFR as determined by the County regarding the lawful transportation and disposal of hazardous wastes.

All prices for services presented in this Contract shall be charged by the Contractor to all Lee County governmental departments, as well as all other governmental agencies, Small Quantity Generators (SQGs) and Conditionally Exempt Small Quantity Generators (CESQGs) within Lee County.

#### **Transportation of Waste**

The Contractor shall transport all wastes which are approved by the County to approved hazardous waste facilities using transporters meeting the minimum insurance requirements, licensing requirements as identified herein, and the standards applicable to transporters of hazardous waste as defined in FAC 62-730.170 and all applicable USDOT requirements for transportation of hazardous materials. The Contractor shall be responsible for all activities relating to the transportation of hazardous materials or wastes.



It is the sole responsibility of the Contractor to ensure that, should subcontractor(s) be used by the Contractor for any portion of the work, these subcontractor(s) shall meet or exceed the same requirements as the Contractor.

### **Disposal of Household Chemical Wastes**

The Contractor shall ensure that any materials received from the County are prohibited from disposal in non-hazardous waste landfills as identified in Subtitle D of 40 CFR 264, or delivered to non-hazardous waste incinerators or any such facility which is not licensed to conduct Treatment, Storage, or disposal of hazardous wastes as identified in 40 CFR 264. The Contractor shall supply the County with a certificate of destruction for wastes removed by the Contractor. The certificate of destruction shall be supplied no later than 90 days from the removal of the waste from the County's site and it shall contain the following information: Date of event/collection, location of collection, Inbound Manifest number, document number, Inbound container number, Inbound manifest page/line, Inbound weight, Inbound manifest Department of Transportation (DOT) description, Outbound facility, treatment description, outbound manifest number, outbound ship date, outbound manifest page/line. The County reserves the right to withhold a percentage of the awarded contract amount until the receipt by the County of the certificate of destruction. The manifested description and hazard classification may not be changed without prior written approval by the County.

Damages, penalties and or fines imposed on or incurred by the County or Contractor for failure to obtain and keep current any required licenses or permits, or to comply with any law, ordinance, rule, regulation or special condition applicable to the contract or directly or indirectly relating to or resulting from handling, transportation, or disposal of all materials handled or managed by the Contractor shall be borne by the Contractor. The Contractor shall manage universal waste in accordance to F.A.C. 62-730-185.

The Contractor is solely responsible for conforming to all requirements mandated by any Permitted Recycling, Treatment, Storage or Disposal Facility regarding transportation of the waste, to ensure its acceptance at the final disposal facility.

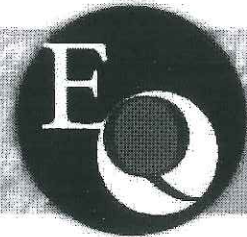
No additional or alternate Disposal sites and/or subcontractors may be used by the Contractor for services within the scope of this Contract without written authorization from the County.

Contractor will reimburse the County for actual expenses to annually audit the TSDF used by the Contractor for final handling of collected materials. This audit will be limited to two (2) County employees.

### **Training**

Contractor shall provide all personnel, equipment, supplies, and material necessary to conduct two (2) training classes for County personnel per each twelve (12) month contract period. Each class shall be for a period of not less than four (4) hours and for a maximum of ten (10) designated County personnel per class. The instruction shall at a minimum address safe and proper screening, collecting, handling, and storing of household chemical wastes, and shall include information concerning chemical compatibility, and education on safely managing unknowns and chemical spills. The first training class will be held at the County's collection center within thirty (30) days after execution of the Contract agreement. The County reserves the right to schedule up to two (2) classes during each twelve (12) month Contract period. Instructors may be qualified Contractor personnel or qualified contract instructors. Instructors and class curriculum must be acceptable and pre-approved by the County prior to class instruction. Failure of the Contractor to provide the County with acceptable instructors and an approved curriculum shall be grounds for contract termination.





## 2. EXECUTIVE SUMMARY

EQ-The Environmental Quality Company (EQ) is prepared and qualified to perform all services listed in the bid documents for the **Household Chemical Waste Center Transportation & Disposal Services** for Lee County.

EQ began in 1957 as a commercial landfill in southeastern Michigan and has grown to 27 facilities, 1,300 associates and over \$300M in sales in 2012. EQ brings financial strength and protection from liability to the County. EQ is a privately held company with excellent financial health and stability.

EQ's standard insurance policies, underwritten by Chartis, include **\$50,000,000 in Pollution Liability Coverage**, as well as a **Blended Finite Closure Policy for \$30,000,000**. EQ will provide the County with complete indemnification from liability associated with the management of wastes under this contract. This includes any liability associated with EQ's transportation, processing and disposal of wastes.

EQ has a history of managing government and university labpack projects - this proven track record assures the County that wastes will be managed effectively and with minimized risk. Service, safety and convenience are the qualities that set EQ apart from its competitors.

- **Service** means keeping our word and going the extra mile to exceed customer expectations. Our experienced account executives and resource coordinators thoroughly evaluate each job to develop an accurate cost estimate and schedule the people and equipment necessary to complete the work on time and within budget. They're also there during the job and after the work is completed to answer questions, resolve issues and provide additional resources for unexpected situations.
- **Safety** means doing it right the first time and every time. EQ has an in-house safety staff that provides each associate with health and safety training that exceeds industry requirements. Standard operating and safety procedures are strictly enforced to protect our employees and our customers.
- **Convenience** means providing a turnkey package of value-added services, including, site assessment, project management, waste characterization and approvals, manifesting, labeling, waste handling, transportation, recycling, treatment and disposal. One call is all it takes to purchase a fully integrated service and recycling/disposal package.



LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types, amount and location of material stock that you have available to service this contract.

All equipment, supplies and materials to service this contract will be provided out of our Tampa facility. They include the trucks to pickup the waste, supplies to operate the mobile collection events, and the drums for managing the regular facility cleanouts.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive three years?

Yes ☒ No ☐

If yes, please provide your contractual history with Lee County for the past three, consecutive years. Attach additional pages if necessary.

Household hazardous waste collection and disposal services (HHW) for Lee County.

CESQG regular monthly events.



**LEE COUNTY**  
**SOUTHWEST FLORIDA**

**Lee County Ordinance No. 08-26**

**Local Bidder's Preference**

**AFFIDAVIT**  
**PRINCIPAL PLACE OF BUSINESS**

☐

Principal place of business is located within the boundaries of Lee County.

Company Name: EQ Florida, Inc.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name) \_\_\_\_\_ as identification.

(Type of Identification and Number) \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

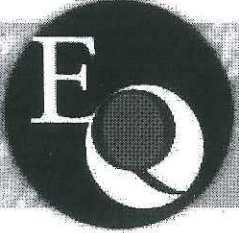
\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



EQ IS THE ANSWER



**Our Commitment**

EQ—The Environmental Quality Company is committed to being recognized as the best provider of environmental management services. To reach this goal, EQ will use innovative technologies and services that minimize waste volumes, reduce costs, and protect the environment. EQ will set the industry standard for customer service, associate satisfaction, and financial stability.

**Our Philosophy**

Environmental Quality is more than a name — it's what we do. We continually measure and improve our performance to exceed expectations and ensure full compliance with all applicable regulatory and associate health & safety requirements.

We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions. Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.

Thank you for the opportunity to provide you with this proposal. If you have any questions regarding the enclosed information, please contact me at (813) 495-1060 or [curt.debrunner@eqonline.com](mailto:curt.debrunner@eqonline.com).

Sincerely,

*Curt DeBrunner*

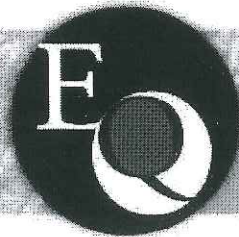
EQ – The Environmental Quality Company  
EQ Florida, Inc.  
Account Executive

EQ IS THE ANSWER



[WWW.EQONLINE.COM](http://WWW.EQONLINE.COM)

EQ IS THE ANSWER



### 3. QUALIFICATIONS

- 1) **Subcontractors:** EQ Florida, Inc. will **not** require the services of subcontractors on any waste pickup. The contract will be managed by full-time and part-time EQ employees who are 40-Hour trained and have previous lab-packing experience. The importance of having a skilled and trained staff will assist in maintaining efficient events for the County.
- 2) **Fully Licensed TSDF:** EQ is fully licensed to collect, recycle and store all hazardous waste streams collected at the events at our Part B permitted Treatment, Storage and Disposal Facility (TSDF). Our TSDF will be the primary facility for accepting all waste material, identified by our Environmental Protection Agency (EPA) ID Number. Please refer to Section 8 – Attachment D for permit copies.
- 3) **Transporters:** EQ will be the primary transporter and is fully licensed and permitted to transport waste from the County. **No** subcontractors will be used to transport material from the facility. EQ possesses the necessary DOT exemptions for hauling for hauling these hazardous materials. Insurance and liability limits for transportation are attached. Please refer to Section 8 – Attachment D for permit copies.
- 4) **Disposal / Treatment Facilities:** EQ will use only approved disposal facilities for disposal/treatment of waste material collected at the facility. EQ's Compliance Manager closely audits approved facilities to ensure quality operations and minimize liability for the County. Upon request, EQ will send the County audit packages for all approved disposal / treatment facilities. Please refer to Section 7 for facility listings.





**REQUEST FOR BIDS**  
**FOR**  
**Household Chemical Waste Center**  
**Transportation & Disposal Services**  
**B-140065**

Request for bids regarding Household Chemical Waste Center Transportation & Disposal Services, will be received until 2:30 pm on Tuesday, March 25, 2014, by the Lee County Procurement Division Office located at 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901.

**Description of Work**

The Contractor will be responsible for the coordination and operation of up to two (2) annual collection events within the city limits of Cape Coral / Bonita Springs. The County does not warrant any minimum number of events and should conditions change and waives its requirement for collection events, this portion of the scope will not be required of the Contractor.

The Contractor will provide competent, qualified and trained personnel, tools, generators, lab instruments, tents, communications equipment, emergency response kits, manifests, receiving services, packaging, transportation services, disposal services, and agency coordination in accordance with all applicable local, state, and federal ordinances, rules and regulations.

**Solicitation Documents**

Before submitting a Bid, the interested consultant must obtain a complete copy of the Request for Bids package for B140065, Household Chemical Waste Center Transportation & Disposal Services dated February 21, 2014 from Lee County Procurement Management. The Request for Proposals package may be downloaded from the Lee County website at [www.lee-county.com/procurementmanagement](http://www.lee-county.com/procurementmanagement) (Project, open) or by contacting Amy Iofschneider of the Lee County Procurement Management Division at 239-533-5450.

This notice and the Solicitation documents may be made available upon request in alternative accessible formats to person with disabilities.

Affidavit Requested



**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
HOUSEHOLD CHEMICAL WASTE CENTER  
TRANSPORTATION AND DISPOSAL SERVICES**

**SCOPE**

The Contractor will be responsible for the coordination and operation of up to two (2) annual collection events within the city limits of Cape Coral / Bonita Springs. The County does not warrant any minimum number of events and should conditions change and waives its requirement for collection events, this portion of the scope will not be required of the Contractor.

The Contractor will provide competent, qualified and trained personnel, tables, generators, lab instruments, tents, communications equipment, emergency response kits, manifests, receiving services, packaging, transportation services, disposal services, and agency coordination in accordance with all applicable local, state, and federal ordinances, rules and regulations including but not limited to Lee County Government, local Fire Marshal, Florida Department of Environmental Protection (FDEP), the Environmental Protection Agency (EPA), and the United States Department of Transportation (USDOT).

For each event a contractor must have a minimum of fifteen (15) qualified environmental workers which would consist of four (4) chemists, and four (4) 40 hour hazardous waste operator (Hazwoper) certified staff, and four (4) first responders and the others must have a minimum of 8 hour hazardous waste awareness training. These personnel will be required to unload approximately 250 cars per hour.

Bidder is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

**BASIS OF AWARD**

The basis of award will be the (grand total) lowest most responsive responsible qualified bidder meeting all specifications. Lee County unconditionally reserves the right to award to the vendor whose prices, in its sole judgment, is the most realistic in terms of provision of the best services. Additionally, Lee County reserves the right to reject any and all bidders at any time, unconditionally and without cause.

**TERM OF AWARD**

If awarded, the terms of this solicitation shall be in effect for three (3) years or until new quotes are taken and awarded. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to two additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

**MAJOR BREAKDOWNS/NATURAL DISASTERS**

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.



Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

PRICE ESCALATION/DE-ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. **However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.**

The awarded contractor (s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The contractor shall document the amount and proposed effective date of the change in price. The price change must affect all appropriately representative contractor accounts serviced by the contractor. Documentation shall be supplied with contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the contractor by others not under the control of the vendor. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Contractor shall continue to fulfill all conditions of the contract prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

#### AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx>.



## TECHNICAL REQUIREMENTS

### Introduction

The purpose of these specifications is to describe the requirements of Lee County relative to the transportation and disposal of chemical waste materials from the County's collection center and collection events to an Environmental Protection Agency (EPA) permitted Transportation/Storage/Disposal Facility (TSDF) and subsequent disposal of these materials in a manner permitted by all applicable laws and regulations. The chemical waste materials generated will come from homeowners, small businesses, schools and governmental agencies within Lee County.

### Scope of Services

#### Household Chemical Waste Collection Events

The Contractor will be responsible for the coordination and operation of up to two (2) annual collection events within the city limits of Cape Coral / Bonita Springs. The County does not warrant any minimum number of events and should conditions change and waives its requirement for collection events, this portion of the scope will not be required of the Contractor.

The Contractor will provide competent, qualified and trained personnel, trailers, generators, lab instruments, tents, communications equipment, emergency response kits, manifests, receiving services, packaging, transportation services, disposal services, and agency coordination in accordance with all applicable local, state, and federal ordinances, rules and regulations including but not limited to Lee County Government, local Fire Marshal, Florida Department of Environmental Protection (FDEP), the Environmental Protection Agency (EPA), and the United States Department of Transportation (USDOT).

For each event a contractor must have a minimum of fifteen (15) qualified environmental workers which would consist of four (4) chemists, and four (4) 40 hour hazardous waste operator (Hazwoper) certified staff, and four (4) first responders and the others must have a minimum of 8 hour hazardous waste awareness training. These personnel will be required to unload approximately 250 cars per hour.

### HCW

The Contractor will receive this material at the County's Collection Center or at other alternate sites as designated by the Solid Waste Division.

Receipt of material from citizens are anticipated to be one day only per event between the hours of 8am and 2pm but may be extended as necessary. However, all set up and packaging is considered a part of the event cost given the site's time restrictions.

Contractor shall provide supervision, materials, equipment, supplies and sufficient trained personnel capable of accepting, classifying, weighing, packaging, removing and properly disposing of household chemical wastes collected during the collection event. Staffing, material, equipment and supplies shall be adequate for a 1,500-customer collection and shall include shelter; a roll-off for oil based paint, managing latex paint, drums, and other packaging material, drinking water for contractor and County staff, spill cleanup materials, and other required safety equipment. The County will be responsible for off-site traffic control and customer relations. Contractor shall be responsible for unloading vehicles, sorting, segregating, classifying, packaging, bulking, weighing, and manifesting received materials. There will be a minimum of fifteen (15) qualified environmental workers which would consist of four (4) chemists, and four (4) 40 hour hazardous waste operator (Hazwoper) certified staff, and four (4) first responders and the others must have a minimum of 8 hour hazardous waste awareness training. These personnel will be required to unload approximately 250 cars per hour.



# THE ENVIRONMENTAL QUALITY COMPANY

YOUR BUSINESS. OUR SOLUTIONS. A PRODUCTIVE PARTNERSHIP.

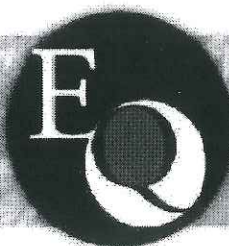


## 2013 Statement of Qualifications

36255 MICHIGAN AVENUE  
WAYNE, MICHIGAN 48184  
(800) 592-5489  
[WWW.EQONLINE.COM](http://WWW.EQONLINE.COM)



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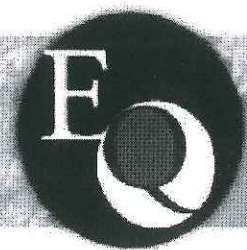
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## 1. OVERVIEW

EQ - The Environmental Quality Company is committed to providing the highest quality environmental services possible and delivering "Best in Class" customer care that sets the standard in the industry. Working closely with our partners, EQ implements solutions that enhance our customer's business while at the same time creating a valuable strategic alliance.

For over fifty years, EQ has been offering a comprehensive line of hazardous and industrial waste management, transportation, industrial cleaning, remediation, recycling and specialized technical services. Our growth is a result of continuous innovation and the effective application of the most reliable environmental technologies. Our services are supported by the most extensive and reliable customer indemnification package available in the environmental services industry.

We employ and train the most technically skilled professionals in the industry. EQ Associates are the key to developing innovative solutions and to exceeding the goals of our customers. We are proud of the fact that our Associates have enabled EQ to lead the industry in customer satisfaction while offering the most complete environmental services.

Our comprehensive menu of environmental solutions sets us apart from all other companies in the field. When our customers face environmental challenges, they know that EQ offers the complete answer.

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## **2. MISSION STATEMENT, MANAGEMENT SYSTEM POLICY AND PHILOSOPHY**

### **Mission Statement**

EQ is committed to being recognized as the best provider of environmental management services. To reach this goal, EQ will use innovative technologies and services that minimize waste volumes, reduce costs and protect the environment. EQ will set the standard for customer service, associate satisfaction and financial stability.

### **EQ - Management System Policy**

**We are committed to:**

- Ensuring a safe and healthy environment for EQ Associates, our customers and the public;
- Complying with all applicable laws, regulations and other requirements to which we subscribe;
- Continually improving our integrated Quality, Environmental, and Health & Safety Management Systems;
- Providing a comprehensive line of environmental solutions by utilizing continual innovation and new applications of current technologies;
- Minimizing the environmental impacts of our services, operations and products, through application of sustainability principles such as recycling, reuse, pollution prevention, emergency preparedness and conservation of materials and natural resources;
- Exceeding our customers' expectations for quality, service and products.
- Educating, training and motivating our EQ Associates because they are the key to applying the management system into our operations, developing new solutions and satisfying our valued customers.

*EQ has a comprehensive, corporate-wide Quality, Environmental, Health and Safety management system. This system uses uniform documented processes and policies for all employees to follow consistently at all times, as well as certification to the ISO 9001, 14001 and OHSAS 18001 standards. This management system demonstrates EQ's dedication to all QEHS processes to ensure consistent operations in all areas, establishing an organized, disciplined work environment.*

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Michigan and the only TSCA permitted landfill in the Midwestern United States. Because of WDI's exemplary safety and compliance record, the company was the first in the nation to secure environmental liability insurance for a hazardous waste landfill facility.

- 1986** - EQ continued to expand its capabilities by acquiring EQ Resource Recovery, Inc. (EQRR). This allowed EQ to add the recycling of organic solvent materials as well as fuel blending, chemical recycling, wastewater treatment and oil-water treatment to its line of services.
- 1997** - EQ Industrial Services, Inc. (EQIS) was launched with the addition of more than 200 pieces of highly specialized industrial cleaning and maintenance equipment. Now EQ could also offer in-plant, industrial cleaning and maintenance services to its customers.
- 1998** - EQ Airport Services (EQAS) was developed as a division of EQRR to provide glycol recycling and storm water management services to aviation clients.
- 2000** - The EQ Total Waste Management Division was created. This division of EQIS provides in-plant, total waste management to large industrial companies.
- 2001** - The EQ Emergency Response Team expanded to provide 24-hour spill response across the United States and Canada.
- 2003** -EQ acquired Franklin Environmental Services in Wrentham, Massachusetts. The company was renamed EQ Northeast and provides decontamination, industrial cleaning, remediation, emergency response, asbestos abatement, waste transportation and waste disposal services.
- 2004** - EQ acquired the assets from several US Liquids locations. EQ Detroit, Inc. (formerly USL Detroit) gives EQ additional treatment capacity and operational flexibility in the highly industrialized upper Midwest. EQ Florida, Inc. (formerly USL Florida) is a RCRA Part B permitted TSDF that provides lab pack, HHW and LTL logistical services for industrial and municipal clients in Florida and Georgia. EQ Augusta Inc. located in Georgia, is a non-hazardous wastewater treatment plant. And EQ Mobile Recycling Services, Inc. (formerly First Source, Inc.) is a fleet of mobile solvent recycling trucks serving industrial clients in the eastern half of the country.

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**2006** - EQ acquired the assets of Angus Tank Cleaning Corporation of New Jersey. The company – renamed EQ Terminal Services - has over 30 years of experience focused on cleaning petroleum and chemical tanks and provides a wide range of additional services, including waste disposal, emergency response and industrial maintenance services. The acquisition further strengthens EQ's eastern United States marine terminal operations. EQ Terminal Services Division services several major petroleum terminals around New York Harbor including a 520-acre Bayonne facility in the largest chemical distribution point on the east coast. Terminal Services' experience, quality reputation and strong client base compliment EQ's existing service capabilities. This addition continues a trend of strategic acquisitions and Greenfield startups that has given EQ a national presence.

**2008** - EQ Dallas was opened as a gateway to providing quality environmental services in the western half of the country. As EQ's customer base continues to expand nationally, this strategic growth will continue to enhance EQ's service capabilities. EQ Dallas provides consolidation of non-bulk loads, drum management services, transportation and hazardous/nonhazardous waste disposal.

The EQ Baltimore Service Center was also added in 2008 to handle the ever increasing demand for environmental services in the Northeast. EQ Baltimore operates with a fully trained and experienced staff, utilizing an extensive fleet of specialized equipment to handle all levels and types of environmental services. EQ Baltimore provides the following services: hazardous and non-hazardous waste transportation and disposal, including bulk tanker and drum quantities; industrial cleaning and maintenance services; site remediation services, including turnkey project management of contaminated sites; UST and AST remediation services; lab packing and small quantity chemical management services.

**2009** - EQ de Mexico was incorporated to support the expansion of services related to the North American Total Waste Management (TWM) contracts based in Monterrey, Nuevo Leon. Driven by a senior management team with expert knowledge of Mexican & USA regulations, EQ de Mexico has the abilities to expand its service offerings across the country.

**2010** - EQ acquired Envirite, which included all waste treatment, transportation, service and recycling operations at Envirite of Ohio (Canton), Envirite of

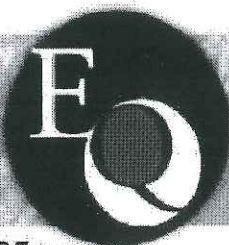
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Illinois (Harvey) and Envirite of Pennsylvania (York). With over 35 years of experience, Envirite specializes in the treatment and recycling of metal bearing liquids and solids. This includes contaminated solids, debris, liquid and dry waste recovery. Services provided by Envirite include inorganic solid and liquid waste, transportation services, drum waste management, metals recycling, technical services and remediation services. Envirite also possesses a unique federal delisting certification at its three facilities. This delisting is the result of demonstration to the EPA that Envirite's proprietary treatment process converts fifteen types of listed inorganic waste into non-hazardous residues. The facilities are now known as EQ Ohio, EQ Illinois and EQ Pennsylvania.

EQ also acquired a hazardous waste treatment facility from A Clean Environmental (ACE) in Tulsa, OK. This facility is a RCRA permitted hazardous waste treatment, storage and disposal facility that can accept and manage nearly all waste types and waste codes in drum and bulk containers. This includes treatment of both hazardous and non-hazardous wastewaters and solids. Waste accepted includes spent acids and caustics, chemical process wash water, off-specification or discarded chemicals, rinse waters, degreasers, coolants and other processing waste suitable for on-site treatment. Other services offered include transportation, emergency response and industrial cleaning. The facility is now known as EQ Oklahoma.

**2011** - EQ Las Vegas was opened to help with EQ's growing customer base in the Western region of the United States. This facility offers hazardous and non-hazardous waste transportation and disposal, industrial cleaning and maintenance services, site remediation services, and lab packing and small quantity chemical management services.

**2012** - EQ acquired the assets of Terra First, Inc. in Vernon, Alabama. This location enhances our leadership capabilities and better offers our services to the South and Gulf Coast regions. This facility provides hazardous and non-hazardous waste transportation and disposal, service to the wood preserving industry, industrial cleaning and maintenance services, emergency response and lab packing and small quantity chemical management services.

**2012** - EQ continues to be the leader in the environmental services industry. We use innovative technologies and services that minimize waste volumes, reduce costs, and protect the environment. EQ has the flexibility to tailor





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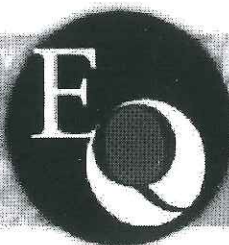
its services to meet the needs of our customers and to ensure superior service. This combination of historical presence, technical innovation and flexibility has defined EQ's commitment to setting the industry standard for customer service, associate satisfaction and financial stability.

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## OUR PHILOSOPHY

Environmental Quality is more than a name – it's what we do. We continually measure and improve our performance to exceed expectations and ensure full compliance with all applicable regulatory and associate health & safety requirements.

We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions.

Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.

## **3. COMPANY HISTORY**

EQ-The Environmental Quality Company (EQ) is a single source environmental services organization that utilizes over 50 years of experience operating fixed-base industrial waste management facilities to provide a full range of recycling, treatment, disposal, remediation and in-plant services. The privately held corporation, based in Wayne, Michigan, has annual revenues approaching \$250 million and is one of Michigan's largest environmental services companies. The organization employs approximately 900 technicians and environmental professionals, working at 28 locations in the United States.

EQ-The Environmental Quality Company began in 1957 as an extension of an excavation and sewer installation business. A small landfill in southeastern Michigan – Wayne Disposal, Inc. (WDI) – was opened and strong relationships were built with waste haulers as EQ began operating additional sites:

**1974-** Michigan Disposal Waste Treatment Plant (MDWTP) was built to provide a waste disposal solution for municipal and industrial wastewater treatment plants that were having a difficult time disposing of their treatment sludge. A modern treatment facility was constructed after the promulgation of RCRA in the early 1980s and today MDWTP is the largest treatment and solidification facility (by volume) in the United States, processing both process and remedial waste streams. MDWTP has also been certified to accept CERCLA (Superfund) waste by the U.S. E.P.A. since 1992.

**1982 -** Wayne Disposal, Inc. (WDI) received its first RCRA permit and currently operates the only commercial hazardous waste landfill in the state of

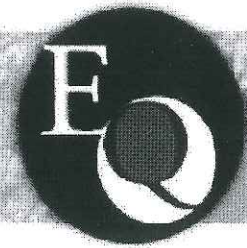
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## Commitment to Customer Value

The qualities that set EQ apart from its competitors:

- **Safety** – EQ is committed to providing a safe and healthy work environment for our associates and customers. This is done through the implementation of a corporate wide safety management system and a behavior based safety program.
- **Service** - EQ is committed to providing the highest quality environmental services possible and delivering “Best in Class” customer care that sets the standard for the industry. Utilizing a Single Point of Contact (SPOC), customers are ensured that their needs are met with one phone call. The SPOC has the ability to manage all operational elements of the customer relationship through an extensive network of EQ resources.
- **Solutions** – EQ is committed to providing a comprehensive range of solutions that meet any environmental need. We work with our customers every step of the way to develop feasible alternatives and identify the most compliant & cost effective options.

## Protection of Your Present & Future Liability

### **Customer Indemnification**

EQ provides its customers with the highest indemnification in the industry. EQ contractually agrees to indemnify, defend and hold its customers harmless for damages, claims, fines and other losses (asserted by persons or governmental agencies) resulting from EQ's negligent or intentionally wrongful acts, errors or omissions. This indemnification covers all waste we treat and dispose of for our customers, whether we dispose of it in our own landfills or one of our audited and approved third party disposal facilities. The indemnification is backed by our excellent insurance program outlined below.

### **Financial Strength**

EQ's strong customer indemnification is backed by considerable financial strength as a result of a very sound business plan, a healthy balance sheet, strong profitability and conservative accounting practices. While EQ's financial statements are not publicly available, customers may review such statements once the customer executes EQ's standard confidentiality agreement.

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## 4. CUSTOMER EXPERIENCE MEASUREMENT

The EQ Customer Experience Measurement (CEM) maintains our focus across the entire corporation on our customers and the services that we provide them. Our mission statement states that we will "set the industry standard for customer service." CEM is our tool used to reach that goal. The CEM program is structured to focus on metrics that will provide feedback to all aspects of the EQ organization.

The goals of the program are as follows:

- Provide timely data to the corporation regarding system performance, as it relates to customer satisfaction.
- Create metrics that reflect operational performance and track improvements.
- Create reports that are accessible and useful management tools for review on a regular basis, with implementation of appropriate action plans/follow-up on issues.

This approach breaks the customer experience into four key sections of our customer interaction. The section weighted average and what will be measured in each section is as follows:

1. **Service Initiation**
2. **Service Execution**
3. **Service Completion**
4. **Customer Perception**

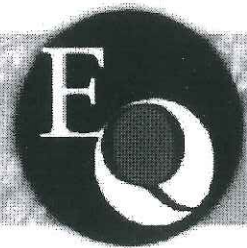
CEM scores are communicated on a monthly basis via e-mail, posted on communication boards and reported in management meetings.

Of course, there are many other accomplishments that EQ is proud of and our highly qualified team of professionals is committed to continuous improvement. EQ and its associates continue to set new standards for the waste management industry and gain recognition for the company as the industry leader in quality and total customer satisfaction.





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## 5. EQ BENEFITS

EQ – THE ENVIRONMENTAL QUALITY COMPANY is a fully integrated environmental services organization with over 50 years of experience in the design, construction and safe operation of state-of-the-art recycling and waste management facilities. EQ and its related entities also offer a full range of high quality environmental services, including:

- Total Waste/Resource Management
- Recycling – Universal Waste, Mobile Solvent Recycling, Metals Recovery
- Industrial Cleaning and Maintenance
- Remediation Planning and Execution
- Emergency Response Services
- Lab Packing Services
- Hazardous & Nonhazardous Waste Treatment and Disposal
- Waste Transportation Services
- Household Hazardous Waste Collection Events
- Retail Waste Solutions
- Thermal Desorption
- Aircraft Deicing Fluid Recycling

This unique combination of fixed-based facilities with extensive service capabilities allows EQ to manage all waste streams from the point of waste generation, through transportation and final disposition. All environmental services can be managed by one organization - **reducing costs and minimizing liability** - as part of the only truly integrated service and recycling and disposal package in the environmental industry.

EQ understands that each customer is unique. Rather than forcing our customers to fit into our programs, we tailor our services to meet their needs. With our comprehensive line of services, including our backbone of recycling, treatment and disposal facilities, we are able to help our customers meet their environmental sustainability goals.

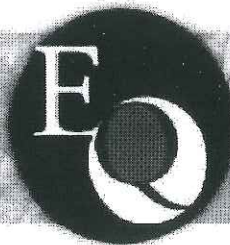
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**EQ IS THE ANSWER**



**Insurance Coverage**

EQ's standard insurance policies include \$50,000,000 in Pollution Legal Liability coverage. This policy covers EQ and additional insured customers from losses resulting from certain pollution conditions, including on-site and off-site releases, owned and qualified non-owned facilities, transportation, processing, and disposal. The policy provides indemnification for our customers from CERCLA liability associated with EQ's operations.

EQ also maintains \$30,000,000 of insurance to cover costs associated with regulatory mandated RCRA closure and post closure obligations at our permitted facilities. This insurance exceeds our estimate of these obligations and ensures our customers that EQ will have the financial resources to properly deal with its long-term liabilities.

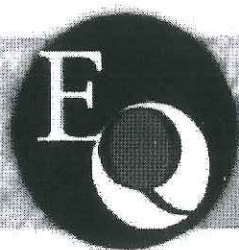
EQ continually measures and improves our performance in order to exceed expectations and ensure full compliance with all applicable regulatory and health & safety requirements. We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions. Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.

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## 6. SCOPE OF SERVICES

### In-Plant Services

Total Waste/Resource Management  
Drum Pad Management  
Wastewater Facilities Maintenance  
Preventative Cleaning & Maintenance  
Equipment Cleaning  
Pollution Prevention

### Industrial Cleaning & Maintenance

Wet & Dry Vacuuming  
Vacuum Sweeping  
Water Blasting (3,000-36,000 psi)  
Sewer & Drain Cleaning  
Pit, Tank & Process Pipe Cleaning  
Paint System Cleaning  
Duct & Plant Air System Cleaning  
Confined Space Entry

### Waste Transportation

Stainless Steel Vacuum Tankers  
Bulk Liquid Tankers  
Dump Body Vac Trucks  
Roll-Off Systems (open & closed top)  
Vac-On Boxes  
Frac Tanks  
Drum & Container Hauling

### Sewer Maintenance

Jet Rodder Cleaning  
Video Inspection

### Landfill Services

RCRA Disposal  
TSCA Disposal  
NORM/TENORM Disposal  
Subtitle D Disposal (off site)

### Remediation Services

Site Assessment & Surveying  
In-Situ Treatment  
Excavation  
Solidification  
Dewatering  
Facility Decontamination  
Transportation  
Recycling, Treatment & Disposal  
Site Restoration  
Brownfield Redevelopment  
UST Removal  
Project Management

### Emergency Response

24-hour Spill Response  
Level A, B, C Protection  
Product Transfers  
General Railcar Maintenance  
Spill Contingency Planning  
Yearly Service Agreements  
Nationwide Service Contracts

### Waste Treatment

Stabilization  
BDAT Treatment  
Chemical Oxidation  
Chemical Reduction  
Deactivation/Neutralization  
Micro & Macro Encapsulation  
Pozzolonic Stabilization  
Subpart CC Treatment  
Thermal Desorption  
Delisting of Hazardous Waste

### Healthcare Solutions

Pharmaceutical Waste  
DEA II-V Controlled Substances  
Lab Packing

### Resource Recovery

Metals Recycling  
Chemical Recycling  
Oil-Water Separation  
Oil Recycling  
Wastewater Treatment  
Fuel Blending  
Aircraft Deicing Fluid Recycling

### Specialized Services

Lab Packing  
Waste Sampling & Analysis  
Manifesting & Labeling  
RCRA/TSCA/DOT Training  
Waste Minimization Studies  
Regulatory Compliance  
Household Hazardous Waste

### Service Centers

Indianapolis, Indiana  
Atlanta, Georgia  
Detroit, Michigan  
Wrentham, Massachusetts  
Baltimore, Maryland  
Dallas, Texas

### Universal Waste

Pack Back Mail-back Program

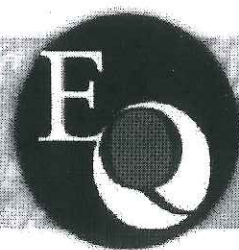
### Retail Waste Solutions

Waste Characterization  
Waste Classification  
Compliance Program  
Real-time IT Data  
Segregated Waste Program  
Exterior Beautification





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## **7. RELATED COMPANIES**

**EQ AIRPORT SERVICES** is a full-service storm water management and environmental services partner utilizing unique programs to fit the special needs of each aviation client. This division of EQRR has designed, constructed and currently operates deicing fluid collection and on-site processing systems at Salt Lake City, Pittsburgh and Minneapolis-St. Paul International airports. EQAS also manages the deicing fluids from many other major airports within the Great Lakes Region, including Detroit, Cincinnati, Grand Rapids, Cleveland and Albany. This fluid is recycled into a >99% pure material that is sold to various industrial users.

**EQ ALABAMA, INC.** provides hazardous and non-hazardous waste transportation and disposal, service to the wood preserving industry, industrial cleaning and maintenance services, emergency response and lab packing and small quantity chemical management services.

**EQ AUGUSTA, INC.** provides non-hazardous wastewater treatment for industrial clients. Based in Augusta, Georgia, the facility was recently updated to comply with the Federal Centralized Wastewater Treatment discharge standards.

**EQ DETROIT, INC.** offers essential treatment services for hazardous and non-hazardous liquids, solids, sludges, and debris. The facility is a RCRA Part B permitted facility that can handle nearly all federal and state of Michigan waste codes. EQ Detroit treatment technologies include oil/water separation, chemical oxidation, and biological and chemical precipitation. The stabilization plant consists of seven large treatment vaults, which are accessible by truck and rail. EQ Detroit is ISO 9001/14001 certified.

**EQ EMERGENCY RESPONSE** has the resources to handle emergency spills from start to finish - from spill reports, profiling and waste analysis to treatment and disposal options. Trained, experienced professionals staff our Emergency Response Service 24-hours a day, 7 days a week. EQER services are available nationwide and can also provide product transfers, spill contingency planning, and yearly service agreements. EQER is ISO 9001/14001 certified.

**EQ FLORIDA, INC.** offers a single source option for your waste management needs. This RCRA Part B facility can manage nearly all waste codes and specializes in lab packing, small quantity services including LTL, and household hazardous waste management. Additional services include remediation and industrial cleaning and maintenance.

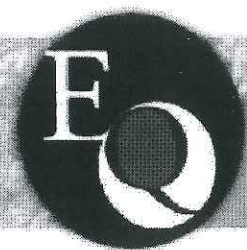
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EQ ILLINOIS is a technological leader in the treatment of inorganic wastes and metals recycling services. EQIL services a wide range of generator companies nationwide who depend on us for our innovative treatment technology, competitive prices, unsurpassed customer service, reliable transportation and lab services, and consistently proven results. EQIL's treatment process converts hazardous inorganic wastes into non-hazardous, delisted residues. As a result, RCRA hazardous waste liabilities are eliminated and other long-term risks associated with disposal are minimized.

