

PORT EVERGLADES FRANCHISE APPLICATION

An application will not be deemed complete and ready for processing until all required documents and fees are received.

A separate application must be filed for each type of franchise applied for.

FRANCHISE TYPE

CHECK ONE

STEAMSHIP AGENT

STEVEDORE

CARGO HANDLER

TUGBOAT & TOWING

VESSEL BUNKERING

VESSEL OILY WASTE REMOVAL

VESSEL SANITARY WASTE WATER REMOVAL

MARINE TERMINAL SECURITY

MARINE TERMINAL SECURITY

FIREARMS CARRYING SECURITY PERSONNEL

NON-FIREARMS CARRYING SECURITY PERSONNEL

Note: Applicant is the legal entity applying for the franchise. If the Applicant is granted the franchise, it will be the named franchisee. All information contained in this application shall apply only to the Applicant, and not to any parent, affiliate, or subsidiary entities.

Applicant's

Name Heritage-Crystal Clean, LLC

(Name as it appears on the certificate of incorporation, charter, or other legal documentation as applicable, evidencing the legal formation of the Applicant)

Applicant's Business Address 4103 NW 132nd Street, Opa Locka, Florida, 33054

Phone # (305) 994-9949 E-mail address tony.piotrowski@crystal-clean.

Fax #: (305) 681-6175

Name of the person authorized to bind the Applicant (Person's signature must appear on Page 13.)

Name Anita Decina

Title VP-Operational, Safety and Environmental Excellence

Business Address 2000 Center Drive, Suite East C300 Hoffman Estates, Illinois 60192

Phone # (630) 688-3303 E-mail address anita.decina@crystal-c

Fax #: () No fax machine

Provide the Name and Contact Information of Applicant's Representative to whom questions about this application are to be directed (if different from the person authorized to bind the Applicant):

Representative's Name Rebekah Schulenberg-Schwarz

Representative's Title Manager of Environmental Compliance - Operational Facilities

Representative's Business Address 2000 Center Drive, Suite East C300 Hoffman Estates

Representative's Phone # (847) 873-6942

Representative's E-mail address rebekah.schulenberg@crystal-clear

Representative's Fax # () No fax machine

PLEASE COMPLETE THIS APPLICATION AND LABEL ALL REQUIRED BACKUP DOCUMENTATION TO CLEARLY IDENTIFY THE SECTION OF THE APPLICATION TO WHICH THE DOCUMENTATION APPLIES (I.E...., SECTION A, B, C, etc.).

Section A

1. List the name(s) of Applicant's officers, including, CEO, COO, CFO, director(s), member(s), partner(s), shareholder(s), principal(s), employee(s), agents, and local representative(s) active in the management of the Applicant.

Officers:

Title Vice President - Operational, Safety and Environmental
 First Name Anita Middle Name _____
 Last Name Decina
 Business Street Address 2000 Center Drive, Suite East C300
 City, State, Zip Code Hoffman Estates, IL 60192
 Phone Number (630) 688-3303 Fax Number (____) _____
 Email Address _____ anita.decina@crystal-clean.com _____.

Title Vice President - Wastewater Treatment and Antifreeze Recycl
 First Name Michael Middle Name _____
 Last Name Petkovich
 Business Street Address 2000 Center Drive, Suite East C300
 City, State, Zip Code Hoffman Estates, IL 60192
 Phone Number (224) 242-0273 Fax Number (____) _____
 Email Address _____ michael.Petkovich@crystal-clean.com _____.

Title Vice Executive President and Chief Financial Officer
 First Name Mark Middle Name _____
 Last Name DeVita
 Business Street Address 2000 Center Drive, Suite East C300
 City, State, Zip Code Hoffman Estates, IL 60192
 Phone Number (847) 783-5358 Fax Number (____) _____
 Email Address _____ mark.devita@crystal-clean.com _____.

Title Director of Industrial Services
 First Name Jordan Middle Name _____
 Last Name Denney
 Business Street Address 2000 Center Drive, Suite East C300
 City, State, Zip Code Hoffman Estates, IL 60192Ch
 Phone Number (____) _____ Fax Number (____) _____
 Email Address _____ jordan.denney@crystal-clean.com _____.

Attach additional sheets if necessary.

2. RESUMES: Provide a resume for each officer, director, member, partner, shareholder, principal, employee, agent, and local representative(s) active in the management of the Applicant, as listed above.

Section B

1. Place checkmark to describe the Applicant:

Sole Proprietorship Corporation Partnership Joint Venture Limited Liability Company

2. Provide copies of the documents filed at the time the Applicant was formed including Articles of Incorporation (if a corporation); Articles of Organization (if an LLC); or Certificate of Limited Partnership or Limited Liability Limited Partnership (if a partnership). If the Applicant was not formed in the State of Florida, provide a copy of the documents demonstrating that the Applicant is authorized to conduct business in the State of Florida.