EQ INDUSTRIAL SERVICES, INC. is a turnkey environmental services company, specializing in industrial cleaning and maintenance, waste transportation, and environmental management services. EQ's On-Site Services Group, Remediation Services, Emergency Response Services, Systems Installation Management Group and Regional Service Centers are all divisions of EQIS. EQIS is ISO 9001/14001 certified.

EQ LAS VEGAS offers hazardous and non-hazardous waste transportation and disposal, industrial cleaning and maintenance services, site remediation services, and lab packing and small quantity chemical management services.

EQ DE MEXICO offers expert environmental management services which include: total waste management programs (onsite/remote), project management, remediation services, industrial cleaning and maintenance, waste transportation/disposal and environmental assessment services.

EQ MANAGED SERVICES provides Total Waste Management programs, which delivers volume and cost reductions by focusing on the "Reduce, Reuse, Recycle" philosophy. This division also implements and manages Environmental Management Systems (EMS) for companies that are registering for ISO 14001. EQ MANAGED SERVICES also provides Lab Packing services as well as Household Hazardous Waste collection events across Michigan.

MICHIGAN DISPOSAL WASTE TREATMENT PLANT is the largest stabilization and treatment facility in North America (by volume) with the ability to process hazardous and non-hazardous materials through stabilization, chemical oxidation/reduction, deactivation, encapsulation and other permitted technologies. MDWTP manages more than 600 federal and state waste codes. The plant also features a Regenerative Thermal Oxidation (RTO) system and is the only treatment and stabilization facility in North America that is fully compliant with RCRA Subpart CC emissions standards. This allows MDWTP to treat

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organic waste streams with high concentrations of Volatile Organic Compounds (above 500 ppm) for much less than the cost of incineration. MDWTP is ISO 9001/14001 certified.

EQ MOBILE RECYCLING SERVICES, INC. operates a fleet of mobile solvent recycling stills that provide on-site recycling services throughout the eastern United States. The trailer-mounted stills are self-contained units that perform solvent distillation at the point of generation. Waste solvents are processed in 500-7500 gallon batches and clean solvent is returned to the operation.

EQ NORTHEAST, INC. has been a leader in the transportation and remediation of hazardous wastes for over 25 years. EQNE's environmental expertise extends to all types of remedial actions including contaminated soil excavation, underground storage tank removal and installation, chemical lagoon closures, facility decontamination, PCB abatement and radioactive material containment, excavation, and removal.

EQ OHIO is a technological leader in the treatment of inorganic wastes and metals recycling services. EQOH's treatment process converts hazardous inorganic wastes into non-hazardous, delisted residuals. As a result, customers' RCRA hazardous waste liabilities are eliminated and other long-term risks associated with disposal are minimized.

EQ OKLAHOMA is a RCRA permitted TSDF facility that can manage nearly all waste codes in drum and bulk containers. The facility consists of treatment operations for both hazardous and non-hazardous wastewaters and solids. Waste accepted includes spent acids and caustics, chemical process wash water, off-specification or discarded commercial chemicals, rinse waters, degreasers, coolants, wastes suitable for fuel blending, petroleum contaminated waters, and other wastes suitable for treatment on-site.

EQ PENNSYLVANIA specializes in a delisting process which converts hazardous inorganic wastes into non-hazardous residuals. As a result, customers' RCRA hazardous waste liabilities are eliminated and other long-term risks associated with disposal are minimized. EQPA also specializes in the recovery of valuable metal residues from selected waste streams. Working with CD&E Refining, EQPA is able to recover precious metals at a fully permitted, dedicated onsite building

EQ REMEDIATION SERVICES provides a variety of specialized remedial and in-plant services designed to meet specific customer needs. These services

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include site assessment, remedial action planning, waste sampling, remediation, CERCLA closure requirements, liability buyout and assumption projects, and Brownfield redevelopment.

EQ RESOURCE RECOVERY, INC. is a RCRA Part B approved, ISO 14001 certified, chemical recycling facility. EQRR primarily recycles aircraft deicing fluid from the EQ Airport Services Division. This fluid is recycled into a >99% pure material that is sold to various industrial users. EQRR is direct rail served and also supports projects being transported via rail that are destined for MDI and WDI for treatment and landfill disposal.

EQ SERVICE CENTERS provide nonhazardous waste processing via phase separation, bulking and disposal; universal waste sorting, bulking and final disposition; ten day transfer for nonhazardous, non-regulated and hazardous materials; RCRA empty drum handling; and scrap metal recycling. This division of EQIS has locations in Detroit, MI; Indianapolis, IN; Atlanta, GA; Wrentham, MA; Baltimore, Maryland; and Dallas, Texas.

EQ SYSTEMS INSTALLATION MANAGEMENT offers a broad range of systems installation options such as Remediation System Installation, Environmental Site Clean-Up, and UST and AST Services. Our staff of technical professionals is committed to continuous research, training, and development to ensure that your project meets or exceeds environmental and OSHA requirements.

WAYNE DISPOSAL, INC. is the only commercial hazardous waste landfill in Michigan and the only landfill in EPA Region V permitted to accept PCB contaminated wastes. WDI's state-of-the-art containment cells feature double composite liners comprised of natural clay, two 80-mil HDPE plastic liners and two leachate collection zones. WDI is ISO 9001/14001 certified.

To support these operations and service lines, EQ has assembled a nationally recognized team of professionals in areas of operations, management, treatment technologies, industrial cleaning, regulatory compliance, health and safety, information systems, and other related functions. EQ associates have developed systems to profile, characterize, approve, and receive 500,000 gallons of waste and 1000+ containers from hundreds of generators daily. The tracking and record keeping system prepares and tracks approval, processing, and manifest records from over 10,000 active files daily.

EQ managers and associates are members of committees and associations that affect the development and implementation of numerous compliance and

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regulatory concerns. These systems and resources are functional and in place now to support EQ customers.

Through the operation of numerous fixed-base permitted hazardous waste TSDF's, accumulation storage areas, and satellite accumulation sites, EQ has vast experience with federal, state and local requirements. To support these operations EQ maintains systems for the purchase and management of all equipment, supplies, repair, maintenance, and fabrication needed for real time, cost effective operations.

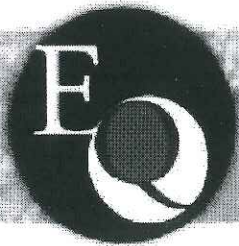
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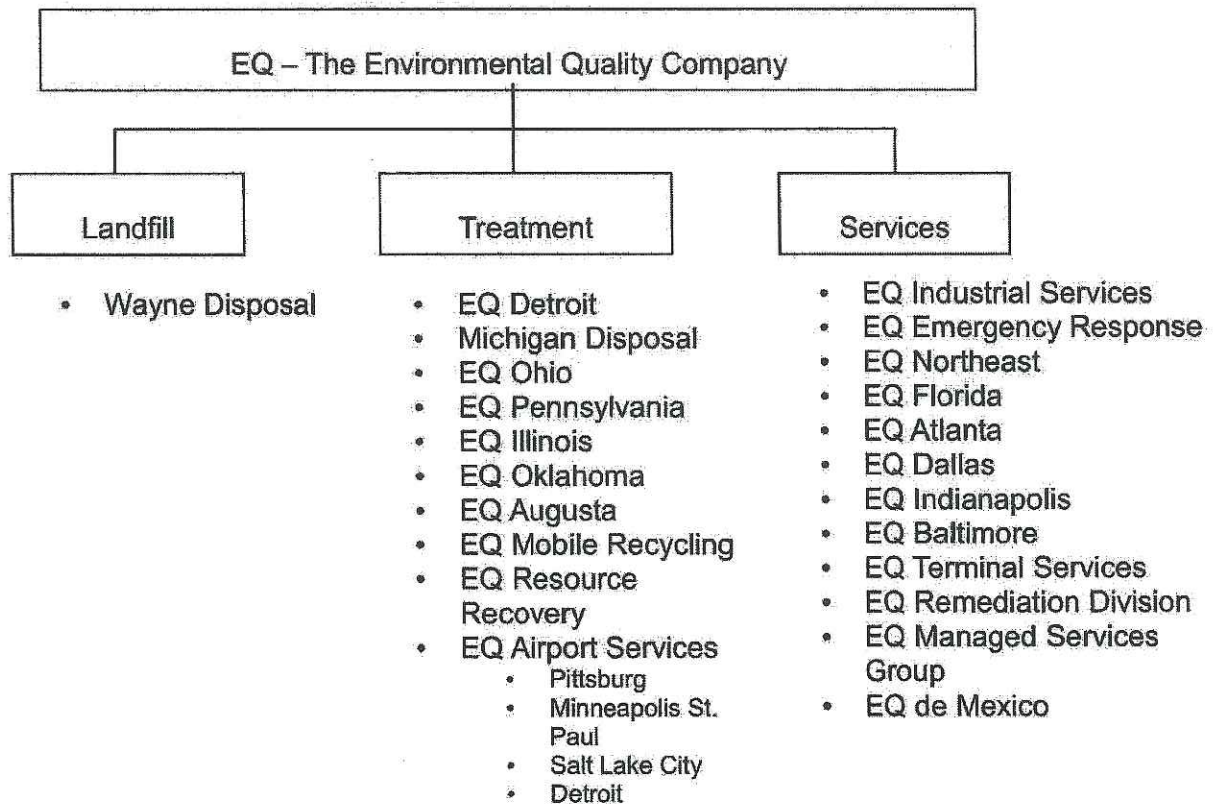
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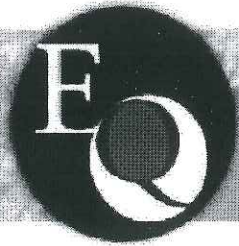
## 8. ORGANIZATIONAL CHART



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## 9. EXECUTIVE BIOGRAPHIES

### DAVID M. LUSK - PRESIDENT and CEO

David M. Lusk is the President and CEO of EQ. Previous positions at EQ include President of Hazardous Waste Operations. Lusk has 22 years of experience managing hazardous waste operations.

Lusk previously worked for eight years as EQ's vice president of operations at Michigan Disposal Waste Treatment Plant and Wayne Disposal Hazardous Waste Landfill before leaving to join Republic Waste Industries in Cleveland, Ohio. He was vice president of Midwest operations at Republic, supervising all hazardous waste operations.

Lusk rejoined EQ in 1994 and is currently responsible for all aspects of the organization's operations including EQ's 24 facilities across the country, transportation services, industrial services, airport services, and remediation services.

Lusk earned Bachelor of Science degrees in Chemistry and Cellular and Molecular Biology from the University of Michigan. He also earned a Masters of Business Administration from Eastern Michigan University.

### KENNETH W. WUNDERLICH - CHIEF FINANCIAL OFFICER

Ken Wunderlich is the Chief Financial Officer of EQ – The Environmental Quality Company and its related entities. In this role, he has responsibility for the Finance, Accounting, Human Resources, Information Technology, and Purchasing departments.

Wunderlich brings 21 years experience as a financial executive with a number of leading global companies. Prior to joining EQ in June 2003, Wunderlich spent 15 years with Procter & Gamble (P&G) in several of their consumer products business units.

Most recently, he was Global Finance Director of P&G Global Business Systems, where he successfully led a worldwide restructuring of financial systems and work processes. Prior to this he was Controller of P&G's \$700M pharmaceutical subsidiary. He also has experience with Hewlett-Packard and M&M/Mars.





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Wunderlich brings a wealth of experience at managing large, complex business operations. He has experience in a wide range of business functions, including strategic planning, acquisitions, outsourcing, systems implementation, business unit management, financial analysis, and control.

Wunderlich earned a B. A. in Economics from the College of William and Mary in Virginia, where he graduated with honors, and an M.B.A. in Finance from the University of Chicago.

### **SCOTT J. MARIS - VICE PRESIDENT OF REGULATORY AFFAIRS**

Scott J. Maris brings over 20 years of experience to his position as EQ's vice president of regulatory affairs. Maris joined EQ in 1994 as the Technical Manager and was subsequently promoted to Regulatory Affairs Manager and then to Vice President of Regulatory Affairs.

Maris has a Bachelor of Science degree in Environmental Biology from Ohio University with graduate study in Botany. He is a member of the Environmental Technology Council, Chairman of the LDR Committee, Vice Chairman of Permitting and PCB Committees, the Environmental Management Association, and the Air and Waste Management Association.

His responsibilities over this tenure have included:

- Ensuring compliance with applicable environmental, health and safety requirements.
- Writing, negotiating, obtaining and implementing required State, Federal and local air, water and waste management permits and permit modifications.
- Managing the tracking, analysis and implementation of new and developing regulations.
- Administering compliance and permitting programs for all EQ operations.
- Directing EQ's governmental affairs and serving as the company's chief lobbyist and primary contact with State, Federal and local elected officials.

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**THOMAS R. SCHUCK - EXECUTIVE VICE PRESIDENT, EQIS**

Thomas R. Schuck brings nearly 25 years of business and financial experience to his position as executive vice president of EQ Industrial Services, Inc. where he has operational responsibility for a comprehensive line of environmental service companies that generate approximately \$50 million in annual revenue.

Schuck joined EQ in 1998 as chief financial officer to oversee all EQ financial operations as well as human resources, information systems and procurement.

Prior to joining EQ, Schuck held the position of controller and vice president of administration for Murray's Discount Auto for 14 years and was instrumental in the chain's addition of 61 new retail stores during his tenure.

Schuck played an important part in their growth by managing the financial group and directing the human resources, information systems, inventory control, and sales audit functions. Prior to this, he worked as a supervising senior CPA for a national public accounting firm for 4 years.

Schuck earned a Bachelor of Science degree in Business Administration from Central Michigan University, majoring in Accounting. He is a member of the American Institute of Certified Public Accountants (AICPA) and the Michigan Association of Certified Public Accountants (MACPA).

**MARIO ROMERO - VICE PRESIDENT OF OPERATIONS**

Mario Romero is Vice President of Operations. He is responsible for EQ operations consisting of Wayne Disposal, Michigan Disposal, EQ Detroit, EQ Resource Recovery and Wayne Energy. He joined the company in 2009.

Previously to EQ, Mr. Romero was President and CEO of WOW Energy, Inc. and a co-founder of the company. He previously held executive positions at Energis LLC, a wholly owned subsidiary of Holcim US, Safety-Kleen, Corp., Philip Services, Corp. and The GNI Group, Inc. Mr. Romero has over 25 years experience in the energy, industrial services and environmental industries, primarily in alternative fuels, renewable energy, recycling, reuse and resource recovery. He has distinguished himself, domestically as well as internationally, through the successful execution of startups; operational turnarounds, business development and integration of acquired businesses.

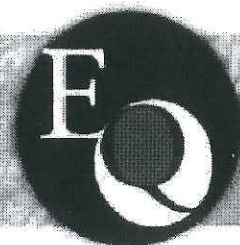
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Mr. Romero holds an MBA from the University of Chicago and an MS and BS in Chemical Engineering from Illinois Institute of Technology. He is a Professional Engineer in the State of Illinois, an Adjunct Professor at Cleary University and a Member of the American Institute of Chemical Engineers. He is proficient in five languages, including Spanish, German, French and Portuguese and has served as Director on several private company Boards. Mr. Romero is a member of Rotary International and has been an officer with clubs in Sugar Land, TX and Ann Arbor, MI.

**ROBERT L. WHEATLEY - VICE PRESIDENT OF SALES AND MARKETING**

Robert L. Wheatley joined EQ in 1992 as a corporate account executive servicing the automotive industry with a special emphasis on Ford Motor Company.

In two years Wheatley was promoted to senior account executive with responsibilities that included corporate account management and regional accounts. In his third year with the company, Wheatley was promoted to national sales manager and quickly developed a national sales force and supporting customer service group.

In 1998 Wheatley was promoted to his current position as vice president of sales and marketing. Prior to joining EQ, Wheatley worked as a research chemist and pilot plant specialist with Karlshamns USA in Columbus, Ohio, working on specialty resins and coatings.

Wheatley earned a Master of Business Administration at the University of Michigan – Ross School of Business in 2009. He also holds a Bachelor of Science degree in Chemistry from Ohio State University with a minor in mathematics.

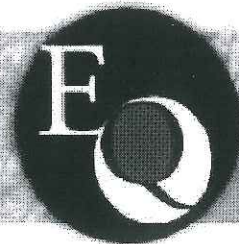
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## 10. EQ INFORMATION TECHNOLOGY

EQ personnel manage all projects and services through our proprietary software. The system is designed to help both EQ and our customers manage and monitor all of the services provided.

### **Major EQ Technology Benefits Include:**

**Integration:** Our system has been designed to allow easy exportation of data, in order to allow us to create a seamless integration with customer's current data tracking system.

**Environmental Compliance:** Federal and State regulations.

**Custom Invoices:** Invoices can be configured to meet specific customer requirements.

**On-line Tracking:** Information on shipments can be accessed from anywhere through an internet connection.

**Cost Reduction/Goal Attainment:** The software provides detailed data essential in helping personnel make informed choices towards reducing overall costs and achieving desired goals, such as increasing the amount of material recycled.

**Paperwork Reduction:** Our application focuses on efficiently managing the business process through single information entry points, eliminating the need for duplicate data entry. For example our software is equipped with the ability to prepare and electronically create manifests. Information regarding each waste shipment is only entered into the system one time. Once entered, the data can be transferred automatically to a manifest. This feature frees up valuable staff time and resources, rather than requiring re-entry of the same data multiple times.

**Contract Compliance:** Customer contract terms can be integrated in to the system there by assisting EQ personnel in complying with contract requirements and agreed upon terms.

**Online Services:** Our website offers secured access to service information, when you need it.

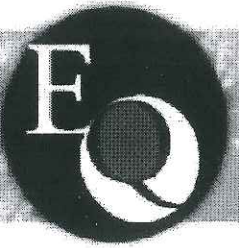
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**Future:** EQ has its own development staff which allows us to continually enhance our applications to meet ever changing customer needs.

## **11. HEALTH AND SAFETY**

The objective of EQ is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of similar operations by others. Our goal is zero accidents and injuries.

### **EQ Management System**

EQ has a comprehensive, corporate-wide Quality, Environmental, Health and Safety management system. This system uses uniform documented processes and policies for all employees to follow consistently at all times, as well as certification to the ISO 9001, 14001 and OHSAS 18001 standards. This management system demonstrates EQ's dedication to all QEHS processes to ensure consistent operations in all areas, establishing an organized, disciplined work environment.

### **Behavioral Based Safety Program**

The BBS program promotes safety using behavioral psychology. The program involves; using a systematic, ongoing process that defines a finite set of behaviors that reduce the risk of work-related injury; collecting data on the frequency of critical safety practices and then, ensuring that feedback and reinforcement encourage and support those critical safety practices. Employees conduct observations and provide feedback to associates within their work area. These observations provide data that is used for problem recognition, problem-solving, and continuous improvement.

### **Aim for Blue Program**

Our safety program is continually measured at EQ by our "Aim for Blue" program. Each EQ division is scored on a monthly basis on safety measurements, with the highest score being blue. These measurements are posted at each location and discussed at monthly top-level management meetings. Programs such as these have helped lower our rates by making people accountable for their actions as well as having a constant reminder about safety issues. Aim for Blue measurements include:

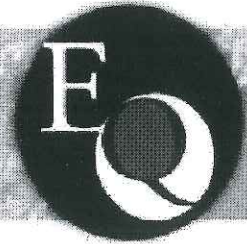
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- Monthly Safety Committee Meetings;
- Incident Review Team (IRT) Meetings - IRTs are required on incidents based on pre-determined criteria and within a certain time after an incident/near-miss
- Internal Inspections - Internal inspections are required monthly for all facilities;
- BBS Observations - A pre-determined number of Behavior Based Safety (BBS) observations are to be conducted each month at each facility;
- TRIR and DART - Total Recordable Incident Rates (TRIR) and Days Away and Restricted Rates (DART) are looked at each month for each facility, projected out for the year, compared to EQ corporate goals and graphed for trend analysis
- EQMS Meetings - A majority of EQs facilities are ISO 9001 (Quality) and 14001(Environmental) certified with some now being OHSAS 18001 (Health & Safety) certified;
- Monthly meetings regarding corrective actions and continual improvements are required;
- Compliance Calendar review - Each facility representative reviews a facility specific compliance calendar each month to make sure all permit requirements, inspections, regulatory obligations, etc. are being completed
- EQMS Auditing Each facility is internally audited at least monthly to make sure we are compliant with our ISO Management Systems
- QEHS Training - EQ's Quality, Environmental, Health & Safety (QEHS) Department distributes different training modules on various topics to all EQ employees.

### Safety Training

EQ policy and federal law require that all EQ employees receive appropriate health and safety training. Managers are responsible for ensuring that employees under their supervision receive this training so that they are fully informed about possible occupational health hazards and know how to work safely.

Training must include EQ health and safety orientation for new employees plus any additional training specific to the nature of hazards on the job; employees must complete this training before they can work unsupervised. All new employees must attend the new employee orientation within the first week of employment.





## EQ IS THE ANSWER



OSHA and other federal regulations spell out several specific health and safety training requirements for special hazards. These include, but are not limited to, hazard communication for exposure to hazardous substances, respirator use, hearing conservation, Personal Protective Equipment, confined space hazards, and certification for using material moving equipment such as forklifts and overhead cranes. Employees who perform confined space rescue are required to have CPR and First Aid certification.

Training not provided by Health & Safety Department, such as on-the-job training, is the responsibility of supervision. This includes information on procedural changes or system modifications that impact safety. The Health & Safety Department provides several health and safety training courses, technical assistance on training needs, and resources to help supervisors fulfill their training responsibilities. An announcement describing health and safety courses offered by the Safety Officer is posted monthly. Educational resources such as fact sheets, hazard summaries, and other written materials, as well as videos and slide shows, are available from the Health & Safety Department.

All health and safety training is documented. Supervisors note the participants' names, topics discussed, instructor(s), and date. The Safety Department maintains these training records in EQ's training database, which is available for on-site review to our customers.

It is the policy of EQ-The Environmental Quality Company that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of the management of EQ to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

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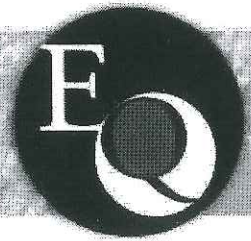
**12. PROJECT EXPERIENCE** – Available upon request.

**13. REFERENCES** – Available upon request.

**14. INSURANCE CERTIFICATE**







#### 4. SCOPE OF WORK

EQ understands that Lee County is looking for a hazardous waste disposal services contractor to provide successful transportation and disposal of hazardous waste for Lee County Solid Waste Department.

The scope of work involves the transporting and disposal of household hazardous waste from the Lee County permanent collection facility. EQ staff will complete all necessary manifests and paperwork and prepare for shipment. EQ will always provide sufficient staff to operate a safe and timely pickup. We also have a proven track record of assisting the County in the event of an emergency, natural disaster, or spill response.

In addition, EQ is capable of providing Lee County all labor and materials to operate the mobile household chemical collection events, located at pre-determined and scheduled collection sites throughout the County. EQ personnel will unload vehicles, identify and segregate waste, lab pack and prepare waste for shipment and general site cleanup, all within the same day of the event. The safety of all parties involved is paramount.

EQ has extensive experience in hazardous waste disposal contracts with exactly the same scope of work as Lee County. EQ has more than sufficient company resources to provide these services to Lee County.



# EQ Florida Destination Facilities

Revised February 1, 2014

Wastestream	Initial Facility	Treatment Facility (# 1)	Treatment Facility (# 2)	Technology	Final Disposal (#1)	Final Disposal (# 2)
Corrosives Oxidizers Characteristic Solids Characteristic Liquids Mercury Compounds	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cleppy	EQ Detroit 1923 Frederick St. Detroit, MI 48211 MID 980 891 566 734.329.8028 Office 800.592.5329 Fax Kristine Singleton		Chemical Oxidation Stabilization Landfill	Treated Solids to: EQ Wayne Disposal 49350 North I-94 Service Dr. Bellefonte, MI 49111 MID 048 090 633	
Flammable Liquids, Solvents Paint Related Material Flammable Solids	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cleppy	Rineco 819 Vulcan Road Benton, AR 72015 ARD 981 057 870 800.377.4692 Office 501.779.8505 Fax Amanda Walker	Safety-Klean 3700 Lagrange Road Smithfield, KY 40068 KYD 039 348 108 502.845.2453 Office 502.845.0089 Fax Nancy Kidd	Supplemental Fuel	Ashgrove Cement 4457 Highway 108 Foreman, AR 71838 ARD 981 512 270	Lone Star Alternative Fuels 8301 S County Road 150 W/ Greencastle, IN 46135
Toxic Compounds, Pesticides, Reactive, Oxidizers Organic Peroxides U-Listed P-Listed	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cleppy	Veolia Tech. Solutions #7 Mobile Avenue Saugel, IL 61201 ILD 098 842 424 818.271.2804 Office 618.271.2128 Fax Jan Galle	Veolia Tech. Solutions HWY 73, 3.5 Miles West of Taylor's Bayou Port Arthur, TX 77640 TXD 000 838 886 281.425.7106 Office 281.427.5367 Fax Carrie Villanaz	Incineration	EQ Wayne Disposal 49350 North I-94 Service Dr. Bellefonte, MI 49111 MID 048 090 633	Chemical Waste Management, Inc. 7170 John Brannon Road Caryss, LA 70565 LAD 000 777 201
Mercury, Elemental & Devices Electric Lamps	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cleppy	LEI 46257 Morris Road Hammond, LA 70401 LAO 000 365 668 321.517.6108 Office 636.400.2956 Fax Tracy Depadia	AERC 4317-J Fortune Place West Melbourne, FL 32904 FLD 984 262 782 321.952.1516 Office 321.952.1060 Fax	Recycling Retorting	AERC 2591 Mitchell Ave. Allentown, PA 18103 PAD 987 367 216	Lamps to AERC 4317-J Fortune Place West Melbourne, FL 32904



# EQ Florida Destination Facilities

Revised February 1, 2014

Wastestream	Initial Facility	Treatment Facility # 1	Treatment Facility # 2	Technology	Final Disposal #1	Final Disposal # 2
Non-Hazardous Materials Latex Paint	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Clepy	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Clepy		Stabilization Subtle D Landfill	Cedar Trail 2500 SR 80 West Bartow, FL 33830	Waste Services (Formerly Omni Waste) 1501 Omni Way Holopaw, FL 34773 FLA 901 997 260
PCB Ballasts, Transformers Capacitors	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Clepy	LEI 46257 Morris Road Hammond, LA 70401 LAO 000 365 668 321.517.6108 Office 636.400.2956 Fax Tracy DePaola	AERC 4317-J Fortune Place West Melbourne, FL 32904 FLD 984 262 782 321.952.1516 Office 321.952.1090 Fax	Recycling	Lighting Resources 1522 East Victory Street, #4 Phoenix, AZ 85040 AZD 993 476 690	
Lead-Acid Car Batteries Sealed Lead-Acid Batteries	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Clepy	LEI 46257 Morris Road Hammond, LA 70401 LAO 000 365 668 321.517.6108 Office 636.400.2956 Fax Tracy DePaola	AERC 4317-J Fortune Place West Melbourne, FL 32904 FLD 984 262 782 321.952.1516 Office 321.952.1090 Fax	Lead/Acid Battery Recycling	Exide Technologies 3000 Montrose Ave. Reading, PA 19605 PAD890753099	
Alkaline, Ni Cad, Nickel Metal Hydride, Lithium Batteries	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Clepy	LEI 46257 Morris Road Hammond, LA 70401 LAO 000 365 668 321.517.6108 Office 636.400.2956 Fax Tracy DePaola	AERC 4317-J Fortune Place West Melbourne, FL 32904 FLD 984 262 782 321.952.1516 Office 321.952.1090 Fax	Battery Recycling	Toxco Inc. 8090 Lancaster Newark Rd NE, Baltimore, OH 43105 OHR000036513	

# EQ Florida Destination Facilities

Revised February 1, 2014

Wastestream	Initial Facility	Treatment Facility (# 1)	Treatment Facility (# 2)	Technology	Final Disposal (#1)	Final Disposal (# 2)
Propane Tanks	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cleppy	Par Gas 1452 W. CR 48 Bushnell, FL 33613 352 793 1992 Office 352 793 1918 Fax Justin Parrish		Propane Recycling	Open Market Propane Tanks Re-used	
Used Oil	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cleppy	Aqua Clean 3210 Whitten Road Lakeland, FL 33811 FLR 000 034 033 863 644 0665 Office 863 646 1880 Fax Craig Burns		Oil Recycler Wastewater Treatment	Aqua Clean 3210 Whitten Road Lakeland, FL 33811 FLR 000 034 033	
Non-Haz Liquids for Recycle						
Metals Crushed Containers	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cleppy	R & L Metals Inc. 1913 N 62nd St Tampa, FL 33619 813 621 3699		Metal Recycling Non-RCRA Material	Open Metals Market	
Aerosols Cans Crushed Aerosol Cans	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cleppy	Rinco 819 Vulcan Road Benton, AR 72015 ARD 981 057 870 800 377 4692 Office 501 778 8505 Fax Amanda Walker		Supplemental Fuel	Astigrove Cement 4457 Highway 108 Fortman, AR 71636 ARD 981 512 270	





## 5. PROJECT EXPERIENCE & REFERENCES

### ALACHUA COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT

Mr. Kurt Seaburg  
5125 NE 63<sup>rd</sup> Avenue  
Gainesville, FL 32609  
(352) 334-0440  
[kurt@alachuacounty.us](mailto:kurt@alachuacounty.us)

Contract term: 7/05-present  
Annual amount: \$150,000.00  
HHW Events Performed: 26  
Average # of Participants: 400  
County Population: 249,365

Services Performed: Shed cleanout of permanent Household Hazardous Waste Collection facility. Mobile Co-Op collection events for neighboring counties.

### BREVARD COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Ms. Rita Perini  
2250 Adamson Road  
Cocoa, FL 32926  
(321) 633-1888  
[Rita.Perini@brevardcounty.us](mailto:Rita.Perini@brevardcounty.us)

Contract term: 7/01-present  
Annual amount: \$200,000.00  
HHW Events Performed: 25  
Average # of Participants: 550  
County Population: 505,711

Services Performed: Two-day mobile Household Hazardous Waste collections at various sites throughout County twice per year offering CESQG disposal at each event. Clean out of permanent centers on a quarterly basis. Routine CESQG collection throughout the county.

### COLLIER COUNTY POLLUTION CONTROL DEPARTMENT

Mrs. Beth Ryan  
3730 White Lake Blvd.  
Naples, Florida 34117  
(239) 252-8480  
[BethRyan@colliergov.net](mailto:BethRyan@colliergov.net)

Contract term: 11/97 – present  
Annual amount: \$400,000.00  
HHW Events Performed: 90  
Average # of Participants: 600  
County Population: 315,258

Services Performed: Household Hazardous Waste collections twice per year offering CESQG disposal at each event. Clean out of permanent centers on a bi-weekly basis. Electronics recycling.







**ESCAMBIA COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT**

Mr. Alton Pugh  
13009 Beulah Road  
Cantonment, FL 32533  
(850) 937-2156  
[apugh@co.escambia.fl.us](mailto:apugh@co.escambia.fl.us)

Contract term: 9/96-present  
Annual amount: \$100,000.00  
HHW Events Performed: 36  
Average # of Participants: 500  
County Population: 302,939

Services Performed: Lab packing of all materials collected from Household Hazardous Waste Collections and CESQG events. Cleanout and pickup of drummed material at permanent collection facility. Mobile HHW events throughout county.

**HILLSBOROUGH COUNTY PUBLIC UTILITIES DEPARTMENT SOLID WASTE**

Mr. Ernie Mayes  
925 E. Twiggs St.  
Tampa, Florida 33602  
(813) 272-5977 ext 43930  
[mayese@hillsboroughcounty.org](mailto:mayese@hillsboroughcounty.org)

Contract term: 06/90-present  
Annual amount: \$350,000.00  
HHW Events Performed: 220  
Average # of Participants: 600  
County Population: 1,180,784

Services Performed: Mobile Household Hazardous Waste collections on a monthly basis (three different locations each month), including lab packing and disposal. Various emergency responses. Battery recycling program. SQG milk-runs weekly.

**LEE COUNTY DEPARTMENT OF SOLID WASTE**

Mr. Erich Tscherteu  
10500 Buckingham Rd. Suite 200  
Ft. Myers, Florida 33905  
(239) 707-1037  
[ETscherteu@leegov.com](mailto:ETscherteu@leegov.com)

Contract term: 09/95-present  
Annual amount: \$150,000.00  
HHW Events Performed: 45  
Average # of Participants: 1,400  
County Population: 593,136

Services Performed: Bi-Monthly shipments of household hazardous waste from permanent facility. Separate CESQG collections events monthly. Mobile collection events.







**MIAMI-DADE COUNTY PUBLIC WORKS & WASTE MANAGEMENT DEPARTMENT**

Mr. German Hernandez  
2525 NW 62<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, Florida 33160  
(305) 514-6673  
[germanh@miamidade.gov](mailto:germanh@miamidade.gov)

Contract term: 04/96-present  
Annual amount: \$450,000.00  
HHW Events Performed: 68  
Average # of Participants: 800  
County Population: 2,398,245

Services Performed: EQ performs weekly Household Hazardous Waste mobile collections with CESQG collection events. Lab packing of Permanent collection center monthly. Emergency Response services for hurricane events. EQ also handles county-wide end-of-life electronics recycling pickups at 12 centers weekly.

**OKALOOSA COUNTY SOLID WASTE**

Mr. Jim Reece  
84 Ready Avenue  
Ft. Walton Beach, FL 32548  
(850) 651-7395  
[jreece@co.okaloosa.fl.us](mailto:jreece@co.okaloosa.fl.us)

Contract term: 09/96-present  
Annual amount: \$100,000.00  
HHW Events Performed: 22  
Average # of Participants: 700  
County Population: 179,693

Services Performed: EQ performs permanent center shed cleanout lab packing services, and neighboring counties regional Co-Op collection events.

**PINELLAS COUNTY DEPARTMENT OF SOLID WASTE**

Ms. Deborah Bush  
3095 114th Avenue North  
St. Petersburg, Florida 33716  
(727) 464-7803  
[dbush@co.pinellas.fl.us](mailto:dbush@co.pinellas.fl.us)

Contract term: 9/95-present  
Annual amount: \$350,000.00  
HHW Events Performed: 145  
Average # of Participants: 700  
County Population: 926,146

Services Performed: Lab packing of all materials collected from Household Hazardous Waste Collections and CESQG events. Monthly cleanout of permanent collection facility. Monthly mobile collection events throughout county at numerous city municipalities. Required training and compatibility seminars upon request.





**EQ IS THE ANSWER**



## **6. FINANCIAL STATEMENT & INSURANCE CERTIFICATE**

Environmental Liability Insurance - EQ companies carry the best liability insurance in the industry. This policy offers \$50 million in cumulative liability coverage. Most other companies in the industry only offer \$2 to \$5 million in cumulative liability insurance. A copy of this policy is attached.

Financial Strength - EQ utilizes conservative accounting practices, strong profitability and a low debt philosophy to maintain one of the strongest balance sheets in the industry. We have more than 50 years of experience in the industry and EQ has the financial strength to meet its obligations and indemnify its customers.

As a privately owned corporation, EQ does not publish its financial statements. If this information is a requirement for contract award, a request can be made to EQ's CFO with a signed confidentiality agreement.

Further contact for EQ's financial status should be made to:

Ken Wunderlich  
Chief Financial Officer  
(734) 3329-8000  
[ken.wunderlich@eqonline.com](mailto:ken.wunderlich@eqonline.com)

EQ Florida Dunn & Bradstreet Number is: 09-372-9114.

EQ does not have any contingent liabilities or liens relating to environmental hazards or regulatory compliance, neither with our parent company, affiliate, subsidiary or subcontractors.

We hope that you find that EQ has the financial capability and stability to conduct the proposed scope of services and provide superior hazardous waste collection and disposal services.







# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
08/02/2013

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

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

<b>PRODUCER</b> Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> <b>PHONE (A/C NO. EXT):</b> 877-945-7378 <b>FAX (A/C NO.):</b> 888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Chartis Specialty Lines Insurance INSURER B: New Hampshire Insurance Company INSURER C: Chartis Specialty Lines Insurance INSURER D: Illinois National Insurance Company INSURER E: Commerce and Industry Insurance Company INSURER F:	
<b>INSURED</b> EQ Holdings, Inc. 36255 Michigan Ave Wayne, MI 48184	<b>NAIC#</b> 26883-001 23841-002 26883-002 23817-001 19410-006	

**COVERAGES**

CERTIFICATE NUMBER: 20203182

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> \$100,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		PROP57666391	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA7557770 CA1955437	8/1/2013 8/1/2013	8/1/2014 8/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PROU57666618	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC006506646	8/1/2013	8/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Legal Liability			PLS2673560	8/1/2012	8/1/2015	\$35,000,000 Each Incident \$35,000,000 Aggregate

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

It is agreed that the certificate holder is included as Additional Insured with respects to the General Liability coverage as interest may appear.

**CERTIFICATE HOLDER****CANCELLATION**

Lee County Public Works, Solid Waste Division  
805 S. Fifth Street  
Sandford, NC 27330

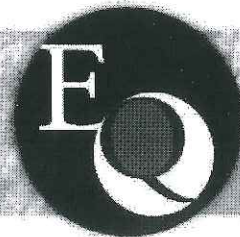
AUTHORIZED REPRESENTATIVE

Call: 4173585 Tpl: 1685858 Cert: 20203182 ©1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

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## 7. TECHNICAL APPROACH

### A. EXPERIENCE AND QUALIFICATIONS

EQ-The Environmental Quality Company began in 1957 as a commercial landfill in southeastern Michigan and has grown to 25 facilities, 850 associates and over \$300M in sales in 2010. EQ has been providing lab-packing services in Florida area since 1988 when the field services division began. Expansion of our Service Centers throughout the Southeast allowed for additional lab packing and de-packing capabilities in the Southeast. Since then, EQ has acquired additional facilities in Georgia, Massachusetts, Florida, Texas and Oklahoma that also provide lab packing and de-packing services.

### Our Commitment

EQ-The Environmental Quality Company is committed to being recognized as the best provider of environmental management services. To reach this goal, EQ will use innovative technologies and services that minimize waste volumes, reduce costs, and protect the environment.

### Our Philosophy

Environmental Quality is more than a name – *it's what we do*. We continually measure and improve our performance to exceed expectations and ensure full compliance with all applicable regulatory and associate health & safety requirements. We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions. Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.

### Financial Strength and Liability Protection

EQ brings financial strength and protection from liability. EQ is a privately held company with excellent financial health and stability. EQ's standard insurance policies include **\$50,000,000 in Pollution Liability Coverage**. EQ provides complete indemnification from liability associated with the management of wastes. This includes any liability associated with EQ's transportation, processing and disposal of wastes. EQ has a history of managing university and government lab pack projects - this proven track record assures our customers that wastes will be managed effectively, with minimized risk.

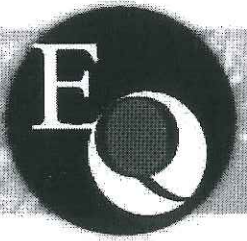
### B. OPERATIONAL PLAN

EQ-The Environmental Quality Company is fully staffed, licensed, and equipped to handle all aspects of the terms of this proposal. EQ Florida, Inc. will be the corporate division responsible for the administration and fulfillment of contract requirements. Technical and support personnel, and support equipment will originate from EQ Florida.





## EQ IS THE ANSWER



Field personnel teams typically consist of a Project Manager/Lead Chemist and a Technician/Driver working under the direction of the Field Chemist. Operational support, profile/waste stream management, invoicing, and contact term compliance will be directed by the Field Services Supervisor and the Resource Coordinator assigned to the project.

Wastes will be manifested to wholly owned EQ facilities where manifests will be terminated. The use of third party facilities to fulfill the terms of this contract will be subject to County approval.

Field personnel will work with County personnel to correctly identify unknown materials and properly classify materials for shipment. In the event that materials cannot be identified personnel may employ Haz Cat procedures to identify materials.

A minimum of Level D Personal Protective Equipment (PPE) will be employed by field personnel at all times. Technical personnel will employ a higher level of PPE as dictated by field activities.

All containers, transportation, documentation, and field activities will be conducted in compliance of applicable Federal and State regulations.

**Containers:** All materials will be packaged in UN rated containers and comply with DOT packaging requirements.

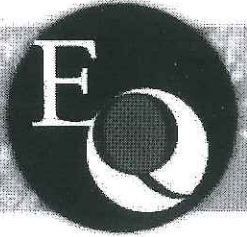
**Packing Materials:** Vermiculite will be used for packaging Lab Pack materials.

**Material Handling Equipment:** Staff may employ a variety of support equipment dependant on the task being performed. This equipment may include but is not limited to: funnels, spill control pads, drum dollies, drum slings, bung wrenches, and spill response equipment. Materials and support equipment will be provided to personnel by EQ to support the successful completion of the terms of this proposal.

**Vehicles:** Based on the contract specifications EQ intends to service the terms of this proposal utilizing a dual axel box truck equipped with a lift gate, flip style placards, and spill response equipment. Vehicles utilized under this proposal will meet DOT requirements for the transport of hazardous materials under the terms of this proposal. Vehicles utilized under this proposal will be wholly owned by EQ or retained under long term lease agreements routinely employed for day to day operations. EQ will have at its disposal the ability to dispatch a larger than typical vehicle if required by the County for larger loads of materials.







## **C. SAFETY RECORD AND SPILL CONTINGENCY PLAN**

It is the policy of EQ-The Environmental Quality Company that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of the management of EQ to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

EQ policy and federal law require that all EQ employees receive appropriate health and safety training. Managers are responsible for ensuring that employees under their supervision receive this training so that they are fully informed about possible occupational health hazards and know how to work safely.

Training must include EQ health and safety orientation for new employees plus any additional training specific to the nature of hazards on the job; employees must complete this training before they can work unsupervised. All new employees must attend the new employee orientation within the first week of employment.

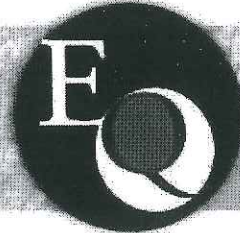
OSHA and other federal regulations spell out several specific health and safety training requirements for special hazards. These include, but are not limited to, hazard communication for exposure to hazardous substances, respirator use, hearing conservation, Personal Protective Equipment, confined space hazards, and certification for using material moving equipment such as forklifts and overhead cranes. Employees who perform confined space rescue are required to have CPR and First Aid certification.

Training not provided by Health & Safety Department, such as on-the-job training, is the responsibility of supervision. This includes information on procedural changes or system modifications that impact safety. The Health & Safety Department provides several health and safety training courses, technical assistance on training needs, and resources to help supervisors fulfill their training responsibilities. An announcement describing health and safety courses offered by the Safety Officer is posted monthly. Educational resources such as fact sheets, hazard summaries, and other written materials, as well as videos and slide shows, are available from the Health & Safety Department.

All health and safety training is documented. Supervisors note the participants' names, topics discussed, instructor(s), and date. The Safety Department maintains these training records in EQ's training database, which is available for on-site review to our customers.







## INCIDENT RATE SUMMARIES FOR ALL EQ COMPANIES COMBINED 2008-2010

	2008	2009	2010
1. Average Number of Workers Employed	697	694	921
2. Employee Hours Worked	1,466,231	1,481,725	1,886,541
3. Number of Total Recordable Cases	14	14	14
4. Number of Lost Time (Days Away) Cases	3	1	2
5. Number of Restricted/Transferred Cases	6	6	3
6. Number of Lost Time Days (Days Away)	25	90	3
7. Number of Restricted/Transferred Days	174	176	68
Total Recordable Incident Rate (TRIR) (Cases-Row 3 X 200,000) / (Employee Hours Worked-Row 2)	1.91	1.89	1.48
Lost Workday Case Rate (LWCR) (Cases-Row 4 X 200,000) / (Employee Hours Worked-Row 2)	0.41	0.13	0.21
Days Away, Transferred and Restricted Rate (DART) (Cases-Rows 4 + 5 X 200,000) / (Employee Hours Worked-Row 2)	1.23	0.94	0.53
Severity Rate (Days-Row 6 X 200,000) / (Employee Hours Worked-Row 2)	3.41	12.15	0.32
Medical Treatment Cases w/o lost workdays (Cases - Row 3 - (Row 4 + Row 5)	5	7	9
Other (non-DART) Rate (Cases-Row 3 - (Row 4 + Row 5) X 200,000 / Row 2	0.68	0.94	0.95
Experience Modification Rate (EMR)	0.92	0.92	0.82

**Spill Contingency Plan**

Field activities will be conducted in compliance with the generator's Contingency Plan. Field personnel will familiarize themselves with these plans and procedures prior to initiating work under this proposal. In the event of a spill, field personnel will determine the appropriate level of response necessary to mitigate the incident and the generator's personnel will be immediately notified. Technical field personnel will have the ability to address spills in the field and employ response equipment to assist this task. Spill control kits will be at the ready when conducting field activities to allow spill response. In the event of a large spill or immediately dangerous situation, Field Personnel will stand down to external resources designated for local emergency response.







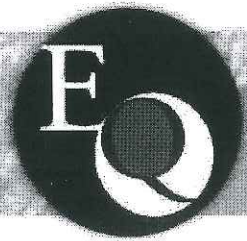
## D. SITE COMPLIANCE AUDIT RESULTS

## EQ Florida Compliance History

DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS	PENALTY
3/2/2000	FDEP	N/A	34875-HO-007	Minor Training Infractions	Corrected	None
12/20/2000	FDEP	N/A	34757-001-SO	None		None
1/24/2000	FDEP	N/A	34757-001-SO	None		None
8/25/2000	FDEP	N/A	34757-001-SO	None		None
5/3/2000	FDEP	N/A	34757-001-SO	None		None
4/18/2001	FDEP	N/A	34757-001-SO	None		None
8/23/2001	FDEP	N/A	34757-001-SO	None		None
7/24/2000	FDEP	N/A	34875-HO-007	None		None
1/29/2001	FDEP	N/A	34875-HO-007	None		None
2/27/2002	FDEP	N/A	34757-001-SO	None		None
8/13/2002	FDEP	N/A	34757-001-SO	None		None
4/17/2002	FDEP	N/A	34875-HO-007	None		None
9/23/2003	FDEP	NOV	34875-HO-007	Used Oil Consent Order	Corrected	\$5,600
10/23/2003	FDEP	N/A	34757-003-SO	None		None
			34875-HO-007			
1/28/2004	FDEP	N/A	34757-003-SO	None		None
4/13/2004	FDEP	N/A	34757-003-SO	None		None
8/10/2004	FDEP	N/A	34757-003-SO	None		None
1/28/2005	FDEP	N/A	34757-003-SO	None		None
3/30/2005	HEPC	N/A	34757-003-SO	None		None
4/15/2005	FDEP	N/A	34757-003-SO	None		None
7/14/2005	FDEP	N/A	34875-HO01-002	None		None
8/23/2005	FDEP	N/A	34757-003-SO	None		None
4/27/2006	FDEP & EPA	NOV	34875-HO-007	Minor Infractions	Corrected	\$4,971
6/1/2006	HEPC	N/A	34757-003-SO	None		None
9/15/2006	FDEP	N/A	34757-003-SO	None		None
10/31/2006	FDEP	N/A	34757-003-SO	None		None
2/6/2007	HEPC	N/A	34757-003-SO	None		None
2/8/2007	FDEP	N/A	34757-003-SO	None		None
3/23/2007	FDEP	NOV	34875-HO01-009	Minor Infractions	Corrected	\$1,250
6/19/2007	HEPC	N/A	34757-003-SO	None		None
11/2/2007	FDEP	N/A	34757-003-SO	None		None
3/6/2008	FDEP	N/A	34757-003-SO	None		None
03/17/08	FDEP	NOV	34875-HO01-009	Minor Infractions	Corrected	\$4,168
05/14/08	FDEP	N/A	34757-003-SO	None		None
11/04/08	FDEP	N/A	34757-003-SO	None		None
02/12/09	HEPC	N/A	34757-006-SO/30	None		None
04/24/09	FDEP	N/A	34757-006-SO/30	None		None
07/30/09	FDEP	NOV	34875-HO01-009	Minor Infractions	Corrected	None
09/30/09	FDEP	N/A	34757-006-SO/30	None		None
10/14/09	FDEP	N/A	FLR05E179	None		None





**E. PERMITS AND LICENSES**

EQ is fully licensed and permitted to transport and handle over 600 federal and state waste codes at several licensed facilities. These facilities include several RCRA Part B treatment facilities, wastewater treatment plants, and the Midwest's only RCRA/TSCA-licensed Subtitle C landfill. EQ's capabilities include treatment of organic and inorganic liquids, solids, and sludges. EQ's facilities employ the following treatment technologies: chemical oxidation (CHOXD), Deactivation (DEACT)/Neutralization (NEUTR), chemical reduction (CHRED), stabilization (STABL), and Microencapsulation (MICRO). EQ is also capable of oil/water separation, biological treatment, chemical precipitation, acid/caustic neutralization, and full laboratory services. Each of these technologies is controlled by EQ's Environmental Management System and strict ISO guidelines.

Copies of all permits and licenses held by EQ Florida can be found in Section 8 – Attachment D. Complete copies of all EQ permits and licenses can be found on our website at [www.EQonline.com](http://www.EQonline.com).

**F. ASSOCIATE QUALIFICATIONS**

The EQ project team typically consists of a project manager, chemists, technicians, and drivers. In order to assure the efficient operation of a chemical waste pickup, all EQ personnel will be properly trained on all site-specific activities. EQ personnel will work hand-in-hand with County staff to maintain an efficient and safe event. Below are the proposed staff and management for each hazardous waste removal project.

***Project Manager/Lead Chemist (Minimum 1)***

The Project Manager is, at minimum, a senior chemist. The Project Manager holds a four-year degree in Chemistry or a related field from a fully accredited university. The Project Manager has a minimum of two-year's experience as a field chemist and a minimum of one-year experience as a Project Manager for hazardous chemical removal events. The Project Manager is trained in DOT, OSHA, and RCRA (EPA) regulations as required under 29 CFR 1910.120, with annual refresher courses. The Project Manager is knowledgeable in chemistry, hazard identification, and material properties. The Project Manager is responsible for the following:

1. Supervising activities of all EQ personnel.
2. Planning & conducting project activities so that the project is completed in a safe, compliant & efficient manner.
3. Conducting a safety briefing to review the emergency plan & familiarize all personnel with the potential hazards involved with the project.
4. Assuring that appropriate personal protective equipment & safety equipment is available & utilized.
5. Implementing the Contingency Plan in the event of an emergency.







The Project Manager is the Site Safety Officer and has overall responsibilities for all environmental, safety, and health activities for the project. The Project Manager has the authority to commit corporate funds for emergency events requiring implementation of the Contingency Plan.

***Field Chemist (Minimum 2)***

A Field Chemist holds a four-year degree in Chemistry or a related field from a fully accredited university, and has at least two years experience in lab-packing, identifying, consolidating and manifesting hazardous wastes. The Field Chemist has a minimum of one-year experience as a project leader or field chemist on projects. The Field Chemist is trained in DOT, OSHA, and RCRA (EPA) regulations as required under 29 CFR 1910.120, with annual refresher courses. The Field Chemist is knowledgeable in chemistry, hazard identification, and material properties. The Field Chemist is responsible for the following:

1. Segregation of laboratory chemicals according to chemical properties & Department of Transportation hazard class.
2. Characterization & identification of known & unknown waste material.
3. Packaging of all hazardous & non-hazardous waste in accordance with Department of Environmental Quality & DOT requirements.
4. Preparing container contents sheets, manifest, land disposal restriction forms & any other necessary shipping documents.
5. Overseeing & recording volume of all containers prior to manifesting.
6. Act as First Responder in case of a spill or chemical release in accordance with the Site Safety & Contingency Plan.

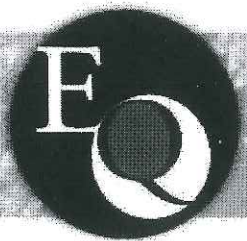
***Technician / Driver (Minimum 2)***

All technicians and drivers shall have at a minimum a diploma from high school or equivalent and will have a minimum of one-year experience. The technician or driver is trained in DOT, OSHA, and RCRA (EPA) regulations as required under 29 CFR 1910.120, with annual refresher courses. Drivers will have a minimum of two years experience in the transportation of hazardous materials, undergo annual DOT medical examiner physicals, and poses all necessary CDL endorsements. The technician or driver is responsible for the following:

1. Assisting field chemist with on-site activities.
2. Segregating hazardous, non-hazardous & recyclable materials.
3. Assuring that all containers have the necessary DOT placards.
4. Weighing & loading containers of packaged material.
5. Assist in all site set-up & breakdown activities.
6. Act as Secondary Responders in case of a spill or chemical release in accordance with the Site Safety & Contingency Plan.







## County Designated Chemists:

Curt DeBrunner – Account Executive  
40 Hr OSHA Certified  
BS Environmental Engineering  
17 years experience

Tim Dean – Industrial Services Manager  
40 Hr OSHA Certified  
BS Chemical Engineering  
15 years experience

Nicole Easter – Field Chemist, Resource Coordinator  
40 Hr OSHA Certified  
BS Chemistry  
4 years experience

Ken Dean – Facility Approvals Chemist  
40 Hr OSHA Certified  
BS Biology  
8 years experience

## G. RECYCLING, RECLAMATION AND REUSE OPTIONS

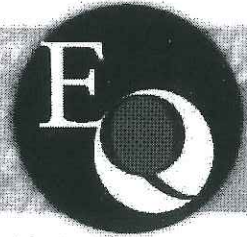
EQ's goal is to always manage hazardous materials in an environmental friendly hierarchy process. The first step is to work with the customer to determine if a product could be substituted so a less hazardous waste is generated. If that is not possible, then incorporating management processes that reduce the amount of waste that is generated. We then look at re-use options for the resulting waste material. If none are available, EQ tries to find ways to recycle the material in an acceptable manner. EQ has been very successful with this at other customer locations, where they can state that they are equivocally "zero landfill" because of the management practices of their waste materials.

Finally, after all potential options have been exhausted, EQ looks for the best and most environmentally friendly method for final disposition and disposal. This could include waste treatment, waste-to-energy, incineration or ultimate landfill disposal.

**Recyclable material** received will be handled according to the most current federal and state recycling regulations and guidelines. If no particular regulation exists, company policy dictates that it must be managed by an EQ approved and reputable recycling facility. Once received, EQ assumes ownership of the material and offers full indemnification.



EQ IS THE ANSWER



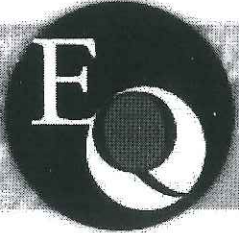
**Incineration material** may be shipped directly from the generator, through an EQ RCRA Part B, or an EQ Transfer Facility. Only facilities that have undergone EQ's strict approval process are eligible to handle this waste. As directed by EQ's Approvals Group, waste destined for incineration will be managed according to the appropriate technology and specialty of that vendor. Once received at an EQ facility, EQ assumes ownership of that material and offers full indemnification.

**Treated and/or landfilled materials** will be received at the appropriate EQ TSD facility and managed according to all current state and federal regulations. The appropriate treatment technology is typically determined by the Sr. Chemist and Approvals Group during the waste characterization process. Once profiled, this material will be shipped to EQ, sampled, and checked to confirm its conformance with the waste profile. If the material requires treatment, the appropriate treatment technology will be employed by EQ's experienced staff. If the material satisfies land disposal restrictions, it will be sent to either a subtitle D or subtitle C landfill for final disposition. Once received, EQ assumes ownership of the material and offers full indemnification.





EQ IS THE ANSWER



## H. TRANSPORTATION SECURITY PLAN



### THE ENVIRONMENTAL QUALITY COMPANY

202 S. BULLHORN AVENUE • WYOMING, MICHIGAN 48181 • Tel: 734.329.2000 • Fax: 734.329.0140 • [www.eqonline.com](http://www.eqonline.com)

#### EQ The Environmental Quality Company

#### Transportation Security Plan Certification

The security plan requirements in Part 172 Subpart I of the Hazardous Materials Regulations (HMR) require each hazmat employer subject to the security plan requirements to establish and implement a security plan. The employer is also required to train their hazmat employees on the Transportation Security Plan. The purpose of these requirements is to enhance the security of hazardous materials transported in commerce.

Employers must establish and implement their Transportation Security Plan by **September 25, 2003**. By **December 22, 2003**, each employee must receive training on the Transportation Security Plan and its implementation.

EQ The Environmental Quality Company hereby certifies:

- 1) It has a DOT Security Plan as required per 49 CFR Part 172.800
- 2) The plan includes the components listed in 49 CFR Part 172.802
  - Personnel Security—a system to confirm job applicant information
  - Unauthorized Access—measures to address the risk that unauthorized persons may gain access to hazardous materials
  - En Route Security—measures to address shipments from origin to destination
- 3) In-depth security training concerning the security plan and its implementation will be completed for all hazmat employees by December 22, 2003.
- 4) Training includes the topics listed in 49 CFR Part 172.704
  - Company security objectives
  - Specific security procedures
  - Employee responsibilities
  - Actions to take in the event of a security breach
  - Organization security structure
- 5) Security Awareness Training will be completed at the first recurrent training session for each hazmat employee.
- 6) Security Awareness Training will be provided to new hazmat employees within 90 days after employment.

Please direct questions or requests for additional information concerning this certification to the undersigned at 734-329-0000.

  
Scott Maris

V.P. Regulatory Affairs

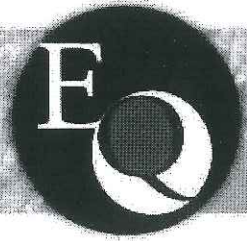
• analysis • transportation • treatment • recovery • recycling • disposal

EQ IS THE ANSWER



WWW.EQONLINE.COM

**EQ IS THE ANSWER**



**8. PERMIT PACKET & AUDIT MANUAL**





# Customer Audit Manual



THE ENVIRONMENTAL QUALITY COMPANY

EQ Florida, Inc.

## **Table of Contents**

- I. Facility Overview
- II. Site Description
- III. Operations
- IV. Insurance and Financial Information
- V. Training, Safety, and Security
- VI. Regulation by Government Agency
- VII. EQ Management System and ISO Certification

## **Appendices**

- 1. EQ Organization & Expertise
- 2. Directions
- 3. Permits and Licenses
- 4. Insurance Certificate
- 5. Closure – Financial Assurance
- 6. Acceptable Waste Codes
- 7. Forms
- 8. ISO Certifications

## **General EQ Information**

- 9. EQ Facility Locations Map

*The electronic version of this document is the controlled version. Each user is responsible for ensuring that any document being used is the current version.*

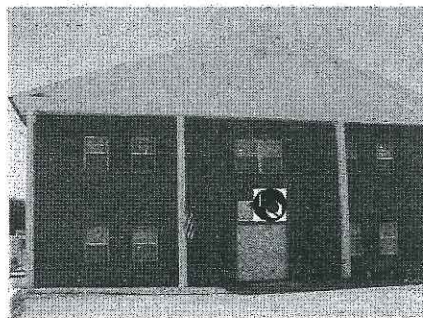




THE ENVIRONMENTAL QUALITY COMPANY

Presents...

**EQ Florida, Inc.**  
7202 East 8<sup>th</sup> Avenue  
Tampa, FL 33619  
(800) 624-5302



## **I. Facility Overview**

### Facility Location

7202 East 8<sup>th</sup> Avenue  
Tampa, FL 33619-3380  
Ph (800) 624-5302  
Fax (813) 628-0842  
Hours 7:00 a.m. – 5:00 p.m.

### Corporate Headquarters

36255 Michigan Avenue  
Wayne, MI 48184  
Ph (734) 329-8000  
Fax (734) 329-8140  
Hours 8:00 a.m. – 5:00 p.m.

## **Ownership and Incorporation**

EQ Florida is a Subchapter S Corporation.

Facility Type	Storage, stabilization, and waste treatment of hazardous and non-hazardous waste
EPA ID #	FLD 981 932 494
NAICS Code	562211
SIC Code	4953
Federal Tax ID#	20-5676570
Dun & Bradstreet	80 2839220

## **Relationship to Other EQ Companies**

EQ Florida is an independent company represented in the marketplace by the EQ name. EQ associates proudly present the following information as an overview of the EQ Florida facility. The facility handles a multitude of hazardous and non-hazardous liquids, solids, and debris and provides safe and effective hazardous waste management solutions. If the answers to your questions about the facility do not appear in the following pages, please ask an EQ associate, who will be pleased to assist you.

## **II. Site Description**

### **Directions and Zoning**

The facility consists of a 1.4 acre site, located in the Orient Park section of Tampa, Florida. Directions to the facility may be found in Appendix 2.



### **III. Operations**

#### **Scope of Business**

EQ Florida is a permitted hazardous waste Transfer, Storage and Disposal (TSD) facility. In accordance with our permits, licenses and legally binding agreements, EQ Florida manages hazardous and nonhazardous waste generated by commercial, industrial, residential, and governmental generators.

Located in Tampa, EQ Florida offers comprehensive lab-packing services including packing, transportation, consolidation, de-packing and final disposal. These services are provided to R&D facilities, educational institutes, manufacturing companies, government agencies, hospitals and medical facilities. Our technical staff includes compliance specialists and field chemists to ensure your materials are properly packed, transported and disposed of in a safe and cost-effective manner. Wastes are received in bulk and non-bulk shipments by trucks, tractor/trailers, tankers, and roll-off containers.

EQ Florida provides turnkey household hazardous waste (HHW) management services for nearly half the counties in the State of Florida. Services include event planning, management, collection of the HHW, removing the HHW from patrons cars, segregation of the HHW materials, proper packaging or bulking of the HHW, labeling, manifesting, waste profiling, transportation, treatment, recycling and disposal. This includes site-cleanup after the event. We provide all personnel, materials and equipment, including personal protective equipment (Tyvek suits, gloves, safety glasses), and health and safety equipment (e.g. fire extinguishers, eye wash stations, first aid kits).

#### **Waste Evaluation, Pre-Approval and Receipt**

In order to utilize this facility, a generator must send the completed Generator Waste Characterization Report (See Appendix 7) along with supporting analytical laboratory reports or Material Safety Data Sheets. A sample may be required. Simultaneously, a completed New Account Application form should be submitted to EQ at the Corporate Office to establish an account. If the waste can be accepted, EQ personnel will provide a Letter of Approval and the appropriate forms to accompany each new waste profile or Waste Characterization Report and the initial shipment.

The price quote is signed by the customer and returned to EQ, indicating acceptance of the terms. A manifest or another other applicable shipping document and an EQ Land Disposal form must accompany each load to the facility. Subsequent loads are not required to include a Land Disposal form, unless there is a process change.

Upon arrival at the facility, the transporter is directed by site personnel to the waste receipt area where the QA/QC process occurs to review documents and the waste received is consistently with the Waste Characterization Report for the wastestream. If the waste does not match the Waste Characterization Report or other inconsistencies appear on the manifest or Land Disposal Restriction form, the discrepancy is resolved through discussions, as appropriate, with the transporter, broker or generator. If significant discrepancies in type or quantity of waste cannot be resolved, even after discussions, the load is rejected. EQ personnel will assist the transporter in making arrangements and procuring shipping documents needed to move the waste to the appropriate destination.

## **Ancillary Support Systems**

EQ has a work-force of over 700 associates corporate-wide which provides manpower and support to each of the EQ facilities through specialized skills and knowledge in the following service areas:

Analytical Laboratories	Human Resources
Customer Resource Team	Operations
Environmental, Health and Safety Services	Regulatory Affairs
Finance and Accounting	Industrial Services

Through the efforts of EQ's team of highly qualified specialists, EQ has become a recognized leader in development and implementation of innovative technologies and systems to protect the environment.

## **IV. Insurance & Financial Information**

### **Insurance**

EQ was the first environmental services organization in the nation to secure environmental liability insurance in addition to the General Liability and Property Insurance. Insurance certificates are included in Appendix 4.

### **Financial Information**

Customer audits vary greatly in the nature and form of financial information required to demonstrate financial stability. Please contact EQ's Chief Financial Officer at (734) 329-8000 with all financial requests. For your convenience, a copy of the closure financial assurance is provided Appendix 5.



## **V. Training, Safety, Security & Contingency Planning**

The required training of personnel is divided into the following broad categories:

- **HAZWOPER Training (OSHA/MIOSHA)**

HAZWOPER Training consists of the required 24 hour training per the Hazardous Waste Operations standard established by MIOSHA for TSDF's. Each employee receives an annual 8 hour HAZWOPER training refresher. EQ associates who work at cleanup sites are required to go through 16 additional hours of HAZWOPER training that is focused on cleanup site work practices.

- **RCRA Refresher Training**

RCRA Refresher Training is conducted annually for all site employees and instructs employees on what to do in the event of an emergency and identifies who the emergency coordinators are on site. The remaining refresher training is used to introduce any relevant changes to work practices at the facility.

- **Additional Environmental, Health and Safety Training includes:**

DOT Hazardous Materials Training	Asbestos Handling
First Aid Training and CPR Certification	Fire Extinguisher
Personal Protection from Chemical Hazards	Powered Industrial Truck
Respiratory Protection Program and Fit Testing	Aerial Platform
Hazard Communication	New Hire Orientation
Confined Space Entry	

- **Other job-related training classes are held as required.**

### **Worker's Compensation**

A copy of EQ's insurance certificate can be found in Appendix 4.

### **Behavior Based Safety Program**

EQ practices behavior-based safety (BBS). BBS refers to the use of behavioral psychology to promote safety. In a typical behavioral process, employees conduct observations and provide feedback to associates at their jobsites. These observations provide data that is used for problem recognition, problem-solving, and continuous improvement.

## **Security**

The facility is surrounded by a six-foot-high galvanized steel chain-link fence topped with two feet of barbed wire. The main entrance to the office building is attended during regular working hours and all visitors are required to sign in and out. Gates within fence line will be used for truck access to the storage facility will be closed during operating hours, and will be locked at all other times. Electronic drop-gate or locked fence gates control all entrances. The gates will be closed during operating hours. The perimeter is posted with warning signs. The facility is equipped with a 24-Hour monitoring system for fire and security purposes.

All EQ employees are instructed to be vigilant in the course of their work to ensure that the site security is maintained. Internal communications are maintained through telephones, mobile radios, cellular phones and paging systems. For external communications with ambulance services, the local fire department, and local police, the site personnel rely upon telephone communication.

## **VI. Regulation by Government Agencies**

### **Full Compliance Mandate**

EQ Florida personnel are constructed to operate in full compliance with all required licenses and permits. Each employee's work is conducted in full compliance with the applicable federal, state and local regulations ensuring environmental protection, human health and safety.

### **Locations of Regulatory Agency Permit/License Staff**

Regulatory personnel responsible for issuance or modifications of permits and licenses are located at the following addresses:

#### **Florida Department of Environmental Protection**

3804 Coconut Palm Drive

Tampa, FL 33619

(813) 744-6100

Solid Waste Inspector - Susan Pelz

Solid Inspector - Lora Ross

State Hazardous Waste Program Inspector/Permit Writer - Al Hephart

Stormwater - David Smith

#### **Florida Department of Environmental Protection**

2600 Blair Stone Road

Tallahassee, FL 32399-2400

(850) 245-8707

Permit Writer - Bill Parker

#### **Hillsborough County Waste Management Division**

(813) 272-5955

Inspector - Terry Payton

District Manager - Ron Cope



## VII. EQ Management System And ISO Certification

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EQ's Integrated Management System Framework links ISO 9001, ISO 14001, and OHSAS 18001 into one program. The EQ Management System framework makes it possible for employees to make quality, environment, and occupational health and safety an integral part of their work rather than viewing them as separate add-on programs. The business is integrated through the employee's perspective. Now standards, compliance, and process improvement support the work of these employees. Sustainable business performance is delivered by employees, working as a team in the interests of our customers and the community.

The EQ Management System framework takes into account that people, equipment, resources, and culture are all part of the overall system, as well as the documented policies and practices. These programs have helped develop operational excellence. It is the combination of management standards and business excellence that provides the perfect foundation for integrating all currently formalized systems focusing on quality, environment, and occupational health and safety.

This system is an internationally recognized manufacturing standard used to establish, document and maintain and process and product quality. All of the procedures at EQ have standard operating procedures and meet rigid customer specifications.

The certification process involved accredited, independent registrars who supervised the ISO certification process and reviewed the quality manual to ensure it met ISO standards. These registrars also audited each process to ensure that they were documented in the quality manual and were effectively implemented on a continuous basis. Audits will now be conducted at least once a year to ensure that the quality system is evolving with core processes.

Every employee must play a role in the implementation and maintenance of a quality management system. It is the shared responsibility of EQ associates to maintain the policies of the quality management system.

# Appendix 1.

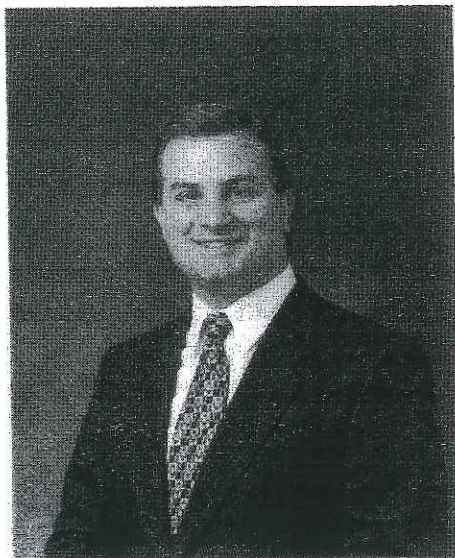
## EQ Organization & Expertise



## DAVID M. LUSK

*President and CEO*

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David M. Lusk is the president and CEO of EQ – The Environmental Quality Company. He has over 25 years of experience managing hazardous waste operations.

Lusk previously worked for eight years as EQ's vice president of operations at Michigan Disposal Waste Treatment Plant and Wayne Disposal Hazardous Waste Landfill before leaving to join Republic Waste Industries in Cleveland, Ohio. He was vice president of Midwest operations at Republic, supervising all hazardous waste operations.

Lusk rejoined EQ in 1994 and is currently responsible for all aspects of the organization's hazardous waste operations, including EQ's thirteen facilities across the country, transportation services, industrial services, airport services, and remediation services. He also manages research and development efforts to evaluate and develop potential new hazardous waste operations.

Lusk earned Bachelor of Science degrees in Chemistry and Cellular and Molecular Biology from the University of Michigan. He also earned a Masters of Business Administration from Eastern Michigan University.



THE ENVIRONMENTAL QUALITY COMPANY

## MICHAEL J. FERRANTINO

*Director*

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Michael J. Ferrantino brings over 25 years of experience in the environmental services industry to his position as director of EQ – The Environmental Quality.

Prior to his appointment as EQ president and CEO in May of 1997, Ferrantino was a member of the EQ board of directors, sat on the corporate development committee and served as operations manager for several related companies.

Ferrantino has served on several boards, including biotechnological, governmental and health care. He has had extensive entrepreneurial experience and investments in real estate, food service and the automotive industry.

A native of Dearborn, Michigan, Ferrantino attended Eastern Michigan University and the Detroit College of Business, majoring in Business Administration.



THE ENVIRONMENTAL QUALITY COMPANY



## MICHAEL J. MILLER

*Director*

---



Michael J. Miller brings over 30 years of experience working in the chemical manufacturing and environmental services industries to his position as director of EQ – The Environmental Quality Company.

Prior to joining EQ in 1985, Miller's background included 15 years of global marketing and new business development work in the chemical manufacturing and electronics industries of Canada, Western Europe and the United States.

Past employers include CIL Chemicals of Canada, ICI Mond Division in Great Britain and OMI International in Michigan.

Miller earned a degree in Applied Engineering at the Royal Military College of Canada and saw service on torpedo boats and submarines in the British and Royal Canadian navies. Following his military service, he continued with graduate studies in the Master's of Business Administration program at McGill University.

During his tenure at EQ, Miller managed the organization's municipal solid waste and energy recovery businesses. He currently oversees international operations, EQ Airport Services, EQ Resource Management and is responsible for the development and direction of EQ's corporate strategic growth plan. Miller was appointed to the advisory board of Royal Roads University in Victoria, British Columbia, a public university offering specialized undergraduate and masters programs in sustainable development and the environmental sciences.



THE ENVIRONMENTAL QUALITY COMPANY

**KENNETH W. WUNDERLICH**  
*Chief Financial Officer*

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Ken Wunderlich is the Chief Financial Officer of EQ – The Environmental Quality Company and its related entities. In this role, he has responsibility for Finance, Accounting, Human Resources, Information Technology, and Purchasing.

Wunderlich brings 20 years experience as a financial executive with a number of leading global companies. Prior to joining EQ in June 2003, Wunderlich spent 15 years with Procter & Gamble in several of P&G's consumer products business units.

Most recently, he was Global Finance Director of P&G Global Business Systems, where he successfully led a worldwide restructuring of financial systems and work processes. Prior to this he was Controller of P&G's \$700M pharmaceutical subsidiary. He also has experience with Hewlett-Packard and M&M/Mars.

Wunderlich brings a wealth of experience at managing large, complex business operations. He has experience in a wide range of business functions, including strategic planning, acquisitions, outsourcing, systems implementation, business unit management, financial analysis, and control.

Wunderlich earned a B. A. in Economics from the College of William and Mary in Virginia, where he graduated with honors, and an M.B.A. in Finance from the University of Chicago.



**Thomas R. Schuck**

*Executive Vice President - EQIS*

Thomas R. Schuck brings nearly 25 years of business and financial experience to his position as executive vice president of EQ Industrial Services, where he has operational responsibility for a comprehensive line of environmental service companies that generate approximately \$50 million in annual revenue.

Schuck joined EQ in 1998 as chief financial officer to oversee all EQ financial operations as well as human resources, information systems and procurement.

Prior to joining EQ, Schuck held the position of controller and vice president of administration for Murray's Discount Auto for 14 years and was instrumental in the chain's addition of 61 new retail stores during his tenure.

Schuck played an important part in their growth by managing the financial group and directing the human resources, information systems, inventory control, and sales audit functions. Prior to this, he worked as a supervising senior CPA for a national public accounting firm for 4 years.