SEE ATTACHED

Section C

1. Has there been any change in the ownership of the Applicant within the last five (5) years? (e.g., any transfer of interest to another party)

Yes No If "Yes," please provide details in the space provided. Attach additional sheets if necessary.

AS NOTED ON OUR PREVIOUS 2022 APPLICATION, HCC PURCHASED RAIDER IN SEPTEMBER 2021 AS A WHOLLY OWNED SUBSIDIARY

2. Has there been any name change of the Applicant or has the Applicant operated under a different name within the last five (5) years?

Yes No If "Yes," please provide details in the space provided, including: Prior name(s) and Date of name change(s) filed with the State of Florida's Division of Corporations or other applicable state agency. Attach additional sheets if necessary.

WE ARE DROPPING THE ENTITY RAIDER AND WILL REMAIN AS HERITAGE-CRYSTAL CLEAN, LLC

3. Has there been any change in the officers, directors, executives, partners, shareholders, or members of the Applicant within the past five (5) years?

Yes No If "Yes," please provide details in the space provided, including:

Prior officers, directors, executives, partners, shareholders, members

Name(s) Steven Obst and Orlando Solis have been removed

New officers, directors, executives, partners, shareholders, members

Name(s) A. Decina, Michael Petkovich, Mark Devita (Same) Add Jordan Denney

Also supply documentation evidencing the changes including resolution or minutes appointing new officers, list of new principals with titles and contact information, and effective date of changes. Attach additional sheets if necessary.

Section D

Provide copies of all fictitious name registrations filed by the Applicant with the State of Florida's Division of Corporations or other State agencies. If none, indicate "None" None.



PORT EVERGLADES DEPARTMENT – Business Development Division
1850 Eller Drive, Suite 603, Fort Lauderdale, Florida 33316-4201 • 954-523-3404 • FAX 954-525-1910

February 25, 2022

Via Certified Mail: 9171082133393182870541
Via E-mail: anita.decina@crystal-clean.com

Ms. Anita Decina,
VP – Operational, Safety and Environmental Excellence
Raider Environmental Services of Florida, Inc.
2175 Point Boulevard, Suite 375
Elgin, IL 60123

Dear Ms. Decina:

We acknowledge receipt of your notification of the purchase of 100% stock of Raider Environmental Services of Florida, Inc. (Raider) by Heritage-Crystal Clean, LLC (HCC), thereby making Raider a wholly-owned subsidiary of HCC.

Port staff has reviewed the information submitted documenting the transaction and has concluded that Raider can meet all franchise requirements. Therefore, Raider may continue to provide vessel oily waste removal services at Port Everglades under the new ownership for the franchise's remaining term, which expires on October 26, 2026.

If you have any questions, please get in touch with me at (954) 468-0112 or by e-mail at aosornobelleme@broward.org.

Sincerely,

Angela Osorno Belleme

Ángela Osorno Belleme
Franchise and Business Permit Manager

cc: Jonathan Daniels, Chief Executive & Port Director
Glenn Wiltshire, Deputy Port Director
Leah Brasso, Director, Finance Division
Ricardo Charlton, Director, Operations Division
Jorge Hernández, Director, Business Development Division
Jean Ellie, Assistant Director, Business Development Division
Rob Jenkins, Security Manager

Section E

1. Has the Applicant acquired another business entity within the last five (5) years?
Yes No If "Yes," please provide the full legal name of any business entity which the Applicant acquired during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" See Attac.

2. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the acquired firm's officers, managers, employees and/or the acquired firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.

SEE ATTACHED ACQUIRED ASSETS LIST

3. Has the Applicant been acquired by another business entity within the last five (5) years? Yes No If "Yes," provide the full legal name of any business entity which acquired the Applicant during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" _____.

4. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the parent firm's officers, managers, employees and/or the parent firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.

On October 10, 2023, the shareholders of Heritage-Crystal Clean, Inc. voted in favor of a proposal to be acquired by JFL-Tiger Acquisition Co., Inc. ("JFL") and as more fully set forth on the July 19, 2023 Agreement and Plan of Merger (<https://www.sec.gov/ix?doc=/Archives/edgar/data/0001403431/000119312523190211/d538609d8k.htm>). The closing will likely occur no later than October 17, 2023, after which time, JFL-Tiger Acquisition Co., Inc. will own 100% of the stock of Heritage-Crystal Clean, Inc. ("HCC") JFL does not intend to change or alter the senior management of HCC. All business operations, assets, resources and customer served will remain in place.