Schuck earned a Bachelor of Science degree in Business Administration from Central Michigan University, majoring in Accounting. He is a member of the American Institute of Certified Public Accountants (AICPA) and the Michigan Association of Certified Public Accountants (MACPA).

**Robert L. Wheatley**

*Vice President - Sales*

Robert L. Wheatley is Vice President of Sales for EQ, combining a Chemistry degree with several years of direct sales experience in the environmental services industry.

Wheatley joined EQ in 1992 as a corporate account executive, servicing the automotive industry with a special emphasis on Ford Motor Company. In two years Wheatley was promoted to senior account executive, with responsibilities that included corporate account management and regional accounts. In his third year with the company, Wheatley was promoted to national sales manager and quickly developed a national sales force and supporting customer service group. In 1998 Wheatley was promoted to Vice President of Sales and Marketing.

Prior to joining EQ, Wheatley worked as a Research Chemist and Pilot Plant Specialist with Karlshamn USA. Wheatley graduated from Ohio State University in 1988 with a Bachelor of Science degree in Chemistry, with a minor in mathematics and did postgraduate work at Miami University of Ohio in Physical Organic Chemistry. He earned a Masters of Business Administration from the Ross School of Business at The University of Michigan. Wheatley is also a member of the American Marketing Association.

## Appendix 2.

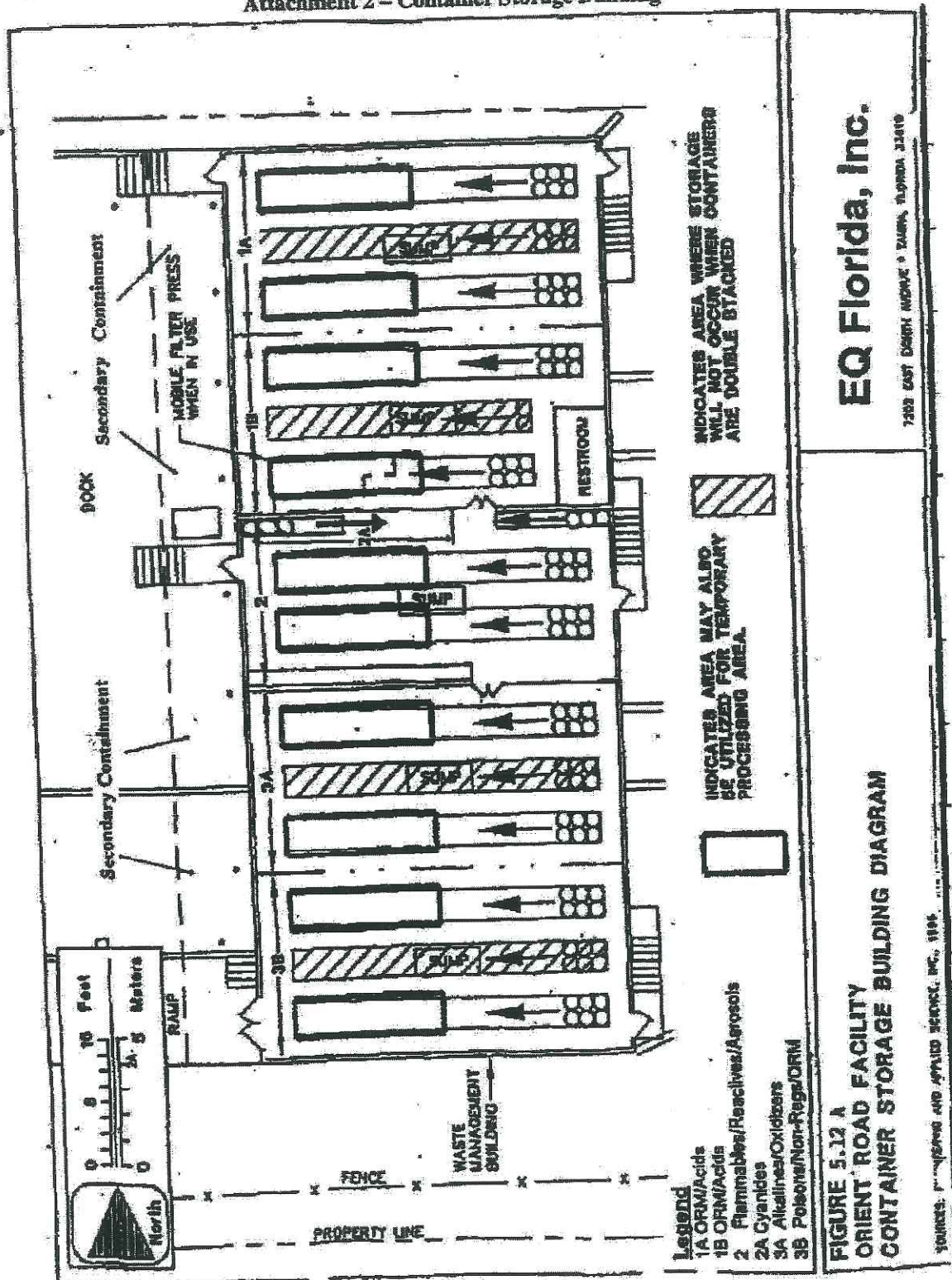
### Facility Location Map



PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

LD. NUMBER: FLD 981 932 494  
PERMIT/CERTIFICATION NUMBER: 34875-HO-009  
EXPIRATION DATE: January 22, 2011

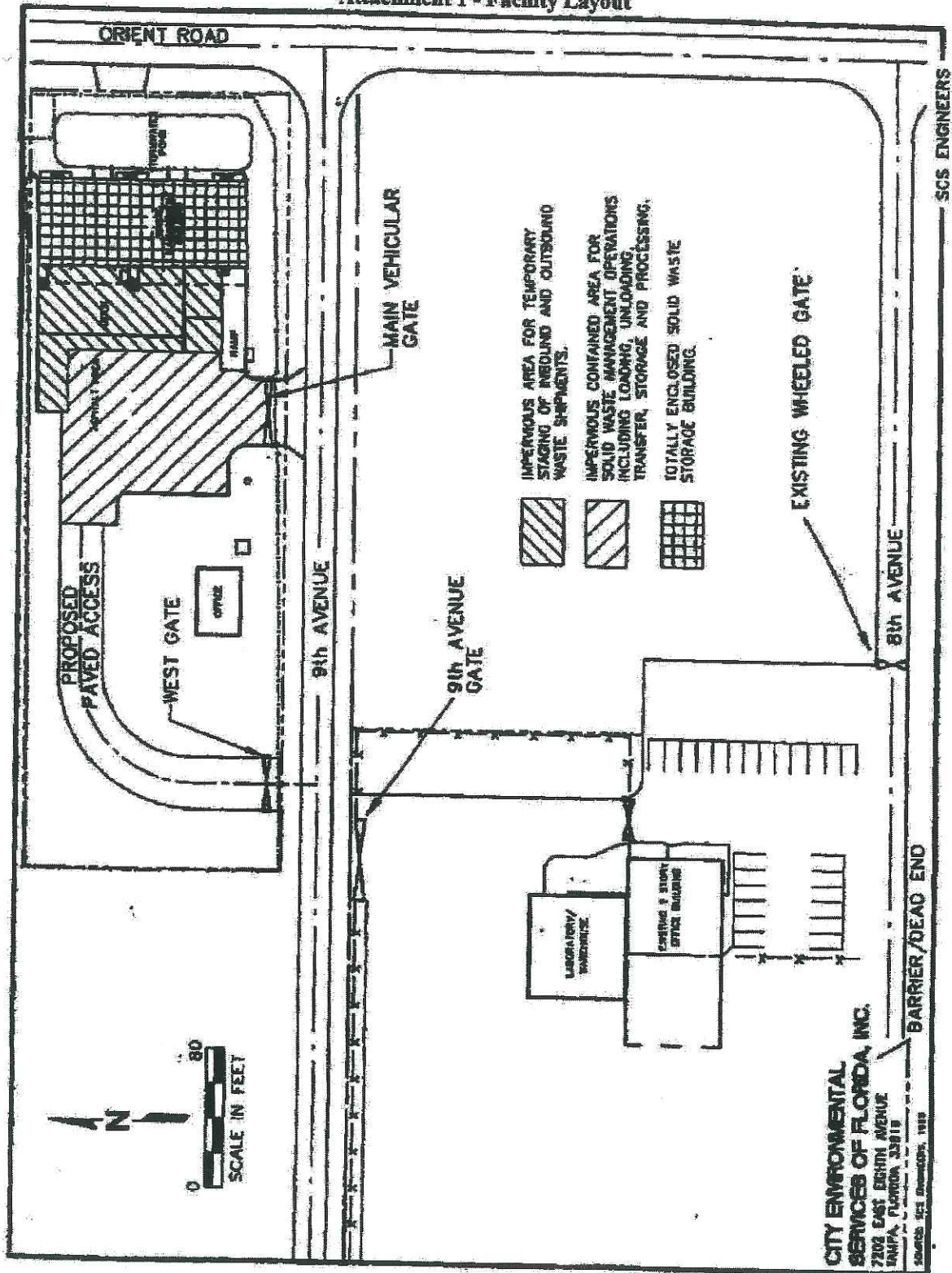
# Attachment 2 - Container Storage Building



EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

L.D. NUMBER: FLD 981 932 494  
PERMIT/CERTIFICATION NUMBER: 34875-HO-009  
EXPIRATION DATE: January 22, 2011

# Attachment 1 - Facility Layout





## Appendix 3.

### Permits and Licenses

# EQ Florida Permit List

CATEGORY	Permit & Reference	AGENCY
TAMPA - SPECIAL USE PETITION	#V99-68	COT
EPA ID #	FLD981932494	EPA, FDEP
SWFWMD STORMWATER EXEMPTION	E07840	EPA
CERCLA APPROVAL LETTER	FLD981932494	FDEP
EPA STORMWATER NOI MULTI-SECTOR	FLR05E179	FDEP
DOT HAZ MAT REGISTRATION	050709 550 055RT	DOT
SOLID WASTE PERMIT	34757-006-SO/30	FDEP
UNIVERSAL WASTE STORAGE & TRANSPORTER	FLD981932494	FDEP
HAZARDOUS WASTE TRANSPORTER (FL)	FLD981932494	FDEP
HAZARDOUS WASTE 10-DAY TRANSFER (FL)	FLD981932494	FDEP
INSURANCE WITH COMP/ AUTO/ LIABILITY	see ACCORD	see ACCORD
TAMPA PORT AUTHORITY WASTE OIL	N/A	TPA
WASTE TIRE COLLECTOR	96665	FDEP
EPCRA REPORTING	N/A	FILE
HAZARDOUS WASTE EXPORT REPORT	N/A	EPA
MIAMI-DADE LIQUID WASTE TRANSPORTER	LW-000277-2011/2012	DERM
USED OIL COLLECTION & TRANSPORTER	FLD981932494	FDEP
BROWARD CO. WASTE TRANSPORTER	WT-10-0032	Broward County
HAZARDOUS WASTE PERMIT (TSDF)	FLD981932494	FDEP
RX DRUG DESTRUCTION PERMIT	5316	FDOH
APHIS Permit to Receive Soil	P330-08-00259	FDA



Florida DEP  
Operating Permit 34875-HO-009



## Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-21400

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

July 22, 2011

Sent Via E-mail

[Bob.Mulholland@eqonline.com](mailto:Bob.Mulholland@eqonline.com)

Bob Mulholland  
General Manager  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

SUBJECT: EQ Florida, Inc  
FLD 981 932 494  
Operating Permit 34875-HO-010  
Hillsborough County

Dear Mr. Mulholland:

Enclosed is Permit Renewal Number 34875-HO-010 for the operation of a hazardous waste treatment and storage facility, transfer facility and facility-wide corrective action. This permit is being issued pursuant to Section 403.722, Florida Statutes (F.S.), and Chapters 62-4, 62-160, 62-730, and 62-780, Florida Administrative Code (F.A.C.).

This permit renewal is final and effective ("issued") on the date filed with the Clerk of the Department. When the permit is final, any party to the permit has the right to seek judicial review of the permit pursuant to Section 120.68, F.S., by the filing of a Notice to Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, Department of Environmental Protection, 3900 Commonwealth Boulevard, MS #35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal.

The Notice of Appeal must be filed within thirty (30) days from the date the final permit is issued. If you should have any questions, please contact Merlin D. Russell Jr. at 850-245-8796 or [merlin.russell@dep.state.fl.us](mailto:merlin.russell@dep.state.fl.us).



Bob Mulholland

Page 2

July 22, 2011

Sincerely,



for Tim J. Bahr

Tim J. Bahr, Administrator  
Hazardous Waste Regulation

TJB/mdr

Enclosures

cc (with enclosures):

Bob Buckhorn, Mayor of Tampa, [Bob.Buckhorn@tampagov.net](mailto:Bob.Buckhorn@tampagov.net)  
Shannon Camp, DEP/Tampa, [Shannon.D.Camp@dep.state.fl.us](mailto:Shannon.D.Camp@dep.state.fl.us)  
Jim Dregne, DEP/Tampa, [james.dregne@dep.state.fl.us](mailto:james.dregne@dep.state.fl.us)  
Florida Wildlife and Conversation Conservation Planning Services,  
[FWCConservationPlanningServices@myfwc.com](mailto:FWCConservationPlanningServices@myfwc.com)  
Robert Fox, ERM, [bob.fox@erm.com](mailto:bob.fox@erm.com)  
Al Higginbotham, Board of County Commissioners  
[higginbothama@hillsboroughcounty.org](mailto:higginbothama@hillsboroughcounty.org)  
Heath Rauschenberger, U.S. Fish & Wildlife Service,  
[heath\\_rauschenberger@fws.gov](mailto:heath_rauschenberger@fws.gov)  
Stuart Stapleton, EQ, [stuart.stapleton@eqonline.com](mailto:stuart.stapleton@eqonline.com)



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 323 912400

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

## PERMITTEE:

EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida

ATTENTION:  
Bob Mulholland

I.D. NUMBER: FLD 981 932 494  
PERMIT NUMBER: 034875-HO-010  
DATE OF ISSUE: JULY 22, 2011  
EXPIRATION DATE: January 22, 2016  
COUNTY: Hillsborough  
LATITUDE / LONGITUDE: 27 °57'49"N/82°22'23"W

PROJECT: Operation of a Hazardous Waste Container  
Storage Facility, Treatment Unit, Transfer  
Facility and Facility-wide Corrective Action.

Pursuant to authorization obtained by the Florida Department of Environmental Protection (FDEP) under the Resource Conservation and Recovery Act [42 United States Code (U.S.C.) 6901, *et seq.*, commonly known as RCRA] and the Hazardous and Solid Waste Amendments of 1984 (HSWA), this permit is issued under the provisions of Section 403.722, Florida Statutes (F.S.) and Chapters 62-4, 62-160, 62-730, 62-777 and 62-780, Florida Administrative Code (F.A.C.). This permit replaces expired permit 34875-HO-009. The above-named Permittee is hereby authorized to perform the work or operate the facility shown on the application dated July 22, 2010 and revised or supplemented by submissions dated November 4, 2010, January 18, 2011, January 25, 2011, February 10, 2011, and April 28, 2011 which are incorporated herein and collectively referred to as the "permit application." The permit application also includes any approved drawing(s), plans, and other documents that are specifically identified and incorporated by reference. The permitted activities are specifically described as follows:

### 1. To operate a hazardous waste container storage facility and treatment unit (filter press).

The container storage facility, which occupies 5,866 square feet, is a totally enclosed building consisting of three (3) separate bays and has a roofed loading/unloading area. Each bay is separated by an eight (8) inch wide concrete block wall with fire doors. The flooring is five (5) inches of continuously poured 4,000 psi concrete coated with a chemical resistant sealant and two (2) layers of chemical resistant polyurethane coating. Bays 1 and 3 are at opposite ends of the building and have identical dimensions of approximately 48-feet by 50-feet. Bay 2 is in the center and has been specifically designed and built for the storage of ignitable and reactive hazardous wastes. The dimensions of Bay 2 are approximately 22-feet by 50-feet. A 1,786 square foot, covered and improved secondary containment area is located on the loading dock side of Bay 2. The facility has a total hazardous waste capacity of 50,000 gallons; comprised of 20,000 gallons for Bays 1 and 3, and a 10,000 gallon capacity for Bay 2. The capacity of the secondary containment is 10,000 gallons. The improved secondary containment area is used for container storage of hazardous waste and a vehicle loading and unloading area. The Facility Layout is shown on Attachment 1.

There are five (5) separate containment sumps with a capacity of 1,000-gallons each in the hazardous waste storage building. Two (2) sumps are in Bays 1 and 3, and one sump in Bay 2.



PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

I.D. NUMBER: FLD 981 932 494  
PERMIT/CERTIFICATION NUMBER: 34875-HO-010  
EXPIRATION DATE: January 22, 2016

**PART I - GENERAL AND STANDARD CONDITIONS**

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141 and 403.727, F.S. The Permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Sections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the operation of this permitted source, or from penalties therefore; nor does it allow the Permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The Permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the Permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
  - a. Have access to and copy any records that must be kept under conditions of the permit;
  - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
  - c. Sample or monitor any substances or parameters at any time or location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

I.D. NUMBER: FLD 981 932 494  
PERMIT/CERTIFICATION NUMBER: 34875-HO-010  
EXPIRATION DATE: January 22, 2016

8. The Permittee shall comply with the following notification and reporting requirements:

- a. If, for any reason, the Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Department with the following information:
  - (1) A description of and cause of noncompliance; and
  - (2) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The Permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
- b. Notification of any noncompliance or emergency response including interim source removal, which may endanger health or the environment, including the release of any hazardous waste that may endanger public drinking water supplies or the occurrence of a fire or explosion from the facility which could threaten the environment or human health outside the facility, shall be reported verbally to the Department within 24 hours, and a written report shall be provided within five days. The verbal report shall include the name, address, I.D. number, and telephone number of the facility and its owner or operator; the date, time, and type of incident; the name and quantity of materials involved; the extent of any injuries if any; an assessment of actual or potential hazards; and the estimated quantity and disposition of recovered material. The written submission shall contain all the elements of the verbal report and:
  - (1) A description and cause of the noncompliance.
  - (2) If not corrected, the expected time of correction, and the steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
- c. The Permittee shall comply with the "Notices" provisions of Rule 62-780.220, F.A.C., prior to performing field activities;
  - (1) when contamination beyond the facility boundary is confirmed by laboratory analysis;
  - (2) when a temporary point of compliance (TPOC) is established beyond the boundary of the source property in conjunction with monitored natural attenuation or active remediation;
  - (3) five year annual update to the status of a TPOC; and
  - (4) warning signs at facilities where there may be a risk of exposure to the public of environmental media contaminated with hazardous waste.



PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

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EXPIRATION DATE: January 22, 2016

- d. The Permittee shall give written notice to the Department within 15 days of any planned physical alterations or additions that could affect activities covered by this permit. The notice shall include at a minimum, a summary of the planned change, the reason for the planned change, a discussion of the effect(s) the planned change will have on the ability to investigate contamination at or from the contaminated site, and a discussion of the effect(s) the planned change will have on the known or suspected contamination.
- e. The Permittee shall revise "Part I - General" of the Application for a Hazardous Waste Facility Permit [DEP Form 62-730.900(2)(a)] and submit the revised form to the Department within 30 days of any changes in the Part I information.
- f. Biennial report: A biennial report covering facility activities during the previous calendar year shall be submitted by March 1 of each even numbered year.
- g. Unmanifested waste and Manifest Discrepancy Reports:
  - (1) Unmanifested waste report: The Permittee shall submit an unmanifested waste report to the Department within 15 days of receipt of unmanifested waste.
  - (2) Manifest discrepancy report: If a significant discrepancy in a manifest is discovered, the Permittee shall attempt to rectify the discrepancy. If not resolved within 15 days after the waste is received, the Permittee shall immediately submit a letter report, including a copy of the manifest, to the Department.
- 9. In accepting this permit, the Permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
- 10. The Permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the Permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.
- 11. This permit is transferable only upon written Department approval in accordance with Rules 62-4.120 and 62-730.290(6), F.A.C., as applicable. The Permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. Before transferring ownership or operation of this facility during the term of this permit, the Permittee must notify the new owner or operator in writing of the requirements of 40 CFR Part 264 and Chapter 62-730, F.A.C.
- 12. This permit or a copy thereof shall be kept at the work site of the permitted activity. In the event that there is no building or reasonable repository for such a copy at the work site, then the permit or a copy thereof shall be kept at an alternate location agreed to by the Department.

PERMITTEE:  
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Tampa, Florida 33619

I.D. NUMBER: FLD 981 932 494  
PERMIT/CERTIFICATION NUMBER: 34875-HO-010  
EXPIRATION DATE: January 22, 2016

13. Reserved.

14. The Permittee shall comply with the following recordkeeping requirements:

- a. Upon request, the Permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- b. The Permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit; copies of all reports required by this permit; records of all data used to complete the application for this permit; and all monitoring data required by 40 CFR Part 264 Subparts F and G, and 40 CFR 264.228. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
- c. Records of monitoring information shall include all required items in Chapter 62-160, F.A.C. These include at a minimum:
  - (1) The date, exact place, and time of sampling or measurements;
  - (2) The person responsible for performing the sampling or measurements;
  - (3) The dates analyses were performed;
  - (4) The person responsible for performing the analyses;
  - (5) The analytical techniques or methods used; and
  - (6) The results of such analyses.
- d. As a generator of hazardous waste, the Permittee shall retain a copy of all notices, certifications, demonstrations, waste analysis data, and other documentation produced to comply with land disposal restrictions (40 CFR Part 268) for at least three years from the date that the waste which is the subject of such documentation was last sent to an on property or off-property facility for treatment, storage, or disposal, or until remedial activity is completed, whichever date is later. These periods may be extended by request of the Department at any time and are automatically extended during the course of any unresolved enforcement action regarding this facility.
- e. The Permittee shall keep a written operating record at the facility, which includes:
  - (1) The results of any waste analysis;



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Tampa, Florida 33619

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EXPIRATION DATE: January 22, 2016

- (2) Copies of hazardous waste manifests for three years;
  - (3) The results of inspections;
  - (4) The closure plan, postclosure plan, and remedial action (corrective measures) plans as applicable for each contaminated site, along with cost estimates for each plan;
  - (5) Inspections of emergency and safety equipment (Condition 24 of this Part);
  - (6) Biennial reports;
  - (7) Personnel training records (Part II Subpart A - Condition 2);
  - (8) The Waste Minimization Program Plan (Part II Subpart A - Condition 8);
  - (9) Annual certification of waste minimization (Part II Subpart A - Condition 8);
  - (10) The description and quantity of each hazardous waste [received/generated];
  - (11) The location of each hazardous waste within the facility and the quantity at location;
  - (12) Notices to generators as specified in 40 CFR 264.12(b);
  - (13) A log of dates of operations and unusual events;
  - (14) A summary report and details of incidents that require implementation of the contingency plan (Part II Subpart A - Condition 6);
  - (15) Monitoring and test data for 40 CFR 264 Subparts AA, BB, and CC requirements; and
  - (16) Documentation that local officials have refused to enter into preparedness prevention arrangements with the Permittee.
15. Within the timeframe requested by the Department, the Permittee shall furnish any information required by law which is needed to determine compliance with the permit. If the Department's request does not include a timeframe, the time of response is 30 days. If the Permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.
16. Except as otherwise specifically provided in this permit, all submittals in response to permit conditions shall be provided as described below.
- a. One hard and one electronic copy shall be sent to:

PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

I.D. NUMBER: FLD 981 932 494  
PERMIT/CERTIFICATION NUMBER: 34875-HO-010  
EXPIRATION DATE: January 22, 2016

Environmental Administrator  
Hazardous Waste Regulation Section M.S. 4560  
Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

b. Electronic copies may be submitted in one of the following ways:

- (1) Small files (about 10 MB or less) can be sent as an attachment to an e-mail.
- (2) Via optical media format such as a CD or DVD.
- (3) By posting the document of the Department's .ftp site and notifying the project manager and district contact by e-mail or verbally that the document has been posted on the .ftp site. Note that posted documents are automatically purged 10 days after posting.

c. In addition to copies sent to the Hazardous Waste Regulation Section in Tallahassee, one hard and one electronic copy of all submittals in response to permit conditions shall be sent to:

Hazardous Waste Supervisor  
Department of Environmental Protection  
13051 North Telecom Parkway,  
Temple Terrace, Florida 33637-0926

17. All documents submitted pursuant to the conditions of this permit shall be accompanied by a cover letter stating the name and date of the document submitted, the number(s) of the Part(s) and Condition(s) affected, and the permit number and project name of the permit involved.
18. All documents proposing modifications to the approved permit and involving the practice of engineering must be submitted to the Department for review and be signed, sealed, and certified by a Professional Engineer registered in the State of Florida, in accordance with Chapter 471, F.S., and Rule 62-730.220(9), F.A.C. All submittals incorporating interpretation of geological data shall be signed and sealed by a Professional Geologist registered in the State of Florida in accordance with Chapter 492, F.S., and Rule 62-730.220(10), F.A.C.
19. The Department of Environmental Protection's 24-hour emergency telephone number is (850) 413-9911 or (800) 320-0519. During normal business hours, the DEP Tampa District Office may be contacted at (813) 632-7600.
20. The following conditions apply to permit modification and revocation of this permit:
  - a. The Department may modify, revoke, reissue or terminate for cause this permit in accordance with Chapters 62-4 and 62-730, F.A.C. The filing of a request for a permit modification, revocation, reissuance, or termination or the notification of planned changes or anticipated noncompliance on the part of the Permittee does not stay the applicability or enforceability of any permit condition. The Permittee may submit any subsequent modifications to the Department for approval. The application shall meet the fee requirements of Rule 62-730.293,



PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

I.D. NUMBER: FLD 981 932 494  
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EXPIRATION DATE: January 22, 2016

F.A.C. The Permittee shall submit the application for revisions to the address in Condition 16 of this Part. The Permittee shall submit a copy of the cover letter accompanying the revisions and the fee to:

Florida Department of Environmental Protection  
Hazardous Waste Regulation Section  
Post Office Box 3070  
Tallahassee, Florida 32315-3070

- b. The modification fee may also be submitted electronically. However, if the Permittee intends to submit the modification fee electronically, the Permittee shall obtain instructions from the Department on how to submit the renewal fee electronically prior to attempting such submittal and shall follow such instructions in making the electronic fee submittal.
  - c. All requests for permit modifications shall include an evaluation of the applicability of, and Permittee's compliance with, the siting criteria of Section 403.7211, F.S. and Rule 62-730.186, F.A.C.
21. Prior to 180 calendar days before the expiration of this permit, the Permittee shall submit a complete application for the renewal of the permit on forms and in a manner prescribed by the Department unless postclosure care and all corrective action have been completed and accepted by the Department. If the Permittee allows this permit to expire prior to Department acceptance of the certification of postclosure and termination of all corrective action, the Permittee must reapply for a permit in accordance with DEP Form 62-730.900(2), F.A.C. The Permittee shall submit the renewal to the address in Condition 16 of this Part. The Permittee shall submit one copy of the cover letter accompanying the renewal and the fee to:

Florida Department of Environmental Protection  
Hazardous Waste Regulation Section  
Post Office Box 3070  
Tallahassee, Florida 32315-3070

The renewal fee may also be submitted electronically. However, if the Permittee intends to submit the renewal fee electronically, the Permittee shall obtain instructions from the Department on how to submit the renewal fee electronically prior to attempting such submittal and shall follow such instructions in making the electronic fee submittal.

22. The Permittee shall comply with those sections of 40 CFR Part 124 specified in Rule 62-730.200(3), F.A.C., 40 CFR Parts 260 through 268, and 40 CFR Part 270 as adopted in Chapter 62-730, F.A.C., until all operations have ceased and the facility has been closed and released from postclosure care requirements and all facility-wide corrective action requirements.
23. The Permittee shall comply with the security provisions of 40 CFR 264.14 and the facility security provisions in Section 3 of the permit application dated July 22, 2010 and its subsequent revisions.
24. If this facility is a suspected or confirmed contaminated facility where there may be a risk of exposure to the public, then upon direction from the Department the Permittee must comply with the

PERMITTEE:  
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Tampa, Florida 33619

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EXPIRATION DATE: January 22, 2016

warning sign requirements of Section 403.7255, F.S., and Rule 62-730.225(4), F.A.C. The Permittee is responsible for supplying, installing and maintaining the warning signs.

25. The Permittee shall visually inspect the facility emergency and safety equipment in accordance with 40 CFR 264.15 and Sections 7 and 8 of the permit application dated July 22, 2010 and its subsequent revisions, during permitted activities. The Permittee shall remedy any deterioration or malfunction discovered by an inspection, in accordance with the requirements of 40 CFR 264.15(c). A schedule for the inspection of the facility emergency and safety equipment must be maintained as the operating record of the facility. Changes, additions, or deletions to the schedule must be approved in writing by the Department.
26. The Permittee shall comply with the following conditions concerning preparedness and prevention:
  - a. At a minimum, the Permittee shall have the equipment available at the facility which is described in Section 7 of the permit application dated July 22, 2010 and its subsequent revisions.
  - b. The Permittee shall test and maintain the required equipment as necessary to assure its proper operation in time of emergency.
  - c. The Permittee shall maintain immediate access to an internal communications or alarm system.
  - d. The Permittee shall maintain arrangements with State and local authorities as required by 40 CFR 264.37. If State or local officials refuse to enter into preparedness and prevention arrangements with the Permittee, the Permittee must document this refusal in the operating record. At a minimum, the "State and local authorities" for this condition shall include:
    - (1) Tampa Fire Department.
    - (2) Tampa Police Department.
    - (3) Your local hospital.
    - (4) Your Emergency Response Contractor.
  - e. At a minimum, the Permittee shall maintain aisle space to allow the unobstructed movement of personnel, fire protection, and emergency response equipment to any area of the Facility.
  - f. The Permittee shall perform, at a minimum, an annual review of the Contingency Plan to ensure that it is up to date and contains current information.
  - g. An electronic copy of the Preparedness and Prevention Plan shall be submitted to the state and local authorities in condition 26.d above within 30 days of permit renewal. Any time the Preparedness and Prevention Plan is updated, the update shall be submitted to the state and local authorities in condition 26.d above within 30 days of approval by the Department.
27. The conditions in this permit shall take precedence over the permit application documents where there are differences between those documents and the permit conditions.



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28. The Permittee may claim that any information required to be submitted by this permit is confidential in accordance with Rule 62-730.100(3), F.A.C.
29. All work plans, reports and schedules and other documents ("submittals") required by this permit are subject to approval by the Department prior to implementation. The Department will review the submittals and respond in writing. Upon written approval by the Department, the Permittee shall implement all work plans, reports and schedules as provided in the approved submittal. If the Department disapproves a submittal, the Department will:
  - a. Notify the Permittee in writing of the reason(s) why the submittal does not contain information adequate to support the conclusion, alternative, plan, proposal or recommendation, or why the conclusion, alternative, plan, proposal or recommendation is not supported by the applicable criteria. In this case the Permittee shall submit a revised submittal within 60 days of receipt of the Department's disapproval; or
  - b. Revise the submittal, or approve the submittal with conditions, and notify the Permittee of the revisions or conditions. In the case of work plans, the Department may notify the Permittee of the start date of the schedule within the revised or conditionally approved work plan.
30. Any dispute resolution will be conducted in accordance with Chapter 120, F.S. (Administrative Procedure Act), Chapter 28-106, F.A.C., and the Department's existing rules and procedures.
31. The following conditions apply to land disposal (placement) of hazardous wastes:
  - a. 40 CFR Part 268 identifies hazardous wastes that are restricted from land disposal and defines those limited circumstances under which an otherwise prohibited waste may continue to be placed on or in a land treatment, storage, or disposal unit. The Permittee shall maintain compliance with the requirements of 40 CFR Part 268. Where the Permittee has applied for an extension, waiver, or variance under 40 CFR Part 268, the Permittee shall comply with all restrictions on land disposal under this Part once the effective date for the waste has been reached pending final written approval of such application.
  - b. A restricted waste identified in 40 CFR Part 268 Subpart C may not be placed in a land disposal unit without further treatment unless the requirements of 40 CFR Part 268 Subparts C and/or D are met.
  - c. The storage of hazardous wastes restricted from land disposal under 40 CFR Part 268 is prohibited unless the requirements of 40 CFR Part 268 Subpart E are met.
32. The Permittee shall implement remedial activities beyond the facility boundary, if there is suspected or confirmed off-property contamination, to protect human health and the environment, unless the Permittee demonstrates to the satisfaction of the Department that, despite the Permittee's best efforts, as determined by the Department, the Permittee was unable to obtain the necessary permission to undertake such actions. The Permittee shall use all reasonable efforts, including but not limited to correspondence, telephone calls, personal contacts, drafting and redrafting agreements, and payment of a fee, to obtain any access to real property necessary for work to be performed in the implementation of this permit. If necessary access cannot be obtained by the Permittee, or if



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obtained, is revoked by owners or entities controlling access to the properties to which access is necessary, the Permittee shall notify the Department within five business days of such refusal or revocation. The Department may at any time thereafter seek to obtain such access as is necessary to implement the terms of this permit. The Permittee shall reimburse the Department for any expenses that the Department is ordered to pay, or that the Department incurs in connection with its efforts to obtain necessary access to said property. The Permittee shall pay these sums to the Department, or arrange a payment schedule with the Department, within 30 days of demand by the Department. The Permittee is not relieved of all responsibility to clean up a release that has migrated beyond the facility boundary where off-property access is denied. Onsite measures to address such releases will be determined on a case-by-case basis.

33. The Permittee owns the real property that comprises the Facility. If and when the Permittee intends to transfer parcels to third parties, the Permittee may drop a parcel from the Facility covered by this permit, and the Department will approve the dropping of the parcel so long as the parcel never contained a contaminated site, or so long as any contamination associated with the contaminated site has been addressed to the satisfaction of the Department. The satisfaction of the Department may be conditioned on a sale with certain legal restrictions on the future use and/or remedial activity requirements on the parcel being dropped. Even though a parcel is no longer defined as part of the facility as a result of the permit modification (using the minor modification requirements of Rule 62-730.290(4), F.A.C.), in the unanticipated and improbable event that a previously unknown contaminated site is found on the parcel, and such contamination resulted from activities which occurred prior to the sale, the Permittee will be responsible for any corrective action along with any other persons who may have legal responsibility for the contamination.
34. The Permittee shall maintain compliance with 40 CFR Part 264, Subpart H - Financial Requirements and Rule 62-730.180(6), F.A.C. All submittals relating to financial assurance shall be submitted to:

Financial Assurance M.S. 4560  
Hazardous Waste Regulation Section  
Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Financial assurance shall be based on estimates of the costs to close the facility and to implement postclosure care and/or corrective action (including the assessment phase and interim measures) (collectively referred to hereinafter as "remedial activities") for a continuing (rolling) period of 30 years, unless this period is shortened or increased by the Department in a permit renewal or modification. The cost estimates must be based on the cost to the owner or operator of hiring a third party to conduct remedial activities. The Permittee shall include cost estimates with every work plan required by this permit. Cost estimates are subject to review and written approval by the Department. In the event the total cost estimate for all remedial activities increases beyond the amount provided by Permittee, the financial assurance instrument(s) must be increased accordingly within 60 days of the estimate increase, or, for those facilities using a financial test, in the next scheduled submittal. If the estimate increase causes the inability of the facility to provide financial assurance through its currently selected mechanism, alternate financial assurance must be provided within 60 days. If contamination from the facility goes beyond the property boundary, the Permittee shall provide assurances of financial responsibility for completion of corrective action beyond the property boundary.



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## **PART II - OPERATING CONDITIONS**

### **Part II Subpart A - General Operating Conditions**

1. The Permittee shall notify the Department in writing four weeks prior to receipt of hazardous waste from a foreign source. Notice of subsequent shipments of the same waste from the same foreign source is not required.
2. The owner or operator of a facility that receives hazardous waste from an off-site source (except where the owner or operator is also the generator) must inform the generator in writing that he has the appropriate permit(s) for, and will accept, the waste the generator is shipping.
3. Facility personnel must successfully complete the approved training program indicated in Section 6 of the permit application dated July 22, 2010 and its subsequent revisions, within six months of employment or assignment to a facility or to a new position at the facility. Verification of this training must be kept with the personnel training records and maintained at the facility. Personnel shall not work unsupervised until training has been completed. The training must be reviewed by facility personnel at least annually. The Permittee shall maintain an updated list of personnel handling hazardous waste and their respective job titles at the facility.
4. The Permittee shall maintain and operate the facility to minimize the possibility of fire, explosion or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water which could threaten human health or the environment.
5. Permittee shall comply with the manifest requirements of 40 CFR 264.71 and 264.72. The Permittee must document the reconciliation of any manifest discrepancies.
6. The Permittee shall comply with the following conditions concerning the Contingency Plan:
  - a. The Permittee shall immediately carry out the provisions in Section 8 of the permit application dated July 22, 2010 and its subsequent revisions, and follow the emergency procedures described by 40 CFR 264.56, whenever there is a fire, explosion, or release of hazardous waste or hazardous waste constituents which threatens or could threaten human health or the environment. The Permittee shall give proper notification if an emergency situation arises and, within five calendar days, must submit to the Department a written report which includes all information required in Part I Condition 8.(b).
  - b. The Permittee shall comply with the requirements of 40 CFR 264.53.
  - c. Within seven calendar days of meeting any criterion listed in 40 CFR 264.54(a), (b) or (c), the Permittee shall amend the plan and submit the amended plan for Department approval. Any other changes to the plan must be submitted to the Department within seven days of the change. Amendments to the plan must be approved in writing by the Department. All amended plans must be distributed to the appropriate agencies.
  - d. The Permittee shall comply with the requirements of 40 CFR 264.55, concerning the emergency coordinator.

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7. Sampling and analysis of permitted and new hazardous wastes shall be conducted in accordance with Section 4 Waste Analysis Plan of the permit application dated July 22, 2010 and its subsequent revisions.
  - a. The Permittee is liable for waste profiles supplied to generators.
  - b. Prior to acceptance of new waste codes a permit modification is required.
8. The Permittee shall develop and maintain a Waste Minimization Program Plan. The Permittee shall maintain copies of the certification required by this Condition in the facility operating record for a minimum of three years. The Permittee must certify, no less often than annually, that:
  - a. The Permittee has a program in place to reduce the volume and toxicity of hazardous waste generated to the degree determined by the Permittee to be economically practicable; and
  - b. The proposed method of treatment, storage or disposal is the most practicable method available to the Permittee, which minimizes the present and future threat to human health and the environment.
9. With respect to ignitable and reactive wastes, the Permittee shall comply with 40 CFR 264.17, 264.176, and 264.198. With respect to incompatible wastes, the Permittee shall comply with 40 CFR 264.177 and 264.199.

#### **Part II Subpart B - Specific Operating Conditions**

1. Container storage shall be conducted only within the three (3) bays of the container storage building and within the covered, improved containment area. Total container storage volume within the permitted building and the covered, improved containment area shall not exceed 50,000 gallons as per Section 13 (Use and Management of Containers) of the application dated July 22, 2010 and its subsequent revisions.
2. Containers shall be kept closed except when adding or removing waste and be handled in a manner that will not allow the containers to rupture or leak. If a container holding hazardous waste is not in good condition, or begins to leak, the waste shall be transferred to another container in good condition [40 CFR Parts 264.171, 264.173].
3. The Permittee shall use containers that are compatible with the hazardous waste to be stored to comply with the requirements of 40 CFR Part 264.172.
4. The Permittee shall not store incompatible waste in containers or place it in unwashed containers or place it in unwashed containers that have previously held incompatible waste [40 CFR 264.177].
5. The Permittee shall inspect the container loading/unloading areas as well as the container storage area in accordance with the schedule and procedures identified in Section 13 (Use and Management of Containers) and Section 5 (Inspection Plan) of the application dated July 22, 2010 and its subsequent revisions and 40 CFR 264.174.



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6. Any unknown waste shall be segregated from all other hazardous wastes until it is identified by analysis and a compatibility group is assigned.
7. The Permittee shall not store incompatible wastes in the same bay or in bays having the same containment system. Incompatible waste shall be physically separated by a dike, berm or other approved device in accordance with 40 CFR Part 264.177(c).
8. The Permittee shall store all "cyanide bearing" waste in storage area 2A located in Bay 2. "Cyanide bearing" waste includes D003 wastes that meet the definition under 40 CFR Part 261.23(a)(5) and any "listed" wastes that has any form of cyanide as a "Basis for Listing" under 40 CFR Part 261 Appendix VII (e.g., F006-F012, F019, K007, K060).
9. Hazardous waste must be compatible with the secondary containment systems and liners of the storage bays and covered, improved secondary containment area [40 CFR 264.175(b)].
10. Spilled or leaked waste and accumulated precipitation from the container storage and temporary staging areas must be removed from the sumps the same day the waste is discovered to reduce the potential of overflow in the secondary containment collection system.
11. Liquids that accumulate in the containment sumps will be sampled, analyzed and managed as described in Section 13 of the permit application.
12. The container loading/unloading areas shall be clear of any liquids and/or debris at all times.
13. The Permittee shall comply with the 15-meter (50-foot) setback rule concerning the locating of ignitable and reactive wastes in containers per 40 CFR 264.176.
14. All service vehicle trucks, roll-offs and tractor trailers shall be situated over a manmade surface having emergency liquid containment or at one of the unloading areas when the vehicle contains hazardous waste.
15. Vehicles with incoming shipments of hazardous waste shall be unloaded into the appropriate storage area within five (5) calendar days of the vehicle's arrival at the facility. Vehicles being loaded for outgoing shipment shall leave the facility within ten (10) calendar days of the first container of hazardous waste being placed on the vehicle. Documentation of the above shall be maintained in the facility's operating record. The above does not apply to vehicles transporting hazardous waste for which the Permittee is acting solely as a transfer facility. Appropriate documentation verifying transfer facility activity shall be maintained in accordance with Rule 62-730.171(6), F.A.C.
16. The Permittee shall not allow pass-through bulk waste shipments to be held at the facility in excess of 24 hours.
17. An inventory shall be taken each business day and recorded on the daily inventory logs. This inventory is to be taken at about the same time each day, i.e. at the opening of each business day or at the end of each business day.
18. The inventory of containers that have been loaded onto transport vehicles for outbound shipment and have not left the facility shall be counted towards the maximum storage area inventory of 50,000

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gallons. This shall include the total container storage volume within the permitted building and the covered, improved containment area and the staging area. The inventory of waste received at the facility which remains unloaded on the transport vehicle shall not be counted towards the maximum capacity of the facility but shall be included in the closure plan, financial assurance documents, and inspection logs.

19. The maximum quantity of waste received at the facility that remains unloaded shall not exceed 10,000 gallons at any one time.
20. Container arrangement is identified in Figure 5.2 of the permit application and Attachment B of this permit. Any change to the container arrangement in any bay requires prior approval by the Department.
21. The Permittee may store non-regulated materials in the regulated storage area provided:
  - a. The containers are managed according to 40 CFR 264 Subpart I.
  - b. The volumes of non-regulated materials are included in calculating the total volume of liquid to be stored in the regulated storage area.
  - c. The Permittee shall maintain the required aisle spacing in the storage area for both the regulated and non-regulated materials in accordance with 40 CFR 264.35.
  - d. The Permittee assures that non-regulated materials have labels indicating the contents of the containers and that the materials are non-regulated.
  - e. The Permittee includes the daily inventory of non-regulated material in the facility operating record.
  - f. The Permittee manages all containers in a manner that ensures a release will not occur.
22. The Permittee shall clearly mark upon receipt of shipment each container of hazardous waste restricted from land disposal with the following information:
  - a. A description of the contents, including all applicable EPA waste identification numbers.
  - b. The date the waste was received at the facility.

#### **Part II Subpart C - Closure Conditions**

1. The Permittee shall close the hazardous waste management units in a manner that minimizes or eliminates, to the extent necessary to protect human health and the environment, postclosure escape of hazardous waste, hazardous waste constituents, hazardous waste decomposition products, contaminated leachate or run-off, to the groundwater, surface waters, or to the atmosphere (40 CFR 264.111).



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2. The Permittee shall have a written closure plan as required by 40 CFR 264.112(a). The closure plan and all revisions to the plan must be kept at the facility until closure is completed, certified in accordance with 40 CFR 264.115, and accepted by the Department.
3. The Permittee shall modify/revise the approved Closure Plan per the requirements of 40 CFR 264.112(c) and Rule 62-730.290, F.A.C., by submitting a written request to the Department to amend the approved closure plan.
4. The Permittee must complete physical closure activities in accordance with the Closure Schedule in Section 11 (Closure Plan) of the permit application dated July 22, 2010 and its subsequent revisions. Any changes in the time allowed for closure activities after approval shall require prior written Department approval.
5. The Permittee shall notify the Department 45 days prior to the date on which he expects to begin partial or final closure of a unit(s).
6. At least 30 calendar days prior to initiating closure activities, the Permittee shall prepare and submit a Closure Activities Report with "schedule date" and "completed" columns to document the progress of closure. Upon Department approval, the Closure Activities Report shall be maintained and updated by the Permittee throughout the closure period, with copies submitted monthly to the Department. Each report must be submitted to the Department by the tenth (10th) day of each month for the preceding month until the acceptance of physical closure by the Department. The schedule for submittal can be changed with written Department approval. These reports can be submitted electronically. Any deviation from scheduled or described tasks shall be fully documented on the checklist.
7. Within 90 days after receiving the final volume of hazardous waste, or upon notification by the Department that closure of a unit is required, the owner or operator must treat or remove from the unit all hazardous waste. The Permittee shall complete closure activities within 180 days after notification to the Department of closure. Any changes in the time allowed for closure of the units after approval shall require prior written Departmental approval.
8. The Permittee shall properly decontaminate or dispose of all equipment, structures, and residues used during or resulting from the closure activities.
9. The Permittee shall manage all hazardous wastes, residues, sludges, spilled or leaked waste, or contaminated liquids and soils removed during closure of the unit(s) in accordance with the applicable provisions of 40 CFR Parts 260 through 268, including the manifest requirements. A copy of each manifest required as a result of closure activities shall be submitted to the Department with the Closure Certification.
10. The Permittee shall provide opportunities for site inspections by the Department by informing the Department at least seven calendar days in advance of any physical closure activity (e.g., soil sampling, soil removal, etc.).
11. Within 60 calendar days of the completion of closure, the Permittee shall submit to the Department, by certified mail or hand delivery, a Closure Certification report signed by the Permittee and an independent Professional Engineer registered in the State of Florida, stating that the unit has been

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closed in compliance with the Closure Plan and the conditions of this permit. The Closure Certification must be based on the Professional Engineer's own observation and knowledge of the closure activities. The Closure Certification must include, but not be limited to, the following:

- a. Sampling data to verify clean closure;
  - b. Decontamination data;
  - c. Copies of manifests or other appropriate shipping documents for removal of all hazardous wastes and all contaminated residues;
  - d. Groundwater monitoring data summary pertaining to closure activities;
  - e. A description of the summary of final closure activities; and
  - f. A final inspection check-off sheet.
12. The Permittee shall notify the Department within seven calendar days of any determination that actions undertaken as part of closure or associated monitoring programs no longer satisfy the requirements set forth in this permit. If the Department determines that a modification of the permit is required, the Permittee shall, within 60 calendar days, submit an application for a permit modification in accordance with Rule 62-730.290.
13. Within 30 days of determining that all contaminated soil cannot be practically removed or decontaminated, the Permittee shall notify the Department of such determination. Within 90 days of the determination the Permittee shall submit an application for permit modification to close the facility as a landfill and perform postclosure care as required by 40 CFR 264.310.
14. Within 30 calendar days of submitting a closure certification for a land disposal unit, including a land disposal unit identified under Condition 13 of this Part, the Permittee shall submit to the Department and to the local zoning authority, or the authority with jurisdiction over local land use, a survey plat indicating the type, location, and quantity of hazardous wastes disposed of within the unit with respect to permanently surveyed benchmarks in accordance with 40 CFR 264.116. For hazardous wastes disposed of before January 12, 1981, the owner or operator must identify the type, location, and quantity of the hazardous wastes to the best of his/her knowledge and in accordance with any existing records. This notice is in addition to the requirement to execute a formal land use control (e.g. a restrictive covenant) in order to obtain a site rehabilitation completion order based on restricted exposure risk assumptions under Chapter 62-780, FAC.

### **PART III - POSTCLOSURE CONDITIONS**

Not applicable at this time.

### **PART IV - ENVIRONMENTAL MONITORING CONDITIONS**

Not applicable at this time.



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**PART V - CORRECTIVE (REMEDIAL) ACTION CONDITIONS**

1. The Conditions of this Part apply to:
  - a. The SWMUs and AOCs identified in Appendix A;
  - b. Any additional SWMUs or AOCs discovered during the course of groundwater monitoring, field investigations, environmental audits, or other means; as used in this Part of the permit, the terms "discover", "discovery", or "discovered" refer to the date on which the Permittee either:
    - (1) visually observes evidence of a new SWMU or AOC;
    - (2) visually observes evidence of a previously unidentified release of contaminant(s) to the environment; or
    - (3) receives information from a credible source of the presence of a new release of contaminant(s) to the environment.
  - c. Contamination that has migrated beyond the facility boundary, if applicable.
2. Within 15 calendar days of discovery, the Permittee shall notify the Department in writing of any newly discovered release(s) of contaminant(s) to the environment; any suspected new AOC(s); and any additional SWMU(s) discovered during the course of groundwater monitoring, field investigations, environmental audits, or other means. The notification shall include, at a minimum, the location of the release, AOC or SWMU (hereinafter referred to collectively as "site"), and all relevant information (e.g., location of site(s) on a topographic map of appropriate scale; general dimensions of affected area; media affected; hazardous constituents released; and magnitude of release). The Department may conduct, or require that the Permittee conduct, confirmatory sampling in order to determine whether contamination is present. The Department will notify the Permittee in writing of the final determination as to the status of the newly discovered or suspected site.
3. Upon notification by the Department, the Permittee shall prepare and submit a Confirmatory Sampling (CS) Work Plan for known, suspected, or newly discovered sites. Unless the notification letter specifically establishes a different time frame for work plan submittal, the Work Plan shall be submitted within 60 calendar days of notification by the Department that a CS Work Plan is required. The CS Work Plan shall include schedules for implementation and completion of specific actions necessary to determine whether or not contamination has occurred in any potentially affected media. In order to partly or wholly satisfy the CS requirement, previously existing data may be submitted with the work plan for the Department's consideration.
4. In accordance with the schedule in the approved CS Work Plan, or no later than 60 calendar days after Department written approval of a CS Work Plan if no schedule is included in the Work Plan, the Permittee shall submit a Confirmatory Sampling (CS) Report identifying those sites that are contaminated and those sites that are not contaminated. The CS Report shall include an analysis of the analytical data to support all determinations. Based on the results of the CS Report, the Department will determine the need for further investigation at sites covered in the CS Report and notify the Permittee in writing.



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5. De Minimis discharge is a release of contaminant(s) that is removed from the soil, sediment, surface water, and groundwater to cleanup target levels or background concentrations within 30 days of discovery of the release. If the Permittee intends to treat a discharge under the De Minimis discharge provision of 62-780.550 FAC, the Permittee must meet the notification requirements of Condition 2 of this Part, notifying the Department that a De Minimis action is underway. A De Minimis Remediation Report must be submitted to the Department within 90 days of discovery of the release. The report must include a description of all actions taken in response to the discharge and the information required by the Interim Source Removal Report pursuant to 62-780.500(7)(a) F.A.C.
6. Upon notification by the Department, the Permittee shall commence site rehabilitation in accordance with Rule 62-730.225 and Chapter 62-780, F.A.C., for all SWMUs and/or AOCs ("contaminated sites") identified in the notification. Unless the notification letter specifically establishes a different time frame to commence or complete site assessment, the Permittee shall commence and complete site assessment in the manner and within the time limits set forth in Rule 62-780.600, F.A.C.
7. Upon notification by the Department, the Permittee shall submit to the Department an Interim Measures (IM) Work Plan for any release, SWMUs or AOCs that the Department determines necessary to minimize or prevent further migration of contaminants or to limit human or environmental exposure to contaminants. The IM Work Plan shall be designed to mitigate any current or potential threat(s) to human health or the environment and to be consistent with long-term corrective actions at the facility. The IM Work Plan shall include the IM objectives, procedures for implementation, a schedule of activities, and associated designs, plans, and specifications.
8. If the Department or the Permittee at any time determines that any approved work plan no longer satisfies the requirements of 40 CFR 264.101 or this permit for prior or continuing releases of contaminant(s) to the environment, the Permittee shall submit an amended work plan to the Department within 60 calendar days of such determination.

## **PART VI – REMEDY SELECTION AND IMPLEMENTATION**

### **Part VI Subpart A - General Conditions**

1. Within 90 calendar days of Department approval of a Site Assessment Report or Site Assessment Report Addendum the Permittee shall submit a Remedial Action Plan developed in accordance with Chapters 62-780 and 62-730, F.A.C. Remedial Action Plans may be performance based, including remediation options to be implemented based on changing conditions at the site.
2. Within 30 days of Department written approval of the remedial alternative(s) selected, the Permittee shall publish notice of a proposed permit modification in accordance with Rule 62-730.292(3)(c), F.A.C. This modification will serve to incorporate a final remedy into this permit. Final approval of remedial action which is achieved through interim measures shall be in accordance with this condition.
3. The Remedial Action Plan shall include a provision for the Permittee to submit periodic Remedial Action Status Reports in accordance with Rule 62-780.700(13), F.A.C. The intent to implement a different approved remedy in a performance based Remedial Action Plan can be provided in the



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Remedial Action Status Report. Proposals to modify a previously approved remedy in a performance based Remedial Action Plan can be provided in the Remedial Action Status Report and implemented with written Department approval.

4. When site rehabilitation (remedial action) is complete, the Permittee shall submit to the Department a Site Rehabilitation Completion Report in accordance with Chapter 62-780, F.A.C. Site Rehabilitation Completion Reports can be part of a combined document with the Remedial Action Status Report.
5. For site rehabilitation involving the cleanup of groundwater contaminated by a release from a designated regulated unit, the Permittee must demonstrate that the concentration of constituents of concern remain below cleanup goals for three consecutive years after active remediation has ceased as per 40 CFR 264.100.(f).
6. When appropriate, the Department will approve completion of site rehabilitation by inclusion in a permit renewal, permit modification, or separate Site Rehabilitation Completion Order.

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## APPENDIX A

### SUMMARY OF FACILITY SITES (SOLID WASTE MANAGEMENT UNITS AND AREAS OF CONCERN)

<b>A.1. List of SWMUs/AOCs requiring Confirmatory Sampling:</b>				
SWMU/AOC Number/Letter	SWMU/AOC Name	SWMU/AOC Comment and Basis for Determination	Dates of Operation	Potentially Affected Media
SWMU-15	Additional Retention Pond	RFA Addendum dated May 13, 2011	Construction completed in March 2010; operational in July 2010	Sediment, soils and groundwater
<b>A.2. List of SWMUs/AOCs requiring a Site Assessment (a/k/a RCRA Facility Investigation [RFI]) or a Risk Assessment:</b>				
SWMU/AOC Number/Letter	SWMU/AOC Name	SWMU/AOC Comment	Dates of Operation	Potentially Affected Media
There are no units identified at this time as requiring a Site or Risk Assessment.				
<b>A.3. List of SWMUs/AOCs requiring a Remedial Action Plan or Natural Attenuation with Monitoring Plan (a/k/a Corrective Measures Study [CMS]):</b>				
SWMU/AOC Number/Letter	SWMU/AOC Name	SWMU/AOC Comment	Dates of Operation	Affected Media
There are no units identified at this time requiring a Remedial Action Plan or a Natural Attenuation with Monitoring Plan.				
<b>A.4. List of SWMUs/AOCs implementing a Remedial Action Plan or Natural Attenuation with Monitoring Plan (a/k/a Corrective Measures Implementation Report [CMI]):</b>				
SWMU/AOC Number/Letter	SWMU/AOC Name	SWMU/AOC Comment	Dates of Operation	Affected Media
There are no units identified at this time implementing a Remedial Action Plan or a Natural Attenuation with Monitoring Plan.				
<b>A.5. List of SWMUs/AOCs at which Site Rehabilitation Completion Determinations without controls have been made:</b>				



PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

I.D. NUMBER: FLD 981 932 494  
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SWMU/AOC Number/Letter	SWMU/AOC Name	Unit Comment and Basis for NFA	Dates of Operation
There are no units identified at this time at which Site Rehabilitation Completion Determinations without controls have been made.			
<b>A.6. List of SWMUs/AOCs at which Site Rehabilitation Completion Determinations with controls have been made:</b>			
SWMU/AOC Number/Letter	SWMU/AOC Name	Unit Comment and Basis for NFA	Dates of Operation
There are no units identified at this time at which Site Rehabilitation Completion Determinations with controls have been made.			
<b>A.7. List of SWMUs/AOCs Where No Further Action Determinations have been made based on no suspected or confirmed contamination:</b>			
SWMU/AOC Number/Letter	SWMU/AOC Name	Unit Comment and Basis for NFA	Dates of Operation
SWMU 1	Drum Storage Area	RFA Report dated March 1995	June 1990-present
SWMU 2	Loading and Unloading Area	RFA Report dated March 1995	June 1990
SWMU 3	Retention Pond	RFA Report dated March 1995	June 1990
SWMU 4	Filter Press	RFA Report dated March 1995	June 1990
SWMU 5	Municipal Waste Dumpster	RFA Report dated March 1995	June 1990
SWMU 6	Pre-Treatment Unit	RFA Report dated March 1995	June 1990
SWMU 7	Solid Waste Processing Building	RFA Addendum dated May 13, 2011	Construction completed November 2009; operational in July 2010-present
SWMU 8	Universal Waste Battery Storage Area	RFA Addendum dated May 13	January 2009-present
SWMU 9	Paint Can Crushing Area	RFA Addendum dated May 13	1996- present
SWMU 10	Roll-Off Storage	RFA Addendum dated May 13	November 2008-present
SWMU 11	Transfer Facility	RFA Addendum dated May 13	1990- present
SWMU-12	Used Oil Facility	RFA Addendum dated May 13	1990- present

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The facility is permitted to perform physical treatment of hazardous waste (solidification of semisolid hazardous waste requiring further filtration) on a batch basis. The batch treatment of hazardous waste utilizing the filter press machine will occur in Bay one (1). The filter press is pneumatically operated and does not utilize electrical components. Dimensions for the filter press are approximately 2.6-feet by 10.25-feet by 3.6-feet.

Recontainerization activities of hazardous waste occurring at the facility include paint can crushing, aerosol can crushing, drum crushing, loading to roll-offs, and loading to tanker trucks. Hazardous waste codes accepted and stored at this facility are listed in Attachment C of this permit.

## 2. Transfer Facility:

The Permittee is authorized to operate a transfer facility on site in accordance with Rule 62-730.171, F.A.C., and is authorized to store in transit manifested hazardous waste on site not to exceed ten (10) days as allowed for transfer facilities. EQ Florida, Inc., (EQ), shall not utilize the transfer facility for any waste where EQ is the designated facility on the manifest or originating at the facility with EQ listed as the generator. The storage of transfer facility waste must be located on the paved lot within the 8<sup>th</sup> Ave. property as identified on Attachment D of this permit. Vehicles and trailers parked in this area must be marked as a 10-day vehicle or trailer. The maximum storage shall not exceed 20,000 gallons or 100 cubic yards.

## 3. Other Activities:

- EQ is a used oil and used oil filter transporter and transfer facility in accordance with Chapter 62-710, F.A.C.
- EQ is a transporter and handler of mercury containing lamps and devices that are regulated in accordance with Chapter 62-737, F.A.C.
- EQ manages Solid Waste in accordance with its solid waste permits (34757-003-SO and 34757-005-SO) and Chapter 62-701, F.A.C.
- EQ also manages household hazardous waste (HHW) at the facility. This waste is regulated as a Solid Waste. Any HHW received with a hazardous waste manifest will be managed as hazardous waste.
- EQ also manages pharmaceutical wastes in accordance with a Drugs, Devices and Cosmetics permit (53;00007) issued by the Florida Department of Health.

## 4. HSWA Units: No Further Action:

- SWMU-1, Drum Storage Area
- SWMU-2, Loading and Unloading Area
- SWMU-3, Retention Pond
- SWMU-4, Filter Press
- SWMU-5, Municipal Waste Dumpster
- SWMU-6, Pre-Treatment Unit
- SWMU-7, Solid Waste Processing Facility
- SWMU-8, Universal Waste Battery Storage Area
- SWMU-9, Paint Can Crushing Area
- SWMU-10, Roll-off Storage



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- SWMU-11, Transfer Facility
- SWMU-12, Used Oil Facility
- SWMU-13, Satellite Accumulation Area
- SWMU-14, Parts Washer
- SWMU-16, Universal Waste Lamp Storage Area
- SWMU-17, Aerosol Can Crushing
- SWMU-18, Drum Crushing

5. HSWA Units: Confirmatory Sampling:

- SWMU-15, Additional Retention Pond

The Permittee is required to investigate any releases of contaminants to the environment at the facility regardless of the time at which waste was placed in a unit and to take appropriate corrective action for any such releases. Solid waste management units (SWMUs) and areas of concern (AOCs) identified to date are listed in Appendix A of this permit. Pursuant to 40 Code of Federal Regulations (CFR) 260.10 [as adopted by reference in Rule 62-730.020(1), F.A.C.], the corrective action requirements of this RCRA permit extend to all contiguous property under the control of the Permittee (see Attachment A, a map which demarks the property boundaries of land under the Permittee's control) and to all contamination that originated from discharges at the contiguous property under control of the Permittee.

This permit is based on the premise that information and reports submitted by the Permittee prior to issuance of this permit are accurate. Any inaccuracies found in this information or information submitted as required by this permit may be grounds for termination or modification of this permit in accordance with Rule 62-730.290, F.A.C., and potential enforcement action.

The facility is located at 2002 North Orient Road in Tampa, Hillsborough County, Florida.

The following documents were used in the preparation of this permit:

1. Operating Permit Renewal Application dated July 22, 2010.
2. Response to First Notice of Deficiencies dated November 4, 2010
3. E-mail from Stuart Stapleton to Merlin Russell dated January 18, 2011 with photographs and information on Solid Waste Management Units
4. E-mail from Stuart Stapleton to Merlin Russell dated January 25, 2011 with photograph of SWMU-17 and additional information on Solid Waste Management Units
5. EQ's Response to Second Notice of Deficiencies dated February 10, 2011.
6. EQ's April 28, 2011 response to DEP's April 11, 2011 completeness letter.
7. *RCRA Facility Assessment (RFA) Addendum* dated May 13, 2011.

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SWMU-13	Satellite Accumulation Area	RFA Addendum dated May 13	2002- present
SWMU-14	Parts Washer	RFA Addendum dated May 13	January 2009- present
SWMU-16	Universal Waste Lamp Storage Area	RFA Addendum dated May 13	2002- present
SWMU-17	Aerosol Can Crushing	RFA Addendum dated May 13	2003- present
SWMU-18	Drum Crushing	RFA Addendum dated May 13	1996- present

Issued July 22, 2011

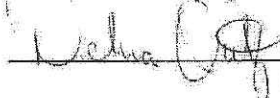
STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



CHARLES F. GODDARD, CHIEF  
BUREAU OF SOLID AND HAZARDOUS WASTE

Filing and Acknowledgment

Filed on this date, pursuant to Section 120.52, Florida Statutes, with the designated Clerk, receipt of which is acknowledged.



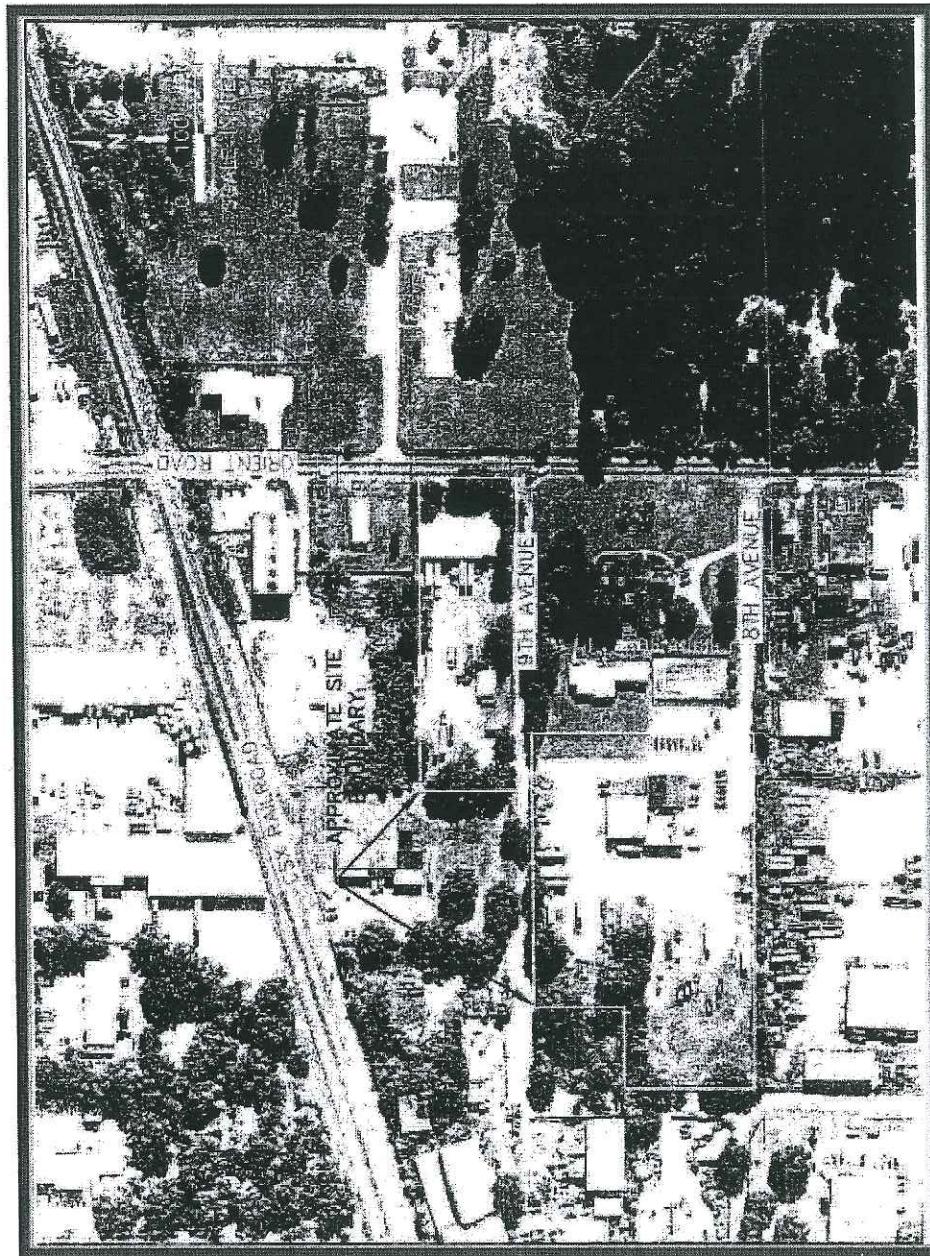
CLERK

July 22, 2011  
DATE

PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

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**ATTACHMENT A**  
**FACILITY PROPERTY BOUNDARY**

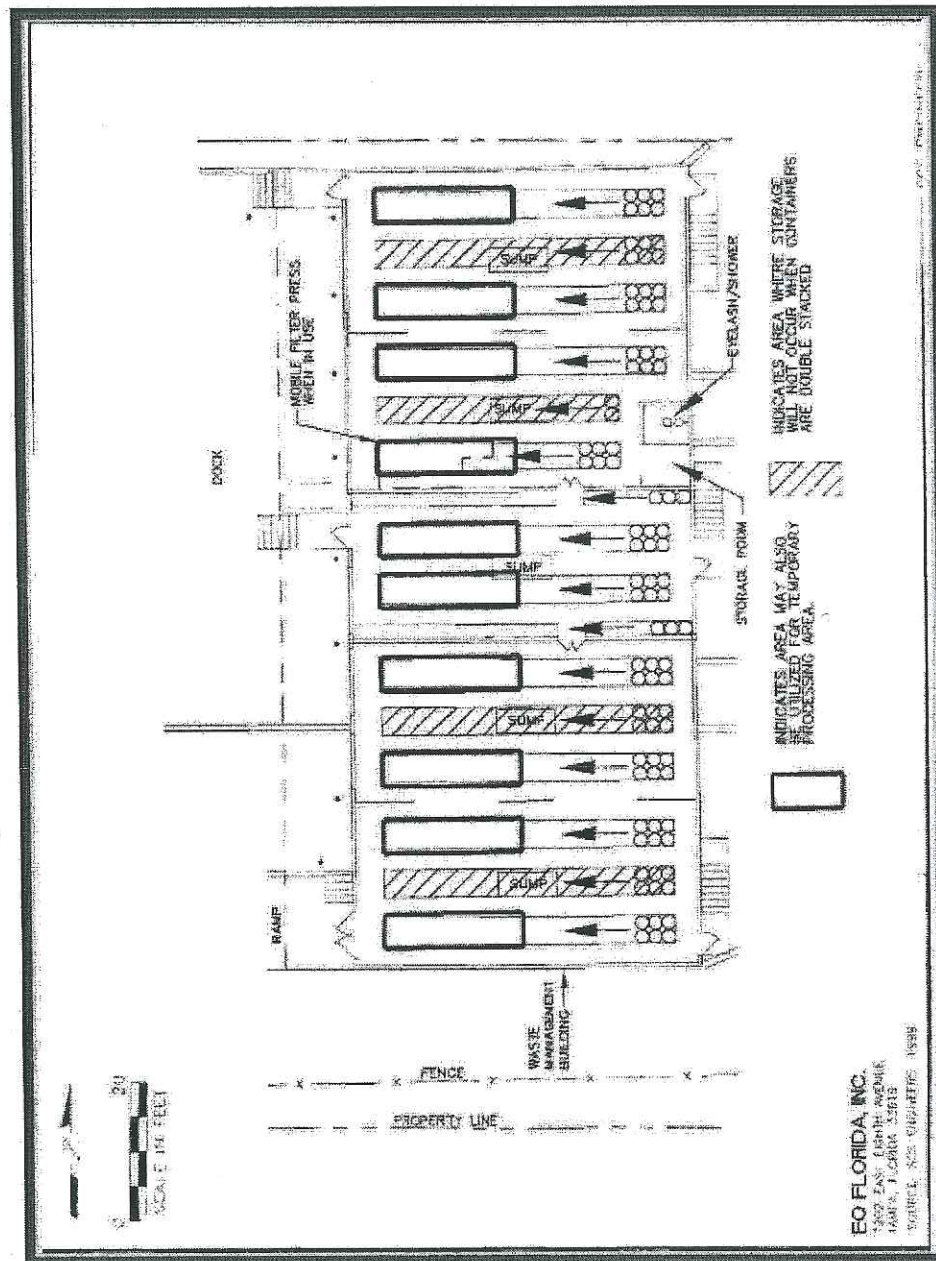




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ATTACHMENT B  
CONTAINER ARRANGEMENT



PERMITTEE:  
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**ATTACHMENT C**  
**WASTE CODES PERMITTED FOR STORAGE**

CHARACTERISTIC WASTE													
D001	D002	D003	D004	D005	D006	D007	D008	D009	D010	D011	D012	D013	D014
D015	D016	D017	D018	D019	D020	D021	D022	D023	D024	D025	D026	D027	D028
D029	D030	D031	D032	D033	D034	D035	D036	D037	D038	D039	D040	D041	D042
D043													
HAZARDOUS WASTE FROM NON-SPECIFIC SOURCES													
F001	F002	F003	F004	F005	F006	F007	F008	F009	F010	F011	F012	F019	F020
F021	F022	F023	F024	F025	F026	F027	F028	F032	F034	F035	F037	F038	F039
HAZARDOUS WASTE FROM SPECIFIC SOURCES													
K001	K002	K003	K004	K005	K006	K007	K008	K009	K010	K011	K013	K014	K015
K016	K017	K018	K019	K020	K021	K022	K023	K024	K025	K026	K027	K028	K029
K030	K031	K032	K033	K034	K035	K036	K037	K038	K039	K040	K041	K042	K043
K045	K046	K048	K049	K050	K051	K052	K060	K061	K062	K064	K065	K066	K069
K071	K073	K083	K084	K085	K086	K087	K088	K090	K091	K093	K094	K095	K096
K097	K098	K099	K100	K101	K102	K103	K104	K105	K106	K107	K108	K109	K110
K111	K112	K113	K114	K115	K116	K117	K118	K123	K124	K125	K126	K131	K132
K136	K141	K142	K143	K144	K145	K147	K148	K149	K150	K151	K156	K157	K158
K159	K161												