Section F

Provide the Applicant's previous business history, including length of time in the same or similar business activities as planned at Port Everglades. SEE ATTACHED SECTION F DOCUMENT

Section G

1. Provide a list of the Applicant's current managerial employees, including supervisors, superintendents, and forepersons.

2. List the previous work history/experience of the Applicant's current managerial employees, including their active involvement in seaports and length of time in the same or similar business activities as planned at Port Everglades. SEE ATTACHED SECTION G DOCUMENT

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. **Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).**

If none, state "None" _____.

Seaport Port of Miami Number of Years Operating at this Seaport _____

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Norwegian Cruise Lines	Total of 10 (2 HCC with Raider)
Royal Caribbean Cruise Lines	Total of 4 (2 HCC with Raider)

Section I

1. Provide a description of all past (within the last five (5) years) and pending litigation and legal claims where the Applicant is a named party, whether in the State of Florida or in another jurisdiction, involving allegations that Applicant has violated or otherwise failed to comply with environmental laws, rules, or regulations or committed a public entity crime as defined by Chapter 287, Florida Statutes, or theft-related crime such as fraud, bribery, smuggling, embezzlement or misappropriation of funds or acts of moral turpitude, meaning conduct or acts that tend to degrade persons in society or ridicule public morals.

The description must include all of the following:

- a) The case title and docket number
- b) The name and location of the court before which it is pending or was heard
- c) The identification of all parties to the litigation
- d) General nature of all claims being made

If none, indicate "None" See Attached .

2. Indicate whether in the last five (5) years the Applicant or an officer, director, executive, partner, or a shareholder, employee or agent who is or was (during the time period in which the illegal conduct or activity took place) active in the management of the Applicant was charged, indicted, found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct or activity (1) is considered to be a public entity crime as defined by Chapter 287, Florida Statutes, as amended from time to time, or (2) is customarily considered to be a white-collar crime or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds, etc. or (3) results in a felony conviction where the crime is directly related to the business activities for which the franchise is sought.

Yes No

If you responded "Yes," please provide all of the following information for each indictment, charge, or conviction:

- a) A description of the case style and docket number
- b) The nature of the charge or indictment
- c) Date of the charge or indictment
- d) Location of the court before which the proceeding is pending or was heard
- e) The disposition (e.g., convicted, acquitted, dismissed, etc.)
- f) Any sentence imposed
- g) Any evidence which the County (in its discretion) may determine that the Applicant and/or person found guilty or convicted of illegal conduct or activity has conducted itself, himself or herself in a manner as to warrant the granting or renewal of the franchise.

Section J

The Applicant must provide a current certificate(s) of insurance. Franchise insurance requirements are determined by Broward County's Risk Management Division and are contained in the Port Everglades Tariff No. 12 as amended, revised or reissued from time to time. The Port Everglades Tariff is contained in the Broward County Administrative Code, Chapter 42, and is available for inspection on line at: <http://www.porteverglades.net/development/tariff>.

SEE ATTACHED COI -

Section K

1. The Applicant must provide its most recent audited or reviewed financial statements prepared in accordance with generally accepted accounting principles, or other documents and information which demonstrate the Applicant's creditworthiness, financial responsibility, and resources, which the Port will consider in evaluating the Applicant's financial responsibility.

HERITAGE-CRYSTAL CLEAN, LLCs 10K AND ANNUAL REPORT SHOW OUR FINANCIAL RESPONSIBILITY

2. Has the Applicant or entity acquired by Applicant (discussed in Section E herein) sought relief under any provision of the Federal Bankruptcy Code or under any state insolvency law filed by or against it within the last five (5) year period?

Yes ___ No

If "Yes," please provide the following information for each bankruptcy or insolvency proceeding:

- a) Date petition was filed or relief sought
- b) Title of case and docket number
- c) Name and address of court or agency
- d) Nature of judgment or relief
- e) Date entered

3. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for the business or property of the Applicant?

Yes ___ No

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

4. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for any entity, business, or property acquired by the Applicant?

Yes ___ No

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

Section L

List four (4) credit references for the Applicant, one of which must be a bank. Use this format:

Name of Reference _____ Nature of Business _____

Contact Name _____ Title _____

Legal Business Street Address _____

City, State, Zip Code _____

Phone Number (____) _____

(Provide on a separate sheet.)

Section M

1. Security: Pursuant to Port Everglades Tariff 12, Item 960, all Franchisees are required to furnish an Indemnity and Payment Bond or Irrevocable Letter of Credit drawn on a U.S. bank in a format and an amount not less than \$20,000 as required by Broward County Port Everglades Department.
2. Has the Applicant been denied a bond or letter of credit within the past five (5) years?
Yes ___ No
If "Yes," please provide a summary explanation in the space provided of why the Applicant was denied. Use additional sheets if necessary.