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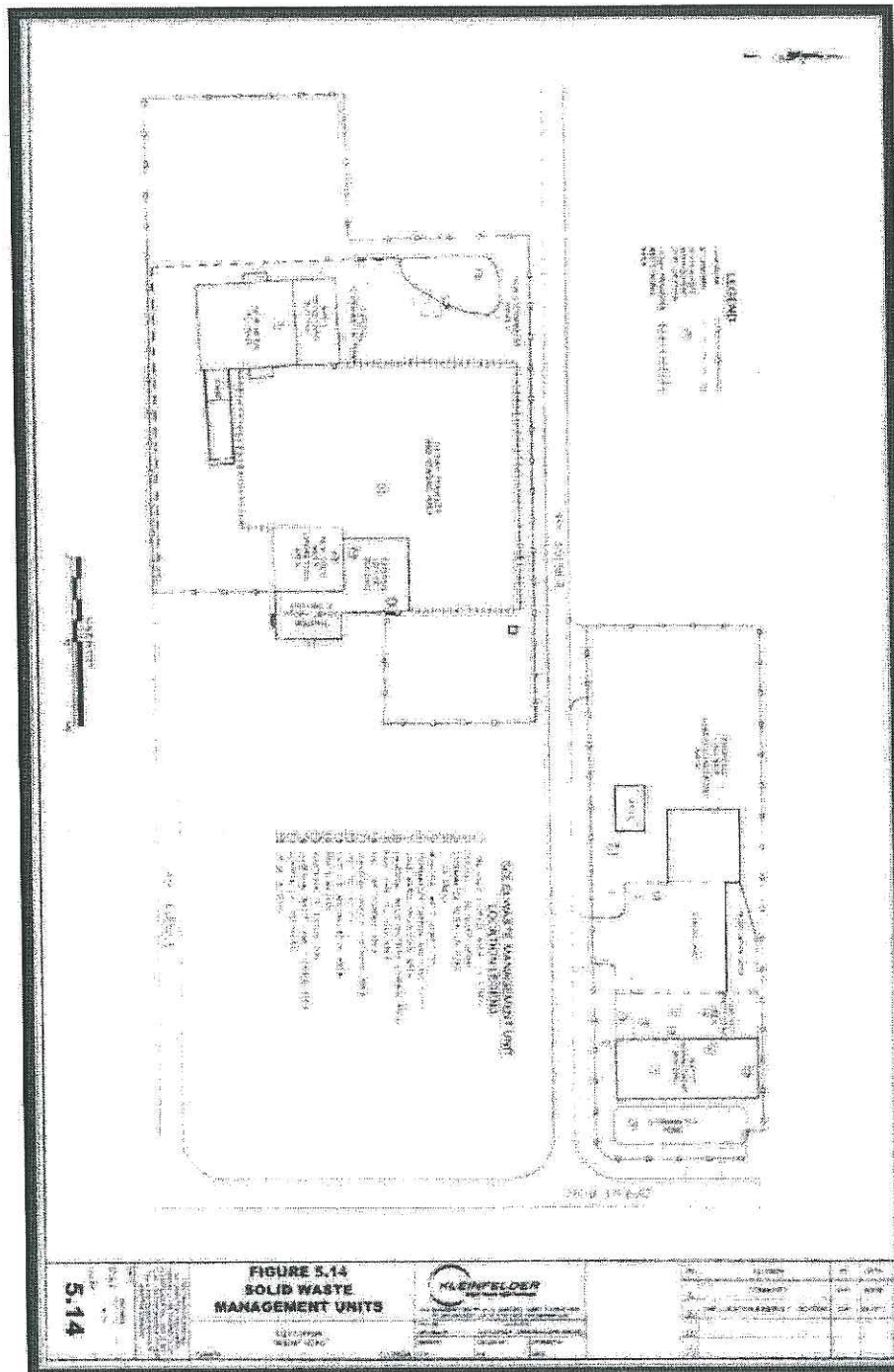
**ATTACHMENT C  
WASTE CODES PERMITTED FOR STORAGE (cont.)**

DISCARDED COMMERCIAL CHEMICAL PRODUCTS, OFF-SPECIFICATION SPECIES, CONTAINER RESIDUES AND SPILL RESIDUES THEREOF													
P001	P002	P003	P004	P005	P006	P007	P008	P009	P010	P011	P012	P013	P014
P015	P016	P017	P018	P019	P020	P021	P022	P023	P024	P026	P027	P028	P029
P030	P031	P033	P034	P036	P037	P038	P039	P040	P041	P042	P043	P044	P045
P046	P047	P048	P049	P050	P051	P054	P056	P057	P058	P059	P060	P062	P063
P064	P065	P066	P067	P068	P069	P070	P071	P072	P073	P074	P075	P076	P077
P078	P081	P082	P084	P085	P087	P088	P092	P093	P094	P095	P096	P097	P098
P099	P101	P102	P103	P104	P105	P106	P107	P108	P109	P110	P111	P112	P113
P114	P115	P116	P118	P119	P120	P121	P122	P123	P127	P128	P185	P188	P189
P190	P191	P192	P194	P196	P197	P198	P199	P201	P202	P203	P204	P205	
U001	U002	U003	U004	U005	U006	U007	U008	U009	U010	U011	U012	U014	U015
U016	U017	U018	U019	U020	U021	U022	U024	U025	U026	U027	U028	U029	U030
U031	U032	U033	U034	U035	U036	U037	U038	U039	U041	U042	U043	U044	U045
U046	U047	U048	U049	U050	U051	U052	U053	U055	U056	U057	U058	U059	U060
U061	U062	U063	U064	U066	U067	U068	U069	U070	U071	U072	U073	U074	U075
U076	U077	U078	U079	U080	U081	U082	U083	U084	U085	U086	U087	U088	U089
U090	U091	U092	U093	U094	U095	U096	U097	U098	U099	U101	U102	U103	U105
U106	U107	U108	U109	U110	U111	U112	U113	U114	U115	U116	U117	U118	U119
U120	U121	U122	U123	U124	U125	U126	U127	U128	U129	U130	U131	U132	U133
U134	U135	U136	U137	U138	U140	U141	U142	U143	U144	U145	U146	U147	U148
U149	U150	U151	U152	U153	U154	U155	U156	U157	U158	U159	U160	U161	U162
U163	U164	U165	U166	U167	U168	U169	U170	U171	U172	U173	U174	U176	U177
U178	U179	U180	U181	U182	U183	U184	U185	U186	U187	U188	U189	U190	U191
U192	U193	U194	U196	U197	U200	U201	U202	U203	U204	U205	U206	U207	U208
U209	U210	U211	U213	U214	U215	U216	U217	U218	U219	U220	U221	U222	U223
U225	U226	U227	U228	U234	U235	U236	U237	U238	U239	U240	U243	U244	U246
U247	U248	U249	U271	U278	U279	U280	U328	U353	U359	U364	U367	U372	U373
U387	U389	U394	U395	U404	U409	U410	U411						

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**ATTACHMENT D**  
**SOLID WASTE MANAGEMENT UNITS**





## EQ Florida Compliance History

DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS
3/2/2000	FDEP	N/A	34875-HO-007	Minor Training Infractions	Corrected
12/20/2000	FDEP	N/A	34757-001-SO	None	
1/24/2000	FDEP	N/A	34757-001-SO	None	
8/25/2000	FDEP	N/A	34757-001-SO	None	
5/3/2000	FDEP	N/A	34757-001-SO	None	
4/18/2001	FDEP	N/A	34757-001-SO	None	
8/23/2001	FDEP	N/A	34757-001-SO	None	
7/24/2000	FDEP	N/A	34875-HO-007	None	
1/29/2001	FDEP	N/A	34875-HO-007	None	
2/27/2002	FDEP	N/A	34757-001-SO	None	
8/13/2002	FDEP	N/A	34757-001-SO	None	
4/17/2002	FDEP	N/A	34875-HO-007	None	
9/23/2003	FDEP	NOV	34875-HO-007	Failure to determine if the total halogen content of 880-gallons of used oil was above or below 1,000-PPM prior to acceptance and transport. Failure to comply with 49 CFR 171.2(a) by accepting a hazardous material for transport that was not properly classed, described, marked, labeled, etc. Failure to obtain authorization prior to disposal or treatment of contaminated used oil.	Corrected
10/23/2003	FDEP	N/A	34757-003-SO	None	
1/28/2004	FDEP	N/A	34875-HO-007/34757-003-SO	None	
4/13/2004	FDEP	N/A	34757-003-SO	None	
8/10/2004	FDEP	N/A	34757-003-SO	None	
1/28/2005	FDEP	N/A	34757-003-SO	None	
3/30/2005	HEPC	N/A	34757-003-SO	None	
4/15/2005	FDEP	N/A	34757-003-SO	None	
7/14/2005	FDEP	N/A	34875-HO01 -002	None	
8/23/2005	FDEP	N/A	34757-003-SO	None	

## EQ Florida Compliance History

DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS
4/27/2006	FDEP & EPA	NOV	34875-HO-007	<p>Failure to perform a hazardous waste determination on the electronic waste before disposal into the non-hazardous waste container. (corrected)</p> <p>Failure to operate the facility in a manner that minimizes the possibility of a release of hazardous constituents which could threaten human health or the environment. (Residual waste was observed on the lid of a drum of waste in the container storage building and residual waste was observed on a palm can hopper)</p> <p>Failure to submit a complete Biennial Report for the year 2005.</p> <p>Failure to send revised Contingency Plan to the department and Emergency Agencies.</p> <p>Failure to keep containers of hazardous waste closed except when adding to or taking material from the container. (corrected)</p> <p>Failure to properly label containers of spent mercury containing lamps. (corrected)</p>	Corrected
6/1/2006	HEPC	N/A	34757-003-SO	None	
9/15/2006	FDEP	N/A	34757-003-SO	None	
10/31/2006	FDEP	N/A	34757-003-SO	None	
2/6/2007	HEPC	N/A	34757-003-SO	None	
2/8/2007	FDEP	N/A	34757-003-SO	None	
3/23/2007	FDEP	NOV	34875-HO01-009	<p>Failure to document corrective actions on daily facility inspection log.</p> <p>Failure to properly clean-up broken lamp near paint crusher. (corrected)</p>	Corrected
6/19/2007	HEPC	N/A	34757-003-SO	None	
11/2/2007	FDEP	N/A	34757-003-SO	None	
3/6/2008	FDEP	N/A	34757-003-SO	None	



## EQ Florida Compliance History

DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS
03/17/08	FDEP	NOV	34875-HO01-009	Failure to label eight one cubic yard boxes with accumulation start dates. (corrected). Failure to label eight one cubic yard boxes with the words "Hazardous Waste." (corrected) Failure to ensure containers are in good condition. (corrected)	Corrected
05/14/08	FDEP	N/A	34757-003-SO	None	
11/04/08	FDEP	N/A	34757-003-SO	None	
02/12/09	HEPC	N/A	34757-006-SO/30	None	
04/24/09	FDEP	N/A	34757-006-SO/30	None	
07/30/09	FDEP	NOV	34875-HO01-009	During the inspection, a box storing universal waste lamps were observed in the box truck that was not properly closed. (corrected immediately after inspection)	Corrected
09/30/09	FDEP	N/A	34757-006-SO/30	None	
10/14/09	FDEP	Consent Order	FLR05E179	Alteration of a Stormwater Management system prior to receiving regulatory authorization	Settlement Agreement
02/18/10	FDEP	N/A	34757-006-SO/30	None	
03/22/10	USDOT	N/A		Failure to close a package in accordance with the manufacturers instructions. Bill of Lading not completed correctly.	Letter of Warning
05/14/10	US Customs and Border Protection	N/A	P330-08-00259	None	
05/26/10	FDEP	N/A	34757-006-SO/30	None	
06/14/10	US Customs and Border Protection	N/A	P330-08-00259	None	

## EQ Florida Compliance History

DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS
08/24/10	FDEP	NOV	34875-HO01-009	<p>Containers located within 15 meters (50 feet) of the property line.</p> <p>Improper storage of universal waste lamps.</p> <p>Residue on outside of drums.</p> <p>Cyanide bearing waste stored improperly.</p> <p>Improper container marking.</p> <p>Failure to properly inspect the safety cabinets.</p> <p>Failed to properly close containers.</p> <p>Improper waste segregation.</p> <p>Improper container storage.</p> <p>Failure to park vehicles on a man made surface having emergency liquid containment.</p> <p>Failed to label used oil dolly with the words "Used Oil".</p> <p>Failed to mark containers with all applicable EPA waste codes and generator information.</p>	See 04/19/1
11/08/10	FDEP	N/A	34757-006-SO/30	None	



## EQ Florida Compliance History

DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS
04/19/11	FDEP & EPA	NOV	34875-HO01-009	<p>Failed to label used oil dolly with the words "Used Oil".</p> <p>Failed to label containers with the words "Universal Waste Batteries".</p> <p>Failed to properly close containers.</p> <p>Failed to record the date and nature of corrective actions or repairs in the daily inspection log.</p> <p>Failed to mark containers with all applicable EPA waste codes and generator information.</p> <p>Storing hazardous waste outside the permitted storage building.</p> <p>Failed to properly complete manifests.</p> <p>Residue on outside of drums.</p> <p>Aerosol can emptying device not in compliance with Subpart CG regulations.</p> <p>Improper storage of universal waste lamps.</p> <p>Improper waste segregation.</p> <p>Improper waste inventories and daily inspections.</p> <p>Universal waste improperly packaged.</p>	<p>Consent Order</p> <p>Closed</p>
06/28/11	FDEP	N/A	34757-006-SO/30	None	
10/11/11	FDEP	N/A	34757-006-SO/30	None	
02/01/12	FDEP	N/A	34757-006-SO/30	None	
05/17/12	FDEP	N/A	34757-006-SO/30	None	
09/19/12	FDEP	NOV	34875-HO01-009	Two boxes of universal waste lamps were open, and not labeled. (Corrected)	



## Florida Department of Environmental Protection

Southwest District Office  
13051 North Telecom Parkway  
Temple Terrace, Florida 33637-0926

August 25, 2009

Stuart Stapleton  
EQ Florida, Inc.  
7202 East 8<sup>th</sup> Ave.  
Tampa, FL 33619

Re: FLD 981 932 494  
Hillsborough County

Dear Mr. Stapleton:

Thank you for your assistance and cooperation during the Hazardous Waste Compliance Evaluation Inspection conducted on July 22, 2009.

Enclosed is the inspection report generated from this visit. Based upon the information gathered from this inspection, EQ Florida, Inc. was found to be in violation of regulations governing generators and Treatment, Storage and Disposal facilities of hazardous waste. This one violation is set forth in the "Summary of Violations" section of the inspection report.

As the one violation was corrected immediately after the inspection, no enforcement action will be taken. Your continued cooperation is appreciated. If you have any question please call me at (813) 632-7600, extension 473.

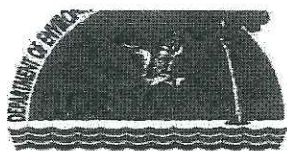
Sincerely,

Shannon Camp  
Environmental Specialist II  
Division of Waste Management  
Southwest District

Enclosures

cc. Kelley Boatwright, Hill. EPC (electronic)





Florida Department of  
Environmental Protection  
Hazardous Waste Inspection Report

**FACILITY INFORMATION:**

Facility Name: EQ Florida Inc

On-Site Inspection Start Date: 07/22/2009

On-Site Inspection End Date: 07/22/2009

ME ID#: 21659

EPA ID#: FLD981932494

Facility Street Address: 2002 N Orient Rd, Tampa, Florida 33619-3356

Contact Mailing Address: 7202 E 8th Ave, Tampa, Florida 33619-3380

County Name: Hillsborough

Contact Phone: (813) 319-3423

**NOTIFIED AS:**

LQG (>1000 kg/month)

Transporter

Transfer Facility

TSD Facility Unit Type(s)

Used Oil

**INSPECTION TYPE:**

Routine Inspection for TSD Facility Unit Type(s)

**INSPECTION PARTICIPANTS:**

Principal Inspector: Shannon D Camp, Inspector

Other Participants: Tara Swanson, ES II; Stuart Stapleton, Regulatory Specialist; Kelly Honey, ES III

**LATITUDE / LONGITUDE:** Lat 27° 57' 44.8953" / Long 82° 22' 25.1455"

**SIC CODE:** 4953 - Trans. & utilities - refuse systems

**TYPE OF OWNERSHIP:** Private

**Introduction:**

EQ Florida was inspected on July 22, 2009 to determine the facility's compliance with state and federal hazardous waste regulations. A follow-up visit was conducted on July 30, 2009 to finish a review of the facility's paperwork and manifests. Mr. Stuart Stapleton assisted the inspectors throughout both inspections. EQ Florida is a permitted hazardous waste treatment and storage facility and a large quantity generator of hazardous waste. EQ was last inspected in March 2008.

**Process Description:**

Operation at EQ Florida have not changed significantly since the last inspection. EQ was not exceeding their permitted waste capacity at the time of the inspection. All five of the sumps in the storage building were dry. No evidence of discharges were observed. The facility's emergency equipment appeared well maintained. The daily inspection logs for the storage bays, sumps and volume checks were reviewed. At least three of the daily logs did not have the supervisor's approval signature. Please note that failing to have the supervisor review the daily logs is a violation of the permit conditions. The inspectors also reviewed the training records and financial assurance documents; no deficiencies were noted. The facility had copies of its operating permit (and all associated documents), a current contingency plan and closure plan. Incoming and outgoing manifests were also reviewed.

The only change since the Department's last inspection is that the facility will have a new vehicle maintenance area located within the main building. This area has an approximately 30 gallon Heritage Crystal Clean parts washer. The facility was instructed to conduct a proper waste determination on any wastes from the parts washer prior to managing them as non-hazardous.

### New Potential Violations and Areas of Concern:

#### Checklist Independent Potential Violations and Areas of Concern

Type: Area Of Concern

Rule: 263.20(a)

Explanation: During the inspection, a manifest was observed in which EQ had transported hazardous waste on an improperly filled out manifest. EQ had transported over 2700 pounds of hazardous waste from a non-notifying SQG that was identified as "CESQG" on the manifest. In addition, EQ had transported hazardous waste from this facility multiple times over the past two years in which it was evident that the facility was generating over 220 pounds monthly.

Corrective Action: Please ensure that when transporting hazardous wastes in excess of 2200 pounds, that the generator has either an EPA Identification number or a Temporary ID number.

---

Type: Area Of Concern

Rule: 273.13(a), 273.14(a)

Explanation: During the inspection, a box containing universal waste batteries was observed without a label and in very poor condition.

Corrective Action: Please ensure that universal waste batteries are stored in closed, structurally sound containers that are labeled with the words "Universal Waste Batteries", "Waste Batteries" or "Used Batteries."

---

Type: Violation

Rule: 273.13(d)

Explanation: During the inspection, one box storing universal waste lamps was observed in the box truck that was not properly closed. (corrected immediately after inspection)

Corrective Action: Please ensure that all universal waste lamps are stored in structurally sound containers that are closed and properly labeled.

---

### Summary of Potential Violations and Areas of Concern:

#### Potential Violations

Rule Number	Area	Date Cited	Explanation
Checklist Independent Violations			
273.13(d)		07/22/2009	During the inspection, one box storing universal waste lamps was observed in the box truck that was not properly closed. (corrected immediately after inspection)

#### Areas of Concern

Rule Number	Area	Date Cited	Explanation
Checklist Independent Areas of Concern			



**Rule Number****Area****Date Cited****Explanation**

263.20(a)

07/22/2009

During the inspection, a manifest was observed in which EQ had transported hazardous waste on an improperly filled out manifest. EQ had transported over 2700 pounds of hazardous waste from a non-notifying SQG that was identified as "CESQG" on the manifest. In addition, EQ had transported hazardous waste from this facility multiple times over the past two years in which it was evident that the facility was generating over 220 pounds monthly.

273.13(a), 273.14(a)

07/22/2009

During the inspection, a box containing universal waste batteries was observed without a label and in very poor condition.

**Conclusion:**

At the time of the inspection, EQ Florida was not operating in compliance with state and federal hazardous waste regulation. Subsequent to the inspection the facility returned to compliance.

Inspection Date: 07/22/2009

Signed:

A hazardous waste compliance inspection was conducted on this date, to determine your facility's compliance with applicable portions of Chapters 403 & 376, F.S., and Chapters 62-710, 62-730, 62-737, & 62-740 Florida Administrative Code (F.A.C.). Portions of the United States Environmental Protection Agency's Title 40 Code of Federal Regulations (C.F.R.) 260 - 279 have been adopted by reference in the state rules under Chapters 62-730 and 62-710, F.A.C. The above noted potential items of non-compliance were identified by the inspector(s).

This is not a formal enforcement action and may not be a complete listing of all items of non-compliance discovered during the inspection.

Shannon D Camp

PRINCIPAL INSPECTOR NAME

Inspector

PRINCIPAL INSPECTOR TITLE



PRINCIPAL INSPECTOR SIGNATURE

8/7/2009

DATE

Tara Swanson

INSPECTOR NAME

ES II

INSPECTOR TITLE

NO SIGNATURE

INSPECTOR SIGNATURE

Kelly Honey

INSPECTOR NAME

ES III

INSPECTOR TITLE

NO SIGNATURE

INSPECTOR SIGNATURE

Stuart Stapleton

REPRESENTATIVE NAME

Regulatory Specialist

REPRESENTATIVE TITLE

NO SIGNATURE

REPRESENTATIVE SIGNATURE

NOTE: By signing this document, the Site Representative only acknowledges receipt of this Inspection Report and is not admitting to the accuracy of any of the items identified by the Department as "Potential Violations" or areas of concern.



Florida DEP  
Florida Hazardous Transportation Approval

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



**HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2012-2015**

**Registrant:** EQ INDUSTRIAL SERVICES INC.  
Attn: BRYAN SCHULTZ  
2701 N. I-94 SERVICE DR.  
YPSILANTI, MI 48198

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: 060712 600 007UW**

**Issued: 06/07/2012**

**Expires: 06/30/2015**

**HM Company ID: 057396**

**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 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.





## Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32359-2400

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

\*\*\*\*\*  
**HAZARDOUS WASTE TRANSPORTER  
CERTIFICATE OF APPROVAL**  
\*\*\*\*\*

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: EQ Industrial Services Inc

FACILITY ID NO: MI0000263871

FACILITY ADDRESS: 2701 N I-94 SERVICE DR  
YPSILANTI, MI 48198

INSURANCE CARRIER: NEW HAMPSHIRE INSURANCE

INSURANCE POLICY#: CA7557770

EFFECTIVE DATE: August 01, 2012

EXPIRATION DATE: August 01, 2013

APPROVED TRANSFER FACILITY: NO

APPROVAL ISSUED BY: *Aprilia Graves* DATE: August 03, 2012  
Aprilia Graves  
Engineering Specialist IV  
Hazardous Waste Regulation Section  
850/245-8755



## Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herbert T. Vinyard Jr.  
Secretary

02/13/2012

Stuart Stapleton  
EQ Florida Inc  
7202 E 8 Ave  
Tampa, FL 33619-

The Florida Department of Environmental Protection has reviewed your application for registration as a transporter or handler for universal waste lamps and devices destined for recycling. Based on the information received, the facility located at **2002 N Orient Rd, Tampa, FL 33619-3356** has been registered through **March 1, 2013** with the following status:

Facility ID # **FLD981932494**  
**Transporter of Universal Waste Lamps and Devices**  
**Small Quantity Handler Facility for Universal Waste Lamps and Devices**  
(Less than 2,000kg of Lamps (8,000) and/or 100kg of Devices for 1 Year)

The registration form for the year **2013** will be sent to the contact person on your application.

Chapter 62-737, Florida Administrative Code (F.A.C.), (copy enclosed) specifies several other requirements including packaging, training and record keeping for transporters and handlers of and reverse distribution programs for universal waste lamps or devices destined for recycling. These requirements are simple, flexible and make good business and environmental sense (summarized on enclosed fact sheets).

This registration does not allow you to transport or handle universal waste lamps or devices which are destined for landfill or other disposal. The transportation or handling of universal waste lamps or devices destined for disposal is subject to our hazardous waste management regulations under Chapter 62-730, F.A.C.

If any of your facility's information on the Universal Waste Lamp and Device Transporter and Handler Registration Form changes, please notify me at Mail Stop 4555 at the address above. I can also be contacted at (850) 245-8759 or at [Laurie.Tenace@dep.state.fl.us](mailto:Laurie.Tenace@dep.state.fl.us).

Sincerely,

Laurie Tenace  
Environmental Specialist  
Hazardous Waste Management Section

Enclosures





# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Received

FEB 03 2012

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

BSHW

## UNIVERSAL WASTE LAMP AND DEVICE TRANSPORTER AND TRANSFER FACILITY INFORMATION CHECKLIST

The Department requires that all universal waste lamp and device transporters and transfer facilities registered under Rule 62-737.400, F.A.C., complete and sign this Information Checklist. This information will be used to evaluate compliance with subparagraph 62-737.400(1)(b), F.A.C. **Your transporter registration will not be issued until you complete and return the checklist.** Handlers that are not engaging in transport activities need not complete this form.

EQ Florida, Inc

(Facility Name)

FLD981932494

(EPA id)

7202 East 8th Avenue

(Street Address)

Tampa

(City)

FL

(State)

33619

(Zip)

813-319-3423

(Phone)

813-626-7451

(Fax)

stuart.stapleton@eqonline.com

(E-mail)

Section 1: For all transporters and transfer facilities (in-state and out-of-state).

Complete all sections and check all boxes that apply.

- Estimated number of LAMPS handled during the last calendar year. 50,000  
Types: Fluorescent ☒ HID ☐
- Estimated number of DEVICES handled during the last calendar year. 3,000  
Types: Thermostats ☒ Electric Switches/Relays ☒  
Thermometers ☒ Manometers ☒ Other ☐
- Estimated weight of DEVICES handled during the last calendar year. 1,000 lb.
- Estimated number of lamps or devices you shipped to each lamp recycling facility. Check the boxes for lamps (L) or devices (D). Give the facility name, location, and contact information.

Number	L	D	Facility Name	City	State	Phone
50,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AERC	Melbourne	FL	800-808-4689
3,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	AERC	Melbourne	FL	800-808-4689
	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>				

Stuart Stapleton

Print Name of Authorized Agent

*Stuart Stapleton*  
Signature of Authorized Agent

01/16/2012

Date



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

N/A

## Section 2: For out-of-state transporters and transfer facilities only

1. Is any environmental agency in your state aware of your activities as a transporter or transfer facility for universal waste lamps and devices in Florida?

Yes ☐

No ☐

2. If you have not already done the following in previous years, please enclose some written verification from that environmental agency that they are aware of your activities as a transporter for universal waste lamps and devices in Florida and in your state. This verification can be in the form of a letter to you or to the Department, a registration, a permit, etc.

Submitted Previously ☐

Submitted in What Year? \_\_\_\_\_

Print Name of Authorized Agent

Signature of Authorized Agent

Date

**Complete, sign and return this checklist along with your registration form to:**

EPA ID Notification Coordinator  
Hazardous Waste Regulation Section MS 4560  
Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**Your transporter registration will not be issued until you complete and return this checklist.**

### QUESTIONS OR COMMENTS?

If you have any questions or comments, please contact Laurie Tenace at (850) 245-8759 or via e-mail at [laurie.tenace@dep.state.fl.us](mailto:laurie.tenace@dep.state.fl.us).

**Thank you for your cooperation in providing this information.**

TransChkl.doc



**8700-12FL - FLORIDA NOTIFICATION OF  
REGULATED WASTE ACTIVITY**DEP Waste Management Division-HWRS, MS4560  
2600 Blair Stone Rd, Tallahassee, FL 32399-2400  
(850) 245-8772Date Received  
(for FIDR-06 Only Use Only)

FEB 03 2007

EPA ID F L D 9 8 1 9 3 2 4 9 4

MTS

**1. Reason for  
Submittal**Mark 'X' in  
correct box:

- ☐ To provide initial notification (to obtain an EPA ID Number for hazardous waste, universal waste, or used oil activities).
- ☒ To provide subsequent notification (to update status and facility identification information).
- ☐ Is this the final notification (see instructions) for the facility?

**2. Facility or  
Business Name**

EQ Florida, Inc.

FEID No.

2 0 0 4 1 4 1 5 7

**3. Facility Operator  
(List additional  
Operators in the  
comments section).**

Name of Operator:

EQ Florida, Inc.

☐ New OperatorDate became Operator: 02 / 02 / 04  
mm dd yy

Street or P.O. Box:

7202 East 8th Avenue

Phone Number:

813-319-3423

City or Town:

Tampa

State:

FL

Zip Code:

33619

Operator Type:

☒ Private☐ Federal☐ Municipal☐ State☐ Other**4. Facility Physical  
Location  
Information**

Physical Street Address:

2002 North Orient Road

City or Town:

Tampa

State:

FL

Zip Code:

33619

County: Hillsborough

If available, please attach a map or sketch of the facility boundaries.

Latitude: 2 7 5 7 4 2 2"N Longitude: 8 1 2 2 2 6 7"W Method:  
d d m m s s . ssss d d m m s s . ssss Datum:**5. Facility North American Industry  
Classification System (NAICS)  
Code(s)**

A.

56211

B.

C.

D.

**6. Facility or  
Business Mailing  
Address**

Street Address or P.O. Box:

7202 East 8th Avenue

City or Town:

Tampa

State:

FL

Zip Code:

33619

**7. Facility or  
Business Contact  
Person**

First Name:

Stuart

Last Name:

Stapleton

Title:

EHS Manager

Phone Number:

813-319-3423

Extension:

E-Mail:

stuart.stapleton@eqonline.com

Street or P.O. Box:

7202 East 8th Avenue

City or Town:

Tampa

State:

FL

Zip Code:

33619

**8. Real Property  
(Land) Owner  
of the Facility's  
Physical Location  
(List additional  
real property owners  
in the comments  
section.)**

Name of Real Property (Land) Owner:

EQ Holdings, Inc.

☐ New OwnerDate became Owner: 02 / 02 / 04  
mm dd yy

Street or P.O. Box:

7202 East 8th Avenue

Phone Number:

813-319-3423

City or Town:

Tampa

State:

FL

Zip Code:

33619

Owner Type:

☒ Private☐ Federal☐ Municipal☐ State☐ Other



**9. Type of Regulated Waste Activity ( Mark 'X' in all that apply):****A. Hazardous Waste Activities:****(1) Generator of Hazardous Waste**

(Choose only one of the following three categories.)

- ☒ a. Large Quantity Generator (LQG):  
Generates in any calendar month 1,000 kilograms or greater per month (kg/mo) (2,200 lbs.) of *non-acute* hazardous waste; or Greater than 1 kg (2.2 lbs) of *acute* hazardous waste
- ☐ b. Small Quantity Generator (SQG):  
Generates in any calendar month greater than 100kg/mo but less than 1,000 kg/mo (>220 to <2,200 lbs.) of *non-acute* hazardous waste and/or 1 kg (2.2 lbs) or less of *acute* hazardous waste
- ☐ c. Conditionally Exempt SQG (CESQG):  
Generates in any calendar month 100 kg/mo or less (220 lbs.) of *non-acute* hazardous waste and 1 kg (2.2 lbs) or less of *acute* hazardous waste

In addition, indicate other generator activities that apply.

- ☐ d. United States Importer of hazardous waste
- ☐ e. Mixed Waste (hazardous and radioactive) Generator

For Items 2 through 7, mark 'X' in all that apply.

**(2) Treater, Storer, or Disposer of Hazardous Waste**

(at your facility) Note: A hazardous waste permit may be required for this activity.

- ☒ a. Operating Commercial TSD
- ☐ b. Operating Non-commercial TSD
- ☐ c. Non-operating: Postclosure or Corrective Action Permit or Consent Order (HSWA, etc.)

**(3) Recycler of Hazardous Waste (at your facility)**Specify: ☐ Commercial; ☐ Non-Commercial.

A permit is required for storage prior to recycling.

**(4) Exempt Boiler and/or Industrial Furnace**

- ☐ a. Small Quantity On-site Burner Exemption
- ☐ b. Smelting, Melting, and Refining Furnace Exemption

**(5) Person Authorized to Manage Conditionally Exempt Waste Generated at Other Facilities - Choose this management activity ONLY if you attach EITHER a copy of your application for such authorization OR the authorization you received from FDEP.****(6) Underground Injection Control - Mark an 'X' even if the UIC well at your facility does not receive hazardous waste.****(7) ☒ Transporter of Hazardous Waste [ Note: A Certificate of Liability Insurance is required along with this registration.]**Registration must be renewed annually. ☐ a. For own waste only ☐ b. For commercial purposes**c. Hazardous Waste Transporter Insurance Information**Insurance Company New Hampshire Insurance Co.Address 70 Pine Street, New York, NY 10270Contact Carolyn Wendorf

Telephone \_\_\_\_\_

Policy Number CA7557770Expiration date 08-01-2012d. Transportation Mode ☐ Air ☐ Rail ☒ Highway ☐ Water ☐ Other - specify \_\_\_\_\_**e. ☒ Hazardous Waste Transfer Facility:**Storage Volume 20,000 gallons and 100 CY☐ Initial notification

The following items are required to be submitted with the initial notification for a transfer facility [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)]:

- ☐ Certification by a responsible corporate officer of the transporter that the proposed location satisfies the criteria of Section 403.7211(2), Florida Statutes (F.S.) [Rule 62-730.171(3)(a)1., F.A.C.]
- ☐ Evidence of the transporter's financial responsibility [Rule 62-730.171(3)(a)3., F.A.C.]
- ☐ A brief general description of the transfer facility operations [Rule 62-730.171(3)(a)4., F.A.C.]
- ☐ A copy of the facility closure plan [Rule 62-730.171(3)(a)5., F.A.C.]
- ☐ A copy of the contingency and emergency plan [Rule 62-730.171(3)(a)6., F.A.C.]
- ☐ A map or maps of the transfer facility [Rule 62-730.171(3)(a)7., F.A.C.]
- ☐ Notification of changes in above items
- ☒ Annual update notification



**B. Universal Waste (UW) Activities** (Mark 'X' in all that apply) ("accumulated" means at any one time):

- ☐ Large Quantity Handler (LQH) = 5,000 kg (11,000 lb) or more of any combination of UW accumulated
- ☒ Small Quantity Handler (SQH) = always less than 5,000 kg accumulated
- ☐ Mercury-containing devices LQH = 100 kg (220 lb) or more accumulated by for-hire handler
- ☒ Mercury-containing devices SQH = less than 100 kg accumulated by for-hire handler
- ☐ Mercury-containing lamps LQH = 2,000 kg (4400 lbs/8,000 lamps) or more accumulated by for-hire handler
- ☒ Mercury-containing lamps SQH = less than 2,000 kg (8,000 lamps) accumulated by for-hire handler
- [Note: 4 lamps = 1 kg, 62-737.200(10)]
- ☐ Pharmaceuticals LQH = 5,000 kg or more of universal pharmaceutical waste (UPW) accumulated
- ☒ Pharmaceuticals LQH = more than 1 kg (2.2 lb) of acutely hazardous ("P-listed") pharmaceutical waste accumulated
- ☐ Pharmaceuticals SQH = always less than 5,000 kg of UPW and always 1 kg or less of acutely hazardous UPW accumulated

(1) For those Managing	Generate/ Accumulate	Transport (see note in instructions)	Handle at Transfer Facility	(2) Enter your estimate of the maximum amount (in pounds) of each type of UW on site or transported at any one time.
a. Batteries	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15,000
b. Pesticides	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30,000
c. Pharmaceuticals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30,000
d. Mercury Containing Devices	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5,000
e. Mercury Containing Lamps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8,000

(3) Mercury Recovery and/or Reclamation Facility ☐  
[Chapter 62-737, F.A.C.]

Note: A hazardous waste permit is required for this activity. [Rule 62-737.800, F.A.C.]

(4) Reverse Distributor of UW ☒ Pharmaceuticals ☒ Lamps ☐ Devices ☐

(5) Destination Facility for UW ☐ Note: for this activity, a facility must treat, dispose or recycle a UW. A permit is required for storage prior to recycling.

**C. Used Oil Activities:**

(1) Used Oil Transporter - indicate type(s) of activity(ies):

- ☒ a. Transporter
- ☒ b. Transfer Facility

(2) ☐ Collection Center

(3) ☐ Used Oil Processor (A permit is required for this activity.)

(4) ☐ Off-Specification Used Oil Burner

(5) ☐ Used Oil Fuel Marketer

(6) Used Oil Filter

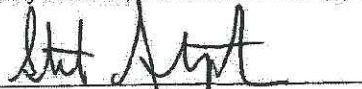
- ☒ a. Transporter
- ☒ b. Transfer Facility
- ☐ c. Processor
- ☐ d. End User

(7) Used Oil Transporters, Transfer Facilities, Collection Centers, Off-Specification Burners and Marketers must pay an annual \$100 registration fee. Used Oil Processors are exempt from this fee. If applicable, enclose a check or money order, in the amount of \$100, payable to Florida Department of Environmental Protection.

☒ A check is enclosed.

**(8) Specific Certification to be signed by all Used Oil Transporters**

I certify as a Used Oil Transporter that the training program and financial responsibility required under Section 62-710.600, F.A.C., are in place, current and being adhered to. If any modifications have been made to the originally approved training program, they are explained in attachments to this registration form. Evidence of financial responsibility is demonstrated by the attached Used Oil Transporter Certificate of Liability Insurance, DEP form 62-710.901(4), F.A.C.



Signature of Authorized Person

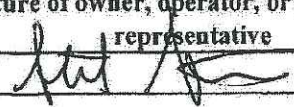
Stuart Stapleton

Print Name of Authorized Person

(9) The records required under the provisions of Rule 62-710.510, F.A.C., are kept at (check one):

- ☒ our mailing (business) address
- ☐ The site (facility) address



<b>EPA ID No.</b>				FLD981932494			
<b>D. Other State Regulated Waste Activities:</b> <input type="checkbox"/> <b>Petroleum Contact Water (PCW) Handler</b> [Chapter 62-740, F.A.C.] Note: A water facility permit may be required for this activity.							
<b>10. Waste Codes for Federally Regulated Hazardous Wastes:</b> List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112). Hazardous waste transporters list codes routinely or usually transported. Use an additional page if more spaces are needed.							
1	D001	2	D002	3	D003	4	D004
5	D005	6	D006	7	D007	8	D008
9	D009	10	D010	11	D011	12	D012
13	D013	14	D014	15	D015	16	D016
17	D017	18	D018	19	D019	20	D020
21	D021	22	D022	23	D023	24	D024
25	D025	26	D026	27	D027	28	D028
<b>11. Other Status Changes (Mark 'X' in all that apply):</b>							
<b>A. Non-Handler of Regulated Waste at This Facility</b> <input type="checkbox"/> (1) Business no longer generates, transports, treats, stores, or disposes of hazardous waste <input type="checkbox"/> (2) Waste generated by business has been delisted. <input type="checkbox"/> (3) Other (explain) _____							
<b>B. Facility Closed</b> <input type="checkbox"/> (1) Closed at this location and moved or moving to another - submit a new Form 8700-12FL for the new location if you will be handling regulated waste there. <input type="checkbox"/> (2) Out of Business - Business closed on _____ (Date). Please provide a contact person, mailing address, and phone number where you can be reached after closing.  Contact _____ Phone _____ Address _____ City, State, Zip _____							
<input type="checkbox"/> <b>C. Property Tax Default</b>				<input type="checkbox"/> <b>D. Petition for Bankruptcy Protection</b>			
<b>12. Certification:</b> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. If I have notified as a transfer facility, I am aware that transfer facilities must comply with the requirements of Rule 62-730.171, FAC, and Rule 62-730.182, FAC.							
<b>Signature of owner, operator, or an authorized representative</b> 				<b>Print Name and Title</b> Stuart Stapleton		<b>Date Signed (mm-dd-yyyy)</b> 01-16-2012	
If the person who filled in this form is not the Facility Contact or Operator, please complete the information below:							
(Name of person completing this form) _____				(Phone Number) _____		(E-mail Address) _____	
<b>13. Comments:</b> SEE ATTACHMENT 1 FOR ADDITIONAL EPA WASTE CODES.							





## Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Hessel T. Virgadell  
Secretary

Stuart Stapleton  
EQ Florida Inc.  
7202 E 8th Ave  
Tampa, FL 33619

May 08, 2012

### BE IT KNOWN THAT

EQ Florida Inc.  
2002 N Orient Rd  
Tampa, FL 33619- 3356

### IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C.)

For regulatory guidance, go to:

[http://www.dep.state.fl.us/waste/categories/used\\_oil/default.htm](http://www.dep.state.fl.us/waste/categories/used_oil/default.htm)

The Department of Environmental Protection hereby issues

Registration Number **FLD981932494** on April 06, 2012

Insurance Carrier: **NEW HAMPSHIRE INSURANCE**

Insurance Policy #: **CA7557770**

Insurance Ex. Date: **08/01/2012**

Transporter Type: **FH**

**This registration will expire on 06/30/2013**

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

**Aprilia Graves**  
**Engineering Specialist IV**  
**Hazardous Waste Regulation Permitting**



8700-12FL - FLORIDA NOTIFICATION OF  
REGULATED WASTE ACTIVITY  
DEP Waste Management Division-HWRS, MS4560 FEB 16  
2600 Blair Stone Rd. Tallahassee, FL 32399-2400  
(850) 245-8772

EPA ID: F L D 9 8 1 9 3 2 4 9 4

1. Reason for  
Submittal

Mark 'X' in  
correct box:

- ☐ To provide initial notification (to obtain an EPA ID Number for hazardous waste, universal waste, or used oil activities).
- ☒ To provide subsequent notification (to update status and facility identification information).
- ☐ Is this the final notification (see instructions) for the facility?

2. Facility or  
Business Name

EQ Florida, Inc.

FEID No.

2 0 0 4 1 4 1 5 7

3. Facility Operator  
(List additional  
Operators in the  
comments section).

Name of Operator:

EQ Florida, Inc.

☐ New Operator

Date became Operator: 02 / 04 / 04  
mm dd yy

Street or P.O. Box:

7202 East 8th Avenue

Phone Number:

813-319-3423

City or Town:

Tampa

State:

FL

Zip Code:

33619

Operator Type:

☒ Private

☐ Federal

☐ Municipal

☐ State

☐ Other

4. Facility Physical  
Location  
Information

Physical Street Address:

2002 North Orient Road

City or Town:

Tampa

State:

FL

Zip Code:

33619

County:

Hillsborough

If available, please attach a map or sketch of the facility boundaries.

Latitude: 27 57 42.2"N Longitude: 81 22 26.7"W Method:  
dd mm ss.ssss dd mm ss.ssss Datum:

5. Facility North American Industry  
Classification System (NAICS)  
Code(s)

A.

56211

B.

C.

D.

6. Facility or  
Business Mailing  
Address

Street Address or P.O. Box:

7202 East 8th Avenue

City or Town:

Tampa

State:

FL

Zip Code:

33619

7. Facility or  
Business Contact  
Person

First Name:

Stuart

Last Name:

Stapleton

Title:

EHS Manager

Phone Number:

813-319-3423

Extension:

E-Mail:

stuart.stapleton@eqonline.com

Street or P.O. Box:

7202 East 8th Avenue

City or Town:

Tampa

State:

FL

Zip Code:

33619

8. Real Property  
(Land) Owner  
of the Facility's  
Physical Location  
(List additional  
real property owners  
in the comments  
section.)

Name of Real Property (Land) Owner:

EQ Holdings, Inc.

☐ New Owner

Date became Owner: 02 / 02 / 04  
mm dd yy

Street or P.O. Box:

7202 East 8th Avenue

Phone Number:

813-319-3423

City or Town:

Tampa

State:

FL

Zip Code:

33619

Owner Type:

☒ Private

☐ Federal

☐ Municipal

☐ State

☐ Other



**9. Type of Regulated Waste Activity ( Mark 'X' in all that apply):****.. Hazardous Waste Activities:****(1) Generator of Hazardous Waste**

(Choose only one of the following three categories.)

- ☒ a. Large Quantity Generator (LQG):  
Generates in any calendar month 1,000 kilograms or greater per month (kg/mo) (2,200 lbs.) of *non-acute* hazardous waste; or Greater than 1 kg (2.2 lbs) of *acute* hazardous waste
- ☐ b. Small Quantity Generator (SQG):  
Generates in any calendar month greater than 100kg/mo but less than 1,000 kg/mo (>220 to <2,200 lbs.) of *non-acute* hazardous waste and/or 1 kg (2.2 lbs) or less of *acute* hazardous waste
- ☐ c. Conditionally Exempt SQG (CESQG):  
Generates in any calendar month 100 kg/mo or less (220 lbs.) of *non-acute* hazardous waste and 1 kg (2.2 lbs) or less of *acute* hazardous waste

In addition, indicate other generator activities that apply.

- ☐ d. United States Importer of hazardous waste
- ☐ e. Mixed Waste (hazardous and radioactive) Generator

For Items 2 through 7, mark 'X' in all that apply.

**(2) Treater, Storer, or Disposer of Hazardous Waste**

(at your facility) Note: A hazardous waste permit may be required for this activity.

- ☒ a. Operating Commercial TSD
- ☐ b. Operating Non-commercial TSD
- ☐ c. Non-operating: Postclosure or Corrective Action Permit or Consent Order (HSWA, etc.)
- ☐ (3) **Recycler of Hazardous Waste (at your facility)**  
Specify: ☐ Commercial; ☐ Non-Commercial.  
A permit is required for storage prior to recycling.
- ☐ (4) **Exempt Boiler and/or Industrial Furnace**
- ☐ a. Small Quantity On-site Burner Exemption
- ☐ b. Smelting, Melting, and Refining Furnace Exemption
- ☐ (5) **Person Authorized to Manage Conditionally Exempt Waste Generated at Other Facilities** - Choose this management activity ONLY if you attach EITHER a copy of your application for such authorization OR the authorization you received from FDEP.
- ☐ (6) **Underground Injection Control** - Mark an 'X' even if the UIC well at your facility does not receive hazardous waste.

**(7) ☒ Transporter of Hazardous Waste [ Note: A Certificate of Liability Insurance is required along with this registration.]**Registration must be renewed annually. ☐ a. For own waste only ☒ b. For commercial purposes**c. Hazardous Waste Transporter Insurance Information**

Insurance Company New Hampshire Insurance Company

Address 300 S. Riverside Plaza, Suite 2100, Chicago, IL 60606

Contact Carolyn Buller Telephone \_\_\_\_\_

Policy Number CA755770 Expiration date 08-01-2010

d. Transportation Mode ☐ Air ☐ Rail ☒ Highway ☐ Water ☐ Other - specify \_\_\_\_\_e. ☒ Hazardous Waste Transfer Facility: Storage Volume 20,000 gallons and 100 ☒☐ Initial notification

The following items are required to be submitted with the initial notification for a transfer facility [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)]:

- ☐ Certification by a responsible corporate officer of the transporter that the proposed location satisfies the criteria of Section 403.7211(2), Florida Statutes (F.S.) [Rule 62-730.171(3)(a)1., F.A.C.]
- ☐ Evidence of the transporter's financial responsibility [Rule 62-730.171(3)(a)3., F.A.C.]
- ☐ A brief general description of the transfer facility operations [Rule 62-730.171(3)(a)4., F.A.C.]
- ☐ A copy of the facility closure plan [Rule 62-730.171(3)(a)5., F.A.C.]
- ☐ A copy of the contingency and emergency plan [Rule 62-730.171(3)(a)6., F.A.C.]
- ☐ A map or maps of the transfer facility [Rule 62-730.171(3)(a)7., F.A.C.]

☐ Notification of changes in above items☒ Annual update notification



**B. Universal Waste (UW) Activities (Mark 'X' in all that apply) ("accumulated" means at any one time):**

- ☐ Large Quantity Handler (LQH) = 5,000 kg (11,000 lb) or more of any combination of UW accumulated
- ☒ Small Quantity Handler (SQH) = always less than 5,000 kg accumulated
- ☐ Mercury-containing devices LQH = 100 kg (220 lb) or more accumulated by for-hire handler
- ☒ Mercury-containing devices SQH = less than 100 kg accumulated by for-hire handler
- ☐ Mercury-containing lamps LQH = 2,000 kg (4400 lbs/8,000 lamps) or more accumulated by for-hire handler
- ☒ Mercury-containing lamps SQH = less than 2,000 kg (8,000 lamps) accumulated by for-hire handler
- [Note: 4 lamps = 1 kg, 62-737.200(10)]
- ☐ Pharmaceuticals LQH = 5,000 kg or more of universal pharmaceutical waste (UPW) accumulated
- ☒ Pharmaceuticals LQH = more than 1 kg (2.2 lb) of acutely hazardous ("P-listed") pharmaceutical waste accumulated
- ☐ Pharmaceuticals SQH = always less than 5,000 kg of UPW and always 1 kg or less of acutely hazardous UPW accumulated

(1) For those Managing	Generate/ Accumulate	Transport (see note in instructions)	Handle at Transfer Facility	(2) Enter your estimate of the maximum amount (in pounds) of each type of UW on site or transported at any one time.
a. Batteries	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Pesticides	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Pharmaceuticals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Mercury Containing Devices	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. Mercury Containing Lamps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

(3) Mercury Recovery and/or Reclamation Facility ☐  
[Chapter 62-737, F.A.C.]

Note: A hazardous waste permit is required for this activity. [Rule 62-737.800, F.A.C.]

(4) Reverse Distributor of UW ☒ Pharmaceuticals ☒ Lamps ☐ Devices ☐

(5) Destination Facility for UW ☐

Note: for this activity, a facility must treat, dispose or recycle a UW. A permit is required for storage prior to recycling.

**C. Used Oil Activities:**

(1) Used Oil Transporter - indicate type(s) of activity(ies):

- ☒ a. Transporter
- ☒ b. Transfer Facility

(2) ☐ Collection Center

(3) ☐ Used Oil Processor (A permit is required for this activity.)

(4) ☐ Off-Specification Used Oil Burner

(5) ☐ Used Oil Fuel Marketer

(6) Used Oil Filter

- ☒ a. Transporter
- ☒ b. Transfer Facility
- ☐ c. Processor
- ☐ d. End User

(8) Specific Certification to be signed by all Used Oil Transporters

I certify as a Used Oil Transporter that the training program and financial responsibility required under Section 62-710.600, F.A.C., are in place, current and being adhered to. If any modifications have been made to the originally approved training program, they are explained in attachments to this registration form. Evidence of financial responsibility is demonstrated by the attached Used Oil Transporter Certificate of Liability Insurance, DEP form 62-710.901(4), F.A.C.



Signature of Authorized Person

Stuart Stapleton

Print Name of Authorized Person

(7) Used Oil Transporters, Transfer Facilities, Collection Centers, Off-Specification Burners and Marketers must pay an annual \$100 registration fee. Used Oil Processors are exempt from this fee. If applicable, enclose a check or money order, in the amount of \$100, payable to Florida Department of Environmental Protection.

☐ A check is enclosed.

(9) The records required under the provisions of Rule 62-710.510, F.A.C., are kept at (check one):

- ☒ our mailing (business) address
- ☐ The site (facility) address



EPA ID No.

FLD981932494

**D. Other State Regulated Waste Activities:**☐ **Petroleum Contact Water (PCW) Handler** [Chapter 62-740, F.A.C.]

Note: A water facility permit may be required for this activity.

**10. Waste Codes for Federally Regulated Hazardous Wastes:** List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112).

Hazardous waste transporters list codes routinely or usually transported. Use an additional page if more spaces are needed.

1	D001	2	D002	3	D003	4	D004	5	D005	6	D006	7	D007
8	D008	9	D009	10	D010	11	D011	12	D012	13	D013	14	D014
15	D015	16	D016	17	D017	18	D018	19	D019	20	D020	21	D021
22	D022	23	D023	24	D024	25	D025	26	D026	27	D027	28	D028

**11. Other Status Changes** (Mark 'X' in all that apply):**A. Non-Handler of Regulated Waste at This Facility**

- ☐ (1) Business no longer generates, transports, treats, stores, or disposes of hazardous waste
- ☐ (2) Waste generated by business has been delisted.
- ☐ (3) Other (explain) \_\_\_\_\_

**B. Facility Closed**

- ☐ (1) Closed at this location and moved or moving to another - submit a new Form 8700-12FL for the new location if you will be handling regulated waste there.
- ☐ (2) Out of Business - Business closed on \_\_\_\_\_ (Date). Please provide a contact person, mailing address, and phone number where you can be reached after closing.

Contact \_\_\_\_\_ Phone \_\_\_\_\_

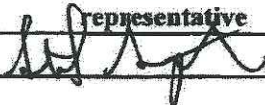
Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

☐ **C. Property Tax Default**☐ **D. Petition for Bankruptcy Protection**

**12. Certification:** I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. If I have notified as a transfer facility, I am aware that transfer facilities must comply with the requirements of Rule 62-730.171, FAC, and Rule 62-730.182, FAC.

Signature of owner, operator, or an authorized representative



Print Name and Title

Stuart Stapleton, EHS Manager

Date Signed  
(mm-dd-yyyy)

2/9/2010

If the person who filled in this form is not the Facility Contact or Operator, please complete the information below:

(Name of person completing this form)

(Phone Number)

(E-mail Address)

**13. Comments:**

SEE ATTACHMENT 1 FOR ADDITIONAL EPA WASTE CODES





# PERMITTED HAZARDOUS WASTE CODES

EQ Florida

## CHARACTERISTIC WASTE

D001	D002	D003	D004	D005	D006	D007	D008	D009	D010	D011	D012	D013	D014	D015	D016	D017	D018
D019	D020	D021	D022	D023	D024	D025	D026	D027	D028	D029	D030	D031	D032	D033	D034	D035	D036
D037	D038	D039	D040	D041	D042	D043											

## HAZARDOUS WASTE FROM NON-SPECIFIC SOURCES

F001	F002	F003	F004	F005	F006	F007	F008	F009	F010	F011	F012	F019	F020	F021	F022	F023	F024
F025	F026	F027	F028	F032	F034	F035	F037	F038	F039								

## HAZARDOUS WASTE FROM SPECIFIC SOURCES

K001	K002	K003	K004	K005	K006	K007	K008	K009	K010	K011	K013	K014	K015	K016	K017	K018	K019
K020	K021	K022	K023	K024	K025	K026	K027	K028	K029	K030	K031	K032	K033	K034	K035	K036	K037
K038	K039	K040	K041	K042	K043	K045	K046	K048	K049	K050	K051	K052	K060	K061	K062	K064	K065
K066	K069	K071	K073	K083	K084	K085	K086	K087	K088	K090	K091	K093	K094	K095	K096	K097	K098
K099	K100	K101	K102	K103	K104	K105	K106	K107	K108	K109	K110	K111	K112	K113	K114	K115	K116
K117	K118	K123	K124	K125	K126	K131	K132	K136	K141	K142	K143	K144	K145	K147	K148	K149	K150
K151	K156	K157	K158	K159	K161												

## DISCARDED COMMERCIAL CHEMICAL PRODUCTS, OFF-SPECIFICATION SPECIES, CONTAINER RESIDUES AND SPILL RESIDUES THEREOF

P001	P002	P003	P004	P005	P006	P007	P008	P009	P010	P011	P012	P013	P014	P015	P016	P017	P018
P019	P020	P021	P022	P023	P024	P026	P027	P028	P029	P030	P031	P033	P034	P036	P037	P038	P039
P040	P041	P042	P043	P044	P045	P046	P047	P048	P049	P050	P051	P054	P056	P057	P058	P059	P060
P062	P063	P064	P065	P066	P067	P068	P069	P070	P071	P072	P073	P074	P075	P076	P077	P078	P081
P082	P084	P085	P087	P088	P092	P093	P094	P095	P096	P097	P098	P099	P101	P102	P103	P104	P105
P106	P107	P108	P109	P110	P111	P112	P113	P114	P115	P116	P118	P119	P120	P121	P122	P123	P127
P128	P185	P188	P189	P190	P191	P192	P194	P196	P197	P198	P199	P201	P202	P203	P204	P205	
U001	U002	U003	U004	U005	U006	U007	U008	U009	U010	U011	U012	U014	U015	U016	U017	U018	U019
U020	U021	U022	U024	U025	U026	U027	U028	U029	U030	U031	U032	U033	U034	U035	U036	U037	U038
U039	U041	U042	U043	U044	U045	U046	U047	U048	U049	U050	U051	U052	U053	U055	U056	U057	U058
U059	U060	U061	U062	U063	U064	U066	U067	U068	U069	U070	U071	U072	U073	U074	U075	U076	U077
U078	U079	U080	U081	U082	U083	U084	U085	U086	U087	U088	U089	U090	U091	U092	U093	U094	U095
U096	U097	U098	U099	U101	U102	U103	U105	U106	U107	U108	U109	U110	U111	U112	U113	U114	U115
U116	U117	U118	U119	U120	U121	U122	U123	U124	U125	U126	U127	U128	U129	U130	U131	U132	U133
U134	U135	U136	U137	U138	U140	U141	U142	U143	U144	U145	U146	U147	U148	U149	U150	U151	U152
U153	U154	U155	U156	U157	U158	U159	U160	U161	U162	U163	U164	U165	U166	U167	U168	U169	U170
U171	U172	U173	U174	U176	U177	U178	U179	U180	U181	U182	U183	U184	U185	U186	U187	U188	U189
U190	U191	U192	U193	U194	U196	U197	U200	U201	U202	U203	U204	U205	U206	U207	U208	U209	U210
U211	U213	U214	U215	U216	U217	U218	U219	U220	U221	U222	U223	U225	U226	U227	U228	U234	U235
U236	U237	U238	U239	U240	U243	U244	U246	U247	U248	U249	U271	U278	U279	U280	U328	U353	U359
U364	U367	U372	U373	U387	U389	U394	U395	U404	U409	U410	U411						





Department of Environmental Protection  
FDEP, MS 4555, 2600 Blair Stone Road Tallahassee, Florida 32399-2400

DEP Form #62-710.901(3)  
Form Title Annual Report by Used Oil  
and Used Oil Filter Handlers  
Effective Date June 9, 2005

## Annual Report by Used Oil and Used Oil Filter Handlers\*

(\*Handlers are any persons subject to the registration requirements of rule 62-710.500 and 62-710.850, F.A.C. [See Section A, Box 5 below])  
for reporting period January 1, 2008 through December 31, 2008

Use the information recorded in your Record Keeping Form [62-710.901(2)] or equivalent to complete this document.

### SECTION A TO BE COMPLETED BY ALL REGISTERED PERSONS

1. Company Name: EQ Florida, Inc. 2. Telephone No. (813) 319-3423  
Site Address: 2002 N. Orient Road  
Tampa, FL 33619 3. EPA ID No. FL0981932494  
o Check box if any of the above items (1-3) have changed since your last registration  
4. Name of person preparing report (please print) Shant Stapleton  
Title EHS Manager Phone number (if different from #2, above) ( )  
5. Type of operation (check as many as apply to your operations)  
Used Oil: ☒ Transporter ☒ Transfer Facility o Collection Center/Aggregation Point o Processor o Marketer  
o Burner (of off-specification used oil)  
Used Oil Filter: ☒ Transporter ☒ Transfer Facility o Processor o End User

### SECTION B USED OIL (TO BE COMPLETED BY ALL REGISTERED USED OIL HANDLERS. USED OIL FILTER HANDLERS SEE SECTION C)

Amount (in gallons) of Used Oil and Oily Wastes collected

- a. In Florida.....  
b. From out of state.....

Automotive	Industrial	Mixed	Total
16,438	7,045		23,438
			0
			0
c. Beginning Inventory.....			0
d. Total (sum of totals from Lines a + b + c).....			23,438

#### 2. Amount (in gallons) of Used Oil and Oily Wastes Managed

- N - Not an end use, transferred to another facility for storage or processing.....  
O - Marketed as an on-specification used oil fuel.....  
F - Marketed as an off-specification used oil fuel.....  
I - Marketed for an industrial process.....  
B - Burned as an off-specification used oil fuel.....  
D - Disposed of  
Landfilled.....  
Treated at a wastewater treatment unit.....  
Incinerated.....

Total amount (in gallons) of used oil managed.....

#### 4. End of year, on hand estimate (Difference between Lines 1D and Line 3).....

In State	Out of State
23,438	
23,438	
0	



**SECTION C USED OIL FILTERS (OPTIONAL)** (USE TABLE BELOW FOR CONVERSIONS)

CHECK COLUMN IF OUT OF STATE ↓

1. Number of filters on hand from previous year.....
2. Number of used oil filters collected.....
3. Total number of used oil filters to manage (1 plus 2).....
4. Disposition of used oil filters collected:
  - a. Transferred to another registered facility.....
  - b. Burned for energy recovery at a Waste-To-Energy facility.....
  - c. Transferred directly to a metal foundry for recycling.....
  - d. TOTAL.....
5. End of year, on hand estimate (Difference between Lines 3 and Line 4d).....
6. Gallons of used oil collected as a result of filter processing.....
7. Gallons of used oil transferred to a used oil handler (transporter or processor).....
8. Volume of oily waste collected and managed as a result of filter processing.....
9. Description of oily waste management.....

0	
150	
150	
150	
150	

**DIRECTIONS FOR SECTION C**

Conversion Table

One 55-gallon drum of <b>crushed</b> used oil filters = approximately <b>400</b> used oil filters
One 55 gallon drum of <b>uncrushed</b> used oil filters = approximately <b>250</b> used oil filters
One ton of drained used oil filters = approximately <b>2,350</b> used oil filters

1. Enter the number of Used Oil Filters on hand, from previous year's inventory.
  2. Enter the number of Used Oil Filters collected.
  3. Enter the sum of Line 1 + Line 2.
  4. Enter the number of filters managed by your facility in blocks 4a-c. Enter the sum of 4a-c in block 4d.
  5. Enter the number of filters on hand at your site as of December 31, last year.
  6. Fill in the number of gallons of used oil collected by your filter operation.
  7. Enter the number of gallons transferred to a used oil transporter or processor.
  8. List the volume (gallons or cubic yards) of the oily wastes collected through your filter handling. Oily wastes are identified in Chapter 62-710.201(1) of the Florida Administrative Code and include bottom sludges, sorbents, wipes etc.
- Describe how oily wastes were managed (sent to a WTE, hazardous waste facility, landfilled after appropriate testing, etc.).

Any questions concerning this form may be referred to the Used Oil Coordinator, MS 4560, Department of Environmental Protection 2600 Blair Stone Road, Tallahassee, FL 32399-2400, Phone (850) 245-8754, email: [sebrina.bolton@dep.state.fl.us](mailto:sebrina.bolton@dep.state.fl.us), OR Phone (850) 245-8755, email: [aprilia.graves@dep.state.fl.us](mailto:aprilia.graves@dep.state.fl.us)





Carlos Alvarez, Mayor

Environmental Resources Management  
Pollution Regulation & Enforcement Division  
701 NW 1st Court • 7th Floor  
Miami, Florida 33136-3912  
T 305-372-6600 F 305-372-6410

miamidade.gov

PERMIT NO: LW-000277-2009/2010 (HW)-HW  
EQ FLORIDA, INC  
2202 N ORIENT RD  
TAMPA, FL 33619-

PERMITTEE:  
Mr. Stuart Stapleton  
EQ FLORIDA, INC.  
7202 E 8 AVE  
TAMPA, FL 33619-

### LIQUID WASTE TRANSPORTERS ANNUAL OPERATING PERMIT

#### DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from May 01, 2009 through March 31, 2010. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business from the above location, and with the equipment bearing the 8 identifying sticker(s) included with this permit.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

#### SPECIFIC CONDITIONS

1. Correctly completed monthly reporting forms and corresponding fees are required to be submitted to DERM on/or before the 10th of the following month.
2. All hazardous waste shall be transported only to an approved transfer station or to an approved hazardous waste disposal site. No storage or disposal of hazardous waste is permitted in Miami-Dade County unless prior approval of this department is received.
3. All hazardous waste shall be transported in D.O.T. approved containers and vehicles.
4. The Uniform Hazardous Waste Manifest Document Number shall be listed on the Liquid Waste Transporter Monthly Reporting Form for each shipment of hazardous waste transported within Miami-Dade County. In the event a manifest is not required by federal regulations, the number of the official bill of lading or invoice shall be substituted. Upon written request of DERM, a copy of the Uniform Hazardous Waste Manifest, bill of lading or invoice shall be submitted within fifteen days of receipt of the request.
5. All spills must be promptly reported to this department by the transporter at (305) 372-6789. Any vehicle containing hazardous waste which is stored in Miami-Dade County overnight without prior approval must be reported to this department by the transporter at (305) 372-6820.

#### GENERAL CONDITIONS

6. The applicant, by acceptance of this document, agrees to operate and maintain the subject operation so as to comply with the requirements of Chapter 24 of the Code of Miami-Dade County.
7. If for any reason, the applicant does not comply with or will be unable to comply with any condition or limitation specified on this document the applicant shall immediately notify and provide the department with the following information: (a) a description of and cause of non-compliance; and (b) the period of non-compliance including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps taken to reduce, eliminate, and prevent recurrence of the non-compliance. The applicant shall be responsible for any and all damages which may result and may be subject to enforcement action by

Miami-Dade County  
Department of Environmental Resources Management

*[Signature]*  
Carlos Espinosa, P.E., Director

the department for penalties or revocation of this document.

8. As provided in Section 24-15 of the Code of Miami-Dade County, the prior written approval of the Department of Environmental Resources Management shall be obtained for any alteration to this facility.
9. The issuance of this document does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. Nor does it relieve the applicant from liability for harm or injury to human health or welfare or property.
10. This document is required to be posted in a conspicuous location at the facility site during the entire period of operation.
11. This document is not transferable. Upon sale or legal transfer of the property or facility covered by this document, the applicant shall notify the department within thirty (30) days. The new owner must apply for a permit within thirty (30) days. The applicant shall be liable for any non-compliance of the source until the transferee applies for and receives a transfer of this document.
12. The applicant, by acceptance of this document, specifically agrees to allow access to the named source at reasonable times by department personnel presenting credentials for the purposes of inspection and testing to determine compliance with this document and department rules.
13. This document does not indicate a waiver of or approval of any other department permit that may be required for other aspects of this facility.
14. This document does not constitute an approval by DERM or certification that the applicant is in compliance with applicable laws, ordinances, rules or regulations. The applicant acknowledges that separate enforcement actions may be initiated by DERM and that this document does not constitute compliance with orders issued in conjunction with enforcement actions for correction of violations.
15. Failure to comply with any condition of this document, or the requirements of Chapter 24, Code of Miami-Dade County may subject the applicant to the penalty provisions of said Chapter including civil penalties up to \$25,000 per day per offense and/or criminal penalties of \$500 per day or not less than \$1000 per day for violations of Section 24-42.4, Sanitary Sewer Discharge Limitations and Pretreatment Standards and/or sixty (60) days in jail.



62-730.170 Standards Applicable to Transporters of Hazardous Waste.

- (1) The Department adopts by reference 40 CFR Part 263 revised as of July 1, 1993.
- (2) In addition to the requirement of paragraph (1) of this Section, no person shall transport a hazardous waste within the state for which either a manifest is required under 40 CFR Part 263 or a recitation agreement is entered between a generator and recycler pursuant to Part 263.20 unless compliance with the following special requirements has been demonstrated:
  - (a) The transporter shall have and maintain financial responsibility for sudden accidental occurrences in a minimum amount of \$1,000,000 per occurrence for combined coverage of injury to persons and for damage to property and the environment from the spillage of hazardous waste while such wastes are being transported including the costs of cleaning up the spill. Such financial responsibility shall be issued by an agent or company authorized or licensed to transact business in the State of Florida. Such financial responsibility shall be maintained at all times, be exclusive of legal defense costs, and be established by any one or a combination of the following:
    1. Evidence of casualty/ liability insurance on an occurrence basis with or without a deductible, with the deductible the insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insured. Each insurance policy must be evidenced by a certificate of liability insurance or amended by attachment of an endorsement.
    2. Surety bonds.
    3. Evidence of coverage shall include submittal of an originally signed copy of one or more of the following forms adopted in Rule 62-730.900(5), F.A.C.:
      1. Hazardous Waste Transporter Certificate of Liability Insurance.
      2. Hazardous Waste Transporter Liability Endorsement.
      3. Hazardous Waste Transporter Liability Surety Bond.
    - (c) The insurance policy, including all endorsements, or the liability surety bond must be maintained at the carrier's principal place of business.
    - (d) Whenever requested by the Secretary (or designee) of the Florida Department of Environmental Protection, the insurer agrees to furnish to the department a signed duplicate original of the policy and all endorsements.
    - (e) The transporter shall annually submit to the Department two originally signed Transporter Status Forms (DHP Form 62-730.900(5)(d)). The Department shall complete the approval part of the form and return one of the originally signed forms to the transporter after verifying that the transporter is complying with the financial responsibility requirements of this section. A copy of this form complete with the Department approval shall be carried in each vehicle transporting hazardous waste for the transporter. This approval is non-transferable and non-assignable.
  - (f) This subsection does not apply to any person who transports hazardous waste only on the site of a hazardous waste generator or a permitted hazardous waste treatment, storage, or disposal facility.

(4) States and the Federal government are exempt from the requirements of this subsection.

(5) Evidence of financial responsibility, updated for the current year, shall be verified annually by the submission of the appropriate DEP Form 62-730.900(5)(a) through (e) or by the submission of a certificate of insurance. A certificate of insurance shall include a certification by the insurer that the original insurance policy and all endorsements are still in full force and effect as evidenced on the original forms submitted to the Department.

Specific Authority: 403.704, 403.721, 403.724, 403.805, F.S.  
Law Implemented: 403.704, 403.721, 403.724, F.S.  
History: New 11-8-87; Amended 5-31-84, 9-11-84, Formerly 17-30.170; Amended 9-19-85, 3-31-87, 5-26-87, 6-28-88; Formerly 17-30.170; Amended 1-23-89, 8-11-90, 9-10-91, 10-14-92, 10-7-93; Formerly 17-730.170; Amended 1-5-95.

62-730.171 Transfer facilities.

(1) 40 CFR 265.12 as adopted by reference in Rule 62-730.170, F.A.C. provides that transporters who store unmanifested hazardous waste in proper containers at a transfer facility for ten (10) days or less are exempt from regulation as a hazardous waste facility. If the waste is stored for more than ten (10) days, the facility is subject to the permitting requirements for a hazardous waste storage facility.

(2) A transfer facility used for storage of hazardous waste for more than 24 hours but ten (10) days or less shall comply with the following requirements as adopted by reference in 62-730.180, F.A.C.:

(a) The owner or operator of the transfer facility shall comply with the requirements of 40 CFR 265 subpart A (general facility standards), C (preparedness and prevention), D (contingency and emergency plan), and I (management of containers) with the exception of 265.13. The aisle space requirements described in 40 CFR 265.15 and the removal requirements for incompatible wastes described in 40 CFR 265.17(c) shall not apply at transfer facilities to containers stored in trucks loaded in accordance with DOT regulations referenced above shall apply to transfer facilities. The owner or operator of the transfer facility shall submit the contingency and emergency plan to the Department with their first Transfer Facility Notification form (DWP Form 62-730.900(6)).

(b) The owner or operator of the transfer facility shall have a written closure plan to show that the facility will be closed in a manner which satisfies the requirements of the closure, performance, notification, and decontamination standards of 40 CFR 265.111, 265.112, 265.114, and 265.115. The owner or operator of the transfer facility shall submit the closure plan to the Department with their first Transfer Facility Notification form (DWP Form 62-730.900(6)). Within 60 days of completion of closure, the owner or operator of the transfer facility shall submit to the Department a certification that the facility has been closed in accordance with the specifications in the closure plan. The certification shall be signed by both the owner or operator of the transfer facility and an independent registered professional engineer.

(c) Records required in this section shall be maintained in permanent form and shall be available for inspection by the Department. The records shall be kept at the facility unless the Department gives written approval to do otherwise.

(d) Hazardous waste stored in containers or vehicles at transfer facility shall be stored on a manmade surface which is capable of preventing spills or releases to the ground.

(e) The owner or operator of a transfer facility shall maintain a written record of when all hazardous waste enters and leaves the facility. This record shall include the generator's name, the generator's EPA/DEP identification number, and the manifest number. For conditionally exempt small quantity generators without an EPA/DEP identification number, the record shall include the name and address of the generator. This recordkeeping requirement applies to all hazardous wastes including hazardous waste generated by conditionally exempt small

quantity generators.

(3) The owner or operator of a transfer facility which stores manifested shipments of hazardous waste for more than 24 hours but ten (10) days or less shall notify the Department on Form 62-730.900(6). The owner or operator of a new facility shall submit a notification form at least 30 days before the storage of hazardous waste is to begin. The transfer facility shall annually update the information on the Transfer Facility Notification form (DWP Form 62-730.900(6)) and send it to the Department with the transporter's evidence of financial responsibility as required under Rule 62-730.170(3), F.A.C.

(4) The owner or operator of a transfer facility shall obtain an EPA/DEP identification number for each transfer facility located in the State. Any owner or operator who has not obtained an EPA/DEP identification number for each transfer facility location may obtain one by applying to the Department using EPA Form 8700-12, Specific Authority: 401.704, 401.721, F.S. History: New 3-2-86; Amended 6-28-88; Formerly 17-30.171; Amended 4-11-90; Amended 9-10-91; 10-14-92; Formerly 17-730.171; Amended 1-5-95.



## Appendix 4.

### Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
12/29/2012

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

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

<b>PRODUCER</b> Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C NO., EXT):</b> 877-945-7378 <b>FAX (A/C NO.):</b> 888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> EQ Florida, Inc. 7202 East 8th Ave. Tampa, FL 33619	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC#</b>
	INSURER A: Chartis Specialty Lines Insurance	26883-001
	INSURER B: New Hampshire Insurance Company	23841-002
	INSURER C: Chartis Specialty Lines Insurance	26883-002
	INSURER D: New Hampshire Insurance Company	23841-004
	INSURER E: Commerce and Industry Insurance Company	19410-006
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 19175797

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PROP57666391	8/1/2012	8/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> XCU Included						
	<input checked="" type="checkbox"/> \$100,000 Deductible						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			CA1955437	8/1/2012	8/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			CA7557770	8/1/2012	8/1/2013	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALLOWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			PROU57666618	8/1/2012	8/1/2013	EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 25,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC006506638	1/1/2013	8/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Legal Liability			PLS2673560	8/1/2012	8/1/2015	\$35,000,000 Each Incident \$35,000,000 Aggregate

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

**CERTIFICATE HOLDER****CANCELLATION**

For Information Purposes Only

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

Call: 3960252 Tpl: 1579779 Cert: 19175797 ©1988-2010 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: 142350

LOC#: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis of Michigan, Inc.		NAMED INSURED EQ Florida, Inc. 7202 East 8th Ave. Tampa, FL 33619	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Excess Pollution Legal Liability  
Policy No: EXCG24881209002  
Policy Period: 08/01/2012 - 08/01/2015  
Carrier: ACE American Insurance Company  
Limits:  
\$15,000,000 Each Claim  
\$15,000,000 Each Aggregate

Contractors Equipment  
Policy No: MXI93021643  
Policy Period: 08/01/2012 - 08/01/2013  
Carrier: AGCS Marine Insurance Company  
Limits:  
"All Risk" subject to policy conditions  
\$14,174,377 Scheduled Limit  
\$500,000 Leased/Rented Equipment

# Appendix 5.

## Closure Financial Assurance



Comerica Bank

BLT

FAX NO: (313) 222-9324  
SWIFT: MNBDUS33

COMERICA BANK  
411 WEST LAFAYETTE (MC 3341)  
DETROIT, MI 48226

AMENDMENT TO LETTER OF CREDIT

CREDIT NUMBER OF  
ISSUING BANK: 588011-04

DECEMBER 13, 2011

APPLICANT:

EQ FLORIDA, INC.  
7202 EAST 8TH AVE.  
TAMPA, FLORIDA 33619

BENEFICIARY:  
FINANCIAL OFFICER,  
FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION, TWIN TOWERS OFFICE BLDG  
2600 BLAIR STONE ROAD MS 4565  
TALLAHASSEE, FL 32399-2400

AMENDMENT NUMBER: 08

THIS AMENDMENT IS TO BE CONSIDERED  
AS PART OF THE ABOVE CREDIT AND MUST  
BE ATTACHED THERETO.

GENTLEMEN:

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM OUR PRINCIPALS, THE ABOVE  
CAPTIONED CREDIT HAS BEEN AMENDED AS FOLLOWS:

THE AMOUNT OF THIS CREDIT HAS INCREASED BY 2,699.00 USD.

THE AMOUNT OF THIS CREDIT ISSUED NOW TOTALS USD 272,558.00.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

VERY TRULY YOURS,

AUTHORIZED SIGNATURE



Comerica Bank

BLT

FAX NO: (313) 222-9324  
SWIFT: MNBDUS33

COMERICA BANK  
411 WEST LAFAYETTE (MC 3341)  
DETROIT, MI 48226

AMENDMENT TO LETTER OF CREDIT  
JANUARY 12, 2012

CREDIT NUMBER OF  
ISSUING BANK: 588072 -04

APPLICANT:

EQ FLORIDA, INC.  
7202 EAST 8TH AVE  
TAMPA, FLORIDA 33619

BENEFICIARY:  
DIRECTOR, DIVISION OF WASTE  
MANAGEMENT, FLORIDA DEPT. OF  
ENVIRONMENTAL PROTECTION, TWIN  
TOWERS OFFICE BLDG. 2600 BLAIR STONE RD.  
TALLAHASSEE FL 32399-2400

AMENDMENT NUMBER: 10

THIS AMENDMENT IS TO BE CONSIDERED  
AS PART OF THE ABOVE CREDIT AND MUST  
BE ATTACHED THERETO.

GENTLEMEN:

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM OUR PRINCIPALS, THE ABOVE  
CAPTIONED CREDIT HAS BEEN AMENDED AS FOLLOWS:

THE AMOUNT OF THIS CREDIT HAS INCREASED BY 945.00 USD.

THE AMOUNT OF THIS CREDIT ISSUED NOW TOTALS USD 95,368.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

VERY TRULY YOURS,



AUTHORIZED SIGNATURE



## Appendix 6.

### Acceptable Waste Codes

PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

I.D. NUMBER: FLD 981 932 494  
PERMIT/CERTIFICATION NUMBER: 34875-HO-010  
EXPIRATION DATE: January 22, 2016

**ATTACHMENT C**  
**WASTE CODES PERMITTED FOR STORAGE**

CHARACTERISTIC WASTE													
D001	D002	D003	D004	D005	D006	D007	D008	D009	D010	D011	D012	D013	D014
D015	D016	D017	D018	D019	D020	D021	D022	D023	D024	D025	D026	D027	D028
D029	D030	D031	D032	D033	D034	D035	D036	D037	D038	D039	D040	D041	D042
D043													
HAZARDOUS WASTE FROM NON-SPECIFIC SOURCES													
F001	F002	F003	F004	F005	F006	F007	F008	F009	F010	F011	F012	F019	F020
F021	F022	F023	F024	F025	F026	F027	F028	F032	F034	F035	F037	F038	F039
HAZARDOUS WASTE FROM SPECIFIC SOURCES													
K001	K002	K003	K004	K005	K006	K007	K008	K009	K010	K011	K013	K014	K015
K016	K017	K018	K019	K020	K021	K022	K023	K024	K025	K026	K027	K028	K029
K030	K031	K032	K033	K034	K035	K036	K037	K038	K039	K040	K041	K042	K043
K045	K046	K048	K049	K050	K051	K052	K060	K061	K062	K064	K065	K066	K069
K071	K073	K083	K084	K085	K086	K087	K088	K090	K091	K093	K094	K095	K096
K097	K098	K099	K100	K101	K102	K103	K104	K105	K106	K107	K108	K109	K110
K111	K112	K113	K114	K115	K116	K117	K118	K123	K124	K125	K126	K131	K132
K136	K141	K142	K143	K144	K145	K147	K148	K149	K150	K151	K156	K157	K158
K159	K161												



PERMITTEE:  
EQ Florida, Inc  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619

I.D. NUMBER: FLD 981 932 494  
PERMIT/CERTIFICATION NUMBER: 34875-HO-010  
EXPIRATION DATE: January 22, 2016

**ATTACHMENT C**  
**WASTE CODES PERMITTED FOR STORAGE (cont.)**

DISCARDED COMMERCIAL CHEMICAL PRODUCTS, OFF-SPECIFICATION SPECIES, CONTAINER RESIDUES AND SPILL RESIDUES THEREOF													
P001	P002	P003	P004	P005	P006	P007	P008	P009	P010	P011	P012	P013	P014
P015	P016	P017	P018	P019	P020	P021	P022	P023	P024	P026	P027	P028	P029
P030	P031	P033	P034	P036	P037	P038	P039	P040	P041	P042	P043	P044	P045
P046	P047	P048	P049	P050	P051	P054	P056	P057	P058	P059	P060	P062	P063
P064	P065	P066	P067	P068	P069	P070	P071	P072	P073	P074	P075	P076	P077
P078	P081	P082	P084	P085	P087	P088	P092	P093	P094	P095	P096	P097	P098
P099	P101	P102	P103	P104	P105	P106	P107	P108	P109	P110	P111	P112	P113
P114	P115	P116	P118	P119	P120	P121	P122	P123	P127	P128	P185	P188	P189
P190	P191	P192	P194	P196	P197	P198	P199	P201	P202	P203	P204	P205	
U001	U002	U003	U004	U005	U006	U007	U008	U009	U010	U011	U012	U014	U015
U016	U017	U018	U019	U020	U021	U022	U024	U025	U026	U027	U028	U029	U030
U031	U032	U033	U034	U035	U036	U037	U038	U039	U041	U042	U043	U044	U045
U046	U047	U048	U049	U050	U051	U052	U053	U055	U056	U057	U058	U059	U060
U061	U062	U063	U064	U066	U067	U068	U069	U070	U071	U072	U073	U074	U075
U076	U077	U078	U079	U080	U081	U082	U083	U084	U085	U086	U087	U088	U089
U090	U091	U092	U093	U094	U095	U096	U097	U098	U099	U101	U102	U103	U105
U106	U107	U108	U109	U110	U111	U112	U113	U114	U115	U116	U117	U118	U119
U120	U121	U122	U123	U124	U125	U126	U127	U128	U129	U130	U131	U132	U133
U134	U135	U136	U137	U138	U140	U141	U142	U143	U144	U145	U146	U147	U148
U149	U150	U151	U152	U153	U154	U155	U156	U157	U158	U159	U160	U161	U162
U163	U164	U165	U166	U167	U168	U169	U170	U171	U172	U173	U174	U176	U177
U178	U179	U180	U181	U182	U183	U184	U185	U186	U187	U188	U189	U190	U191
U192	U193	U194	U196	U197	U200	U201	U202	U203	U204	U205	U206	U207	U208
U209	U210	U211	U213	U214	U215	U216	U217	U218	U219	U220	U221	U222	U223
U225	U226	U227	U228	U234	U235	U236	U237	U238	U239	U240	U243	U244	U246
U247	U248	U249	U271	U278	U279	U280	U328	U353	U359	U364	U367	U372	U373
U387	U389	U394	U395	U404	U409	U410	U411						

# Appendix 7.

Forms





Profile Tracking # \_\_\_\_\_

**WASTE CHARACTERIZATION REPORT**

For assistance in completing this document or for additional information on EQ's service offerings, please visit our website at [www.eqonline.com](http://www.eqonline.com), or call 800-592-5489.

**EQ – The Environmental Quality Company will choose the appropriate facility and method of waste management for your waste from the technologies offered at each EQ operation.**

**If you wish to direct this waste to a specific EQ facility(s) or treatment technology please indicate here:**

**Waste Common Name:** \_\_\_\_\_

**Section 1 – Generator & Customer Information**

**Generator EPA ID #** \_\_\_\_\_

**Generator** \_\_\_\_\_

**Facility Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**24-hour Emergency Response Number** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Generator Contact** \_\_\_\_\_

**Title** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**E-mail** \_\_\_\_\_

*Internal Use Only: EQ Division* \_\_\_\_\_

**EQ Customer No.** \_\_\_\_\_

**Invoicing Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Country** \_\_\_\_\_

**Invoicing Contact** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Technical Contact** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Cell Phone** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Section 2 – Shipping & Packaging Information**

**2.1) Shipping Volume & Frequency:**

a) Volume of Waste to be Shipped: ☐ \_\_\_\_\_ Tons ☐ \_\_\_\_\_ Yard ☐ \_\_\_\_\_ Gallon ☐ \_\_\_\_\_ Pallet

☐ \_\_\_\_\_ Cubic Yard Box/Bag ☐ \_\_\_\_\_ DM55 ☐ \_\_\_\_\_ DM30 ☐ \_\_\_\_\_ DM15

☐ \_\_\_\_\_ DM10 ☐ \_\_\_\_\_ DM05 ☐ Tote, Size: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

b) Frequency: ☐ One time ☐ Week ☐ Month ☐ Year ☐ Other: \_\_\_\_\_

**2.2) DOT Information**

a) Is this a U.S. Department of Transportation (USDOT) Hazardous Material? ☐ Yes ☐ No

b) If "Yes", indicate the proper shipping name per 49CFR 172.101 Hazardous Materials Table:

\_\_\_\_\_  
\_\_\_\_\_

**Section 3 – Special Properties**

**3.1) Color** \_\_\_\_\_

**3.2) Odor** ☐ Ammonia ☐ Amines ☐ Mercaptans ☐ Sulfur ☐ Organic Acid

☐ Other: \_\_\_\_\_

**3.3) Consistency at 70°F:** ☐ Solid ☐ Dust/Powder ☐ Debris ☐ Sludge ☐ Liquid ☐ Gas/Aerosol

3.4) What is the pH? ☐ ≤2 ☐ 2.1-4.9 ☐ 5-10 ☐ 10.1-12.4 ☐ ≥12.5 ☐ N/A

3.5) What is the flash point? ☐ <90°F ☐ 90-139°F ☐ 140-199°F ☐ >200°F ☐ N/A

3.6) Does this waste exhibit any of the following properties? (check all that apply)

- |  |   |   |   |                                      |
|--|---|---|---|--------------------------------------|
| <input type="checkbox"/> None                                    | <input type="checkbox"/> Free Liquids       | <input type="checkbox"/> Metal Fines      | <input type="checkbox"/> Water Reactive   | <input type="checkbox"/> Biohazard   |
| <input type="checkbox"/> Shock Sensitive                         | <input type="checkbox"/> Oily Residue       | <input type="checkbox"/> Dioxins          | <input type="checkbox"/> Furans           | <input type="checkbox"/> Aluminum    |
| <input type="checkbox"/> Asbestos – non-friable                  | <input type="checkbox"/> Asbestos – friable | <input type="checkbox"/> Radioactive      | <input type="checkbox"/> Air Reactive     | <input type="checkbox"/> Isocyanates |
| <input type="checkbox"/> Biodegradable Sorbents                  | <input type="checkbox"/> Pyrophoric         | <input type="checkbox"/> Reactive Sulfide | <input type="checkbox"/> Reactive Cyanide | <input type="checkbox"/> Explosives  |
| <input type="checkbox"/> Temperature Controlled Organic Peroxide | <input type="checkbox"/> NORM / TENORM      |   |   |                                      |

### Section 4 – Composition and Generating Process

4.1) Provide a physical and chemical composition of the waste (e.g. soil, water, PPE, debris, etc.). List the percent ranges of the material, either estimated or known.

\_\_\_\_\_ to \_\_\_\_\_ %      \_\_\_\_\_ to \_\_\_\_\_ %  
\_\_\_\_\_ to \_\_\_\_\_ %      \_\_\_\_\_ to \_\_\_\_\_ %  
\_\_\_\_\_ to \_\_\_\_\_ %      \_\_\_\_\_ to \_\_\_\_\_ %

4.2) Provide a description of the generating process. Remediation & IDW Sites: please provide a site history.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.3) Are there any known previous handling or treatment issues involving this waste? ☐ Yes\* ☐ No

\*If yes, describe: \_\_\_\_\_

### Section 5 – Hazardous Wastes

As determined by 40 CFR, Part 261 and State Rules:

Please list applicable waste code(s):

5.1) Is this waste exempted from RCRA? ☐ Yes, please provide exemption: \_\_\_\_\_ ☐ No

5.2) Is this an EPA RCRA listed hazardous waste (F, K, P or U)? ☐ Yes: \_\_\_\_\_ ☐ No

a) For F006-F009, F012, does this come from a generator that conducts a cyanide plating process? ☐ Yes ☐ No

5.3) Is this an EPA RCRA characteristic hazardous waste (D001-D043)? ☐ Yes: \_\_\_\_\_ ☐ No

a) If this is a D001, is it:

☐ Flammable ☐ Oxidizer

5.4) Do any State Specific Hazardous Waste Codes apply? ☐ Yes: \_\_\_\_\_ ☐ No

If you answered 'no' to 5.2, 5.3 and 5.4, please proceed to Section 6.

5.5) EPA Source Code: \_\_\_\_\_ EPA Form Code: \_\_\_\_\_

5.6) Waste Code Determination Is Based On: ☐ Generator Knowledge ☐ Analysis ☐ MSDS  
Analysis and/or MSDS may be required for review and approval for hazardous and non-hazardous waste streams.

5.7) Does this waste exceed Land Disposal Restriction levels? ☐ Yes ☐ No

a) Is this stream a wastewater (WW) or non-wastewater (NWW)?

☐ WW ☐ NWW

b) If this waste stream is greater than 10% soil, does it meet the alternative soil treatment standards of 40 CFR 268.49?

☐ Yes ☐ No

c) Does this waste contain greater than 0.1% debris, by volume (Debris is greater than 2.5 inches in size)?

☐ Yes ☐ No

d) If the debris is larger than 3 ft x 3 ft x 3 ft, please provide the approximate dimensions and weight:

5.8) If this is a characteristic hazardous waste, does it contain Underlying Hazardous Constituents? ☐ Yes\* ☐ No

\*If Yes, please list: \_\_\_\_\_

For a complete list of UHC constituents, please refer to 40 CFR 268.48



## Section 6 – Non-Hazardous Wastes

Please list applicable waste code(s): \_\_\_\_\_

- 6.1) Do any State Specific Non-Hazardous Waste Codes apply? ☐ Yes ☐ No
- 6.2) Is this a Universal (UNIV) waste or a Recyclable Good (RG)? ☐ UNIV ☐ RG ☐ N/A
- 6.3) Is this waste used oil as defined by 40 CFR Part 279? ☐ Yes ☐ No
- a) If yes, is the total halogen content of the used oil waste stream greater than 1,000 ppm? ☐ Yes ☐ No
- b) If yes, what is the source of the halogen content?
- ☐ This is a metalworking oil/fluid containing chlorinated paraffins.
  - ☐ This is used oil contaminated with chlorofluorocarbons from refrigeration units.
  - ☐ This oil contains halogenated solvents. List specific solvents: \_\_\_\_\_
  - ☐ Other, describe: \_\_\_\_\_

## Section 7 – TSCA Information

- 7.1) What is the concentration of PCBs in the waste? ☐ None ☐ 0-49 ppm ☐ 50-499 ppm ☐ 500+ ppm
- 7.2) Does the waste contain PCB contamination from a source with a concentration  $\geq 50$  ppm? ☐ Yes ☐ No
- If you answered "none" to 7.1 and "no" to 7.2, please proceed to Section 8.**
- 7.3) Has this waste been processed into a non-liquid form? ☐ Yes\* ☐ No
- \*If yes, what was the concentration of PCBs prior to processing? ☐ 0-499 ppm ☐ 500+ ppm
- 7.4) Is this non-liquid PCB waste in the form of soil, rags, debris, or other contaminated media? ☐ Yes ☐ No
- 7.5) Are you a PCB capacitor manufacturer or a PCB equipment manufacturer? ☐ Yes ☐ No
- 7.6) Has the PCB Article (e.g., transformer, hydraulic machine, PCB-contaminated electrical equipment) been drained/flushed of all PCBs and decontaminated in accordance with 40 CFR 761.60(b)? ☐ N/A ☐ Yes ☐ No

## Section 8 – Clean Air Act Information

- 8.1) Is this waste subject to regulation under 40 CFR, Part 264, Subpart CC (VOC > 500 ppmw)? ☐ Yes ☐ No
- 8.2) Is this waste subject to regulation under 40 CFR, Part 63, Subpart DD (VOHAP > 500 ppmw)? ☐ Yes ☐ No
- 8.3) Is the site, or waste, subject to any other NESHAP/MACT standard(s)? ☐ Yes\* ☐ No

\*If Yes this document serves as notification that this waste contains chemicals required to be managed in accordance with Part 61 ☐ 61 ☐ 62 ☐ 63 Subpart \_\_\_\_\_ of NESHAP/MACT standards.

- 8.4) Does this waste stream contain Benzene? ☐ Yes ☐ No
- If you answered "no" to 8.4, please proceed to Section 9.**

- 8.5) Does the waste stream come from a facility subject to 40 CFR 61, Subpart FF (Benzene NESHAP)? ☐ Yes, please provide the SIC/NAICS code: \_\_\_\_\_ ☐ No
- 8.6) Does your facility manage the waste subject to Benzene NESHAP in a manner other than shipping off-site? ☐ Yes, please specify: \_\_\_\_\_ ☐ No

- 8.7) Is the generating source of this waste a facility with Total Annual Benzene (TAB)  $\geq 10$  Mg/year? ☐ Yes ☐ No
- If you answered "no" to questions 8.5, 8.6 and 8.7, please proceed to Section 9.**

- 8.8) Does the waste contain >10% water? ☐ Yes ☐ No
- 8.9) What is the TAB quantity for your facility? \_\_\_\_\_ Mg/Year
- 8.10) What is the total Benzene concentration in your waste? \_\_\_\_\_ Percent or \_\_\_\_\_ ppmw.

**Supporting analysis must be attached. Do not use GC/MS analytical results. Acceptable laboratory methods include 8020, 8240, 8260, 602 and 621.**

## Section 9 – Certification

I certify that all information (including attachments) is complete and factual and is an accurate representation of the known and suspected hazards, pertaining to the waste described herein. I authorize EQ's personnel to add supplemental information to the waste approval file, provided I am contacted and give verbal permission. I authorize EQ's personnel to obtain a sample from any waste shipment for purposes of verification and confirmation. I agree that, if EQ approves the waste described herein, all such wastes that are transported, delivered, or tendered to EQ by Generator or on Generator's behalf shall be subject to, and Generator shall be bound by, the attached Standard Terms and Conditions.

Generator Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Company \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

The generator's signature **MUST** appear on the EQ Waste Characterization Report. If the generator has authorized a third party to certify this document, a written notice must accompany this submittal.



## STANDARD TERMS AND CONDITIONS

The Agreement between the Customer and EQ – The Environmental Quality Company and/or its member companies (hereinafter "EQ") related to or associated with Delivered Waste, as herein defined, shall be governed by the following Standard Terms and Conditions in addition to the terms and conditions contained in any Waste Characterization Report, Customer Approval Quote Confirmation, Generator Approval Notification, Notice of Waste Approval Expiration, and/or Credit Agreement associated with such Delivered Waste.

The Customer may use its standard forms (such as purchase orders, acknowledgments of orders, and invoices) to administer its dealings under this Agreement for convenience purposes, but all provisions thereof in conflict with these terms and conditions shall be deemed stricken.

### Definitions

The following definitions shall apply for purposes of this Agreement:

**"Acceptable Waste"** shall mean any hazardous waste, as defined under applicable State or federal law, determined by EQ as acceptable for treatment and/or disposal in accordance with this Agreement.

**"Delivered Wastes"** shall mean all wastes (i) which are transported, delivered, or tendered to EQ by the Customer; (ii) which the Customer has arranged for the transport, delivery or tender to EQ; or (iii) which are transported, delivered, or tendered to EQ under a Credit Agreement between the Customer and EQ.

**"Non-Conforming Wastes"** shall mean wastes that (a) are not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Characterization Report and this Agreement; (b) have constituents or components of a type or concentration not specifically identified in the Waste Characterization Report (i) which increase the nature or extent of the hazard and risk undertaken by EQ in treating and/or disposing of the waste, or (ii) for whose treatment and/or disposal a Waste Management Facility is not designed or permitted, or (iii) which increase the cost of treatment and/or disposal of waste beyond that specified in EQ's price quote; or (c) are not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation and United States Environmental Protection Agency regulations.

### Control of Operations

EQ shall have sole control over all aspects of the operation of any treatment and/or disposal facility of EQ receiving Delivered Wastes under this Agreement (hereinafter, "Waste Management Facility"), including, without limitation, maintaining EQ's desired volume of Acceptable Wastes being delivered to any Waste Management Facility by the Customer or any other person or entity.

### Identification of Waste

For each waste material to be transported, delivered, or tendered to EQ under this Agreement, the Customer shall provide, or cause to be provided, to EQ a representative sample of the waste material and a completed Waste Characterization Report containing a physical and chemical description or analysis of such waste material, which description shall conform with any and all guidelines for waste acceptance provided by EQ. On the basis of EQ's analysis of such representative sample of the waste material and such Waste Characterization Report, EQ will determine whether such wastes are Acceptable Wastes. EQ does not make any guarantee that it will handle any waste material or any particular quantity or type of waste material, and EQ reserves the right to the decline to transport, treat and/or dispose of waste material. The Customer shall promptly furnish to EQ any information regarding known, suspected or planned changes in the composition of the waste material. Further, the Customer shall promptly inform EQ of any change in the characteristic or condition of the waste material which becomes known to the Customer subsequent to the date of the Waste Characterization Report.

### Non-Conforming Wastes

In the event that EQ at any time discovers that any Delivered Waste is Non-Conforming Waste, EQ may reject or revoke its acceptance of the Non-Conforming Waste. The Customer shall have seven (7) days to direct an alternative lawful manner of disposition of the waste, unless it is necessary by reason of law or otherwise to move the Non-Conforming Waste prior to expiration of the seven (7) day period. If the Customer does not direct an alternative disposal, at its option, EQ may return any such Non-Conforming Wastes to the Customer, and the Customer shall pay or reimburse EQ for all costs and expenses incurred by EQ in connection with the receipt, handling, sampling, analyses, transportation and return to the Customer of such Non-Conforming Wastes. If it is impossible or impractical for EQ to return the Non-Conforming Waste to the Customer, the Customer shall reimburse EQ for all costs, of any type or nature whatsoever, incurred by EQ, solely because such Delivered Waste was Non-Conforming Waste (including, but not limited to, all costs associated with any remedial steps necessary, due to the nature of the Non-Conforming Waste, in connection with material with which the Non-Conforming Waste may have been commingled and all expenses and charges for analyzing, handling, locating, preparing for transporting, storing and disposing of any Non-Conforming Waste).

### Customer Warranty - Acceptable Wastes

All Delivered Wastes shall be Acceptable Wastes and shall conform in all material respects to the description and specifications contained in the Waste Characterization Report. The information set forth in the Waste Characterization Report or any manifest, placard or label associated with any Delivered Wastes, or otherwise represented by the Customer or the generator (if other than the Customer) to EQ, is and shall be true, accurate and complete as of the date of receipt of the involved waste by EQ.

### Customer Warranty - Title to Wastes

Either the Customer or the generator (if other than the Customer) shall hold clear title, free of any all liens, claims, encumbrances, and charges to Delivered Waste until such waste is accepted by EQ.

### Customer Warranty - Compliance with Laws

The Customer shall comply with all applicable federal, state and local environmental statutes, regulations, and other governmental requirements, as well as directives issued by EQ from time to time, governing the transportation, treatment and/or disposal of Acceptable Wastes, including, but not limited to, all packaging, manifesting, containerization, placarding and labeling requirements.

### Customer Warranty - Updating Information

If the Customer receives information that Delivered Waste or other hazardous waste described in the Waste Characterization Report, or some component of such waste, presents or may present a hazard or risk to persons, property or the environment which was not disclosed to EQ, or if the Customer or generator (if other than the Customer) has changed the process by which such waste results, the Customer shall promptly report such information to EQ in writing.

### Customer Indemnity

The Customer shall indemnify, defend and hold harmless EQ, and its affiliated or related companies, and all of their respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys' fees), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including EQ's employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effect on the environment, or any violation or alleged violation of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused or arising out of (i) a breach of this Agreement by the Customer, (ii) the failure of any warranty of the Customer to be true, accurate and complete, or (iii) any willful or negligent act or omission of the Customer, or its employees or agents in connection with the performance of this Agreement.

### Force Majeure

EQ shall not be liable for any failure to accept, receive, handle, treat, and/or dispose of Delivered Waste due to an act of God, fire, casualty, flood, war, strike, lockout, labor trouble, failure of public utilities, equipment failure, facility shutdown, injunction, accident, epidemic, riot, insurrection, destruction of operation or transportation facilities, the inability to procure materials, equipment, or sufficient personnel or energy in order to meet operational needs without the necessity of allocation, the failure or inability to obtain any governmental approvals or to meet Environmental Requirements (including, but not limited to voluntary or involuntary compliance with any act, exercise, assertion, or requirement of any governmental authority) which may temporarily or permanently prohibit operations of EQ, the Customer, or the Generator, or any other circumstances beyond the control of EQ which prevents or delays performance of any of its obligations under this Agreement.

### Governing Laws

This Agreement shall in all respects be governed by and shall be construed in accordance with the laws of the State of Michigan applied to contracts executed and performed wholly within such state.

### Bulk Disposal Charges

Quoted bulk disposal charges for solid materials will be billed by the cubic yard, if the waste density is less than 2,000lbs./cubic yard. If waste density is greater than 2,000 lbs./cubic yard, then bulk disposal charges will be billed by the ton, regardless of the approved container.



## Appendix 8.

ISO Certifications



## NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105  
(888) NSF-9000 | [www.nsf-isr.org](http://www.nsf-isr.org)

# Certificate of Registration

This certifies that the Environmental Management System of

## EQ Florida

7202 East 8th Ave.

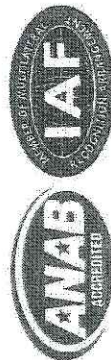
Tampa, Florida, 33619, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

### ISO 14001:2004

#### Scope of Registration:

Provider of Industrial Waste Management Services.



Certificate Number: 6S195-EM4  
Certificate Issue Date: 24-JUL-2012  
Registration Date: 23-JUL-2012  
Expiration Date \*: 22-JUL-2015

William Niedzwiecki,  
President & General Manager,  
NSF-ISR, Ltd.

Page 1 of 2





## NSF International Strategic Registrations

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### ANNEX PAGE FOR CERTIFICATE REGISTRATION NUMBER

6S195-EM4

CERTIFICATE ISSUE DATE: 24-JUL-2012

CERTIFICATE EXPIRATION DATE: 22-JUL-2015

EQ Florida

7202 East 8th Ave.

Tampa, Florida, 33619, United States

<b>Remote Location:</b> EQ - Industrial Services - Florida 2002 North Orient Road Tampa, Florida, 33619, United States	<b>Scope:</b> Provider of Industrial Waste Management Services.
<b>Remote Location:</b> EQ Florida 7104 Ninth Ave. Tampa, Florida, 33619, United States	<b>Scope:</b> Storage of Materials and Equipment.

This Annex is only Valid in connection with the above-mentioned certificate issued by NSF-ISR



## NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105  
(888) NSF-9000 | [www.nsf-isr.org](http://www.nsf-isr.org)

# Certificate of Registration

This certifies that the Quality Management System of

## EQ Florida

7202 East 8th Ave.

Tampa, Florida, 33619, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

### ISO 9001:2008

#### Scope of Registration:

Provider of Industrial Waste Management Services.



Certificate Number: 6S195-IS6  
Certificate Issue Date: 24-JUL-2012  
Registration Date: 23-JUL-2012  
Expiration Date \*: 22-JUL-2015

William Niedzwiecki,  
President & General Manager,  
NSF-ISR, Ltd.





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### ANNEX PAGE FOR CERTIFICATE REGISTRATION NUMBER

6S195-IS6

CERTIFICATE ISSUE DATE: 24-JUL-2012

CERTIFICATE EXPIRATION DATE: 22-JUL-2015

EQ Florida

7202 East 8th Ave.

Tampa, Florida, 33619, United States

<b>Remote Location:</b> EQ - Industrial Services - Florida 2002 North Orient Road Tampa, Florida, 33619, United States	<b>Scope:</b> Provider of Industrial Waste Management Services.
<b>Remote Location:</b> EQ Florida 7104 Ninth Ave. Tampa, Florida, 33619, United States	<b>Scope:</b> Storage of Materials and Equipment.

This Annex is only Valid in connection with the above-mentioned certificate issued by NSF-ISR



## NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105  
(888) NSF-9000 | [www.nsf-isr.org](http://www.nsf-isr.org)

# Certificate of Registration

This certifies that the Occupational Health and Safety Management System of

## EQ Florida

7202 East 8th Ave.

Tampa, Florida, 33619, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

### OHSAS 18001:2007

#### Scope of Registration:

Provider of Industrial Waste Management Services.



Certificate Number:	6S195-OH4
Certificate Issue Date:	24-JUL-2012
Registration Date:	23-JUL-2012
Expiration Date *:	22-JUL-2015

William Niedzwiecki,  
President & General Manager,  
NSF-ISR, Ltd.

Page 1 of 2





## NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105  
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### ANNEX PAGE FOR CERTIFICATE REGISTRATION NUMBER 6S195-OH4

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EQ Florida  
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<b>Remote Location:</b> EQ Florida 7104 Ninth Ave. Tampa, Florida, 33619, United States	<b>Scope:</b> Storage of Materials and Equipment.

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**Detail by Entity Name****Foreign Profit Corporation**

EQ FLORIDA, INC.

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WAYNE MI 48184 US

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**Mailing Address**36255 MICHIGAN AVENUE  
WAYNE MI 48184 US

Changed 03/17/2008

**Registered Agent Name & Address**C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION FL 33324 US**Officer/Director Detail****Name & Address**

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Title ST

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Title VP

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Title VP



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#### **Report Year Filed Date**

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2012	03/13/2012

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**Note:** This is not official record. See documents if question or conflict.

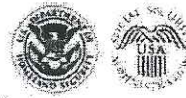
[Previous on List](#)[Next on List](#)[Return To List](#)**No Events****No Name History**

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State of Florida, Department of State



Employment Eligibility Verification

Welcome  
Sara DoyleUser ID  
SDOY4436Last Login  
04:46 PM - 12/22/2010 Log Out[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)**Company Information****Company Name:** EQ Florida, Inc.[View / Edit](#)**Company ID Number:** 322395**Doing Business As (DBA) Name:****DUNS Number:****Physical Location:****Address 1:** 7202 East 8th Avenue**Address 2:****City:** Tampa**State:** FL**Zip Code:** 33619**County:** HILLSBOROUGH**Mailing Address:****Address 1:** 36255 Michigan Avenue**Address 2:****City:** Wayne**State:** MI**Zip Code:** 48184**Additional Information:****Employer Identification Number:** 9372911**Total Number of Employees:** 100 to 499**Parent Organization:****Administrator:** EQ Holdings, Inc.**Organization Designation:****Employer Category:** None of these categories apply**NAICS Code:** 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES[View / Edit](#)**Total Hiring Sites:** 1[View / Edit](#)**Total Points of Contact:** 3[View / Edit](#)



## Appendix 9.

### Facility Locations Map



**EMERGENCY RESPONSE:**  
**(800) 839-3975**

Corporate Customer Service Center: (800) 592-5489  
Fax Number: (800) 592-5329  
Website: [WWW.EQONLINE.COM](http://WWW.EQONLINE.COM)



- [illegible]



ED FLORIDA INC

B-140005

*sd*

14 MAR 11 AM 8:36

140006



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 4

DATE (MM/DD/YYYY)  
05/07/2014

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

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

<b>PRODUCER</b> Willis of Michigan, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 372305191	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	<b>FAX</b> (A/C, No): 1-888-467-2378													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B: New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER C: Commerce &amp; Industry Insurance Company</td><td>19410</td></tr><tr><td>INSURER D: AGCS Marine Insurance Company</td><td>22837</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AIG Specialty Insurance Company	26883	INSURER B: New Hampshire Insurance Company	23841	INSURER C: Commerce & Industry Insurance Company	19410	INSURER D: AGCS Marine Insurance Company	22837	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
<b>INSURED</b> EQ Florida, Inc. 2050 Central Ave, S.E Canton, OH 44707															

**COVERAGES**

CERTIFICATE NUMBER: W351752

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included \$100,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		PROP57666391	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 25,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		CA7557770	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PROU57666618	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 25,000,000
	AGGREGATE \$ 25,000,000						
	\$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 006506637	08/01/2013	08/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	<b>Pollution Legal Liability</b>			PLS2673560	08/01/2012	08/01/2015	Each Claim \$35,000,000
	Aggregate \$35,000,000						

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

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 8/2/2013

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company  
POLICY NUMBER: WC 006506636  
EFF DATE: 08/01/2013 EXP DATE: 08/01/2014**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

Lee County Board of County Commissioners  
Attn: Risk Management  
P.O. Box 398  
Ft. Meyers, FL 33902-0398

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY Willis of Michigan, Inc.		NAMED INSURED EQ Florida, Inc. 2050 Central Ave, S.E. Canton, OH 44707	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**TYPE OF INSURANCE:**

Workers Compensation/Employers Liab.

Statutory Limits

**LIMITS:**

EL-Each Accident: \$1,000,000

EL-Disease-Policy Limit: \$1,000,000

EL-Disease-Each Employee: \$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: WC 006506638

EFF DATE: 08/01/2013 EXP DATE: 08/01/2014

**TYPE OF INSURANCE:**

Workers Compensation/Employers Liab.

Statutory Limits

**LIMITS:**

EL-Each Accident: \$1,000,000

EL-Disease-Policy Limit: \$1,000,000

EL-Disease-Each Employee: \$1,000,000

INSURER AFFORDING COVERAGE: Illinois National Insurance Company

POLICY NUMBER: WC 006506646

EFF DATE: 08/01/2013 EXP DATE: 08/01/2014

**TYPE OF INSURANCE:**

Workers Compensation/Employers Liab.

Statutory Limits

**LIMITS:**

EL-Each Accident: \$1,000,000

EL-Disease-Policy Limit: \$1,000,000

EL-Disease-Each Employee: \$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: WC 084631372

EFF DATE: 08/01/2013 EXP DATE: 08/01/2014

**TYPE OF INSURANCE:**

Workers Compensation/Employers Liab.

Statutory Limits

**LIMITS:**

EL-Each Accident: \$1,000,000

EL-Disease-Policy Limit: \$1,000,000

EL-Disease-Each Employee: \$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: WC 084631373

EFF DATE: 08/01/2013 EXP DATE: 08/01/2014

**TYPE OF INSURANCE:**

Workers Compensation/Employers Liab.

Statutory Limits

**LIMITS:**

EL-Each Accident: \$1,000,000

EL-Disease-Policy Limit: \$1,000,000

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 3 of 4

<b>AGENCY</b> Willis of Michigan, Inc.		<b>NAMED INSURED</b> EQ Florida, Inc. 2050 Central Ave, S.E Canton, OH 44707	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

EL-Disease-Each Employee: \$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: WC 084631374

EFF DATE: 08/01/2013 EXP DATE: 08/01/2014

TYPE OF INSURANCE:

Workers Compensation/Employers Liab.

Statutory Limits

LIMITS:

EL-Each Accident: \$1,000,000

EL-Disease-Policy Limit: \$1,000,000

EL-Disease-Each Employee: \$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: WC 084631375

EFF DATE: 08/01/2013 EXP DATE: 08/01/2014

TYPE OF INSURANCE:

Workers Compensation/Employers Liab.

Statutory Limits

LIMITS:

EL-Each Accident: \$1,000,000

EL-Disease-Policy Limit: \$1,000,000

EL-Disease-Each Employee: \$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: WC 084631376

EFF DATE: 08/01/2013 EXP DATE: 08/01/2014

TYPE OF INSURANCE:

Workers Compensation/Employers Liab.

Statutory Limits

LIMITS:

EL-Each Accident: \$1,000,000

EL-Disease-Policy Limit: \$1,000,000

EL-Disease-Each Employee: \$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: CA1955437

EFF DATE: 08/01/2013

EXP DATE: 08/01/2014

NAIC#: 23841

ADDITIONAL INSURED: Y

TYPE OF INSURANCE:

Auto Liability

LIMITS:

CSL Limit: \$1,000,000

Any Auto, Hired Autos &amp;



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 4 of 4

AGENCY Willis of Michigan, Inc.		NAMED INSURED EQ Florida, Inc. 2050 Central Ave, S.E Canton, OH 44707	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Non-owned Autos

INSURER AFFORDING COVERAGE: AGCS Marine Insurance Company

NAIC#: 22837

POLICY NUMBER: MXI93021643 EFF DATE: 08/01/2013 EXP DATE: 08/01/2014

TYPE OF INSURANCE:

LIMITS:

Contractors Equipment

\$500,000 Limit

Professional Liability &amp; Contractors Pollution included in General Liability

Lee County Board of County Commissioners are included as Additional Insureds with respects to the General Liability and Auto Liability policies.

Umbrella policy Follows form.