PLEASE NOTE THAT WE ARE OBTAINING A CORPORATE GUARANTEE FROM AON AND WE HAVE NOT YET RECEIVED, WE WILL SEND AS SOON AS WE HAVE.

Section N

1. Provide a list and description of all equipment currently owned and/or leased by the Applicant and intended to be used by the Applicant for the type of service(s) intended to be performed at Port Everglades including the age, type of equipment and model number.
2. Identify the type of fuel used for each piece of equipment.
3. Indicate which equipment, if any, is to be domiciled at Port Everglades.
4. Will all equipment operators be employees of the Applicant, on the payroll of the Applicant, with wages, taxes, benefits, and insurance paid by the Applicant?
Yes No ___
If "No," please explain in the space provided who will operate the equipment and pay wages, taxes, benefits, and insurance, if the franchise is granted. Use additional sheets if necessary.

Section O

Provide a copy of the Applicant's current Broward County Business Tax Receipt (formerly Occupational License).

Section P

1. Provide a copy of Applicant's safety program.
2. Provide a copy of Applicant's substance abuse policy.
3. Provide a copy of Applicant's employee job training program/policy.
4. Provide information regarding frequency of training.
5. Include equipment operator certificates, if any.

Section Q

1. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from any federal, state, or local environmental regulatory agencies?

Yes No

2. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or civil penalties from the U.S. Coast Guard?

Yes No

3. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from the Occupational Safety and Health Administration?

Yes No

If you responded "Yes" to any of this section's questions 1, 2, or 3 above, please provide a detailed summary for each question containing the following information:

a) Name and address of the agency issuing the citation or notice

b) Date of the notice

c) Nature of the violation

d) Copies of the infraction notice(s) from the agency

e) Disposition of case

f) Amount of fines, if any

g) Corrective action taken

Attach copies of all citations, notices of violations, warning notices, civil penalties and fines issued by local, state, and federal regulatory agencies, all related correspondence, and proof of payment of fines.

4. Provide a statement (and/or documentation) which describes the Applicant's commitment to environmental protection, environmental maintenance, and environmental enhancement in the Port.

PLEASE SEE ATTACHED SECTION Q DOCUMENT

Section R

Provide written evidence of Applicant's ability to promote and develop growth in the business activities, projects or facilities of Port Everglades through its provision of the services (i.e., stevedore, cargo handler or steamship agent) it seeks to perform at Port Everglades. For first-time applicants (stevedore, cargo handler and steamship agent), the written evidence must demonstrate Applicant's ability to attract and retain new business such that, Broward County may determine in its discretion that the franchise is in the best interests of the operation and promotion of the port and harbor facilities. The term "new business" is defined in Chapter 32, Part II of the Broward County Administrative Code as may be amended from time to time.

PLEASE SEE ATTACHED SECTION R DOCUMENT

If you have checked an Applicant box for VESSEL BUNKERING, VESSEL OILY WASTE REMOVAL, VESSEL SANITARY WASTE WATER REMOVAL, OR MARINE TERMINAL SECURITY, the following additional information is required:

VESSEL BUNKERING

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the applicant's operations manual approved by the U.S. Coast Guard.

Section V- A copy of the applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard.

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

VESSEL OILY WASTE REMOVAL

Section S - Certificate of Adequacy in compliance with the Directives of MARPOL 73/75 and 33 CFR 158, if applicable.

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the Applicant's operations manual approved by the U.S. Coast Guard.

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section V- A copy of the Applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard.

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section X- A Used Oil Collector, Transporter, and Recycler Certificate from the Florida Dept. of Environmental Protection.

Section Y- An Identification Certificate from the U.S. Environmental Protection Agency.

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the Applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

VESSEL SANITARY WASTE WATER REMOVAL

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section Z1- A copy of the Applicant's operations manual.

Section Z2- A Septage Receiving Facility Waste Hauler Discharge Permit from the Broward County Water and Wastewater Services Operations Division.

MARINE TERMINAL SECURITY

Section N1- A list of all metal detection devices, walk-through and hand held, as well as all luggage and carryon x-ray machines owned or leased, to be used or domiciled at Port Everglades. Listing must include brand name and model.

Section N2- A copy of all manufacturers recommended service intervals and name of company contracted to provide such services on all aforementioned equipment.

Section N3- A description of current method employed to assure all equipment is properly calibrated and functioning.

Section N4- current training requirements and training syllabus for employees operating x-ray equipment. Highlight emphasis on weapon and contraband identification. Include equipment operator certificates, if any.

Section O1- Provide copies of all local, state and federal licenses, including:

- a. A copy of the Applicant’s State of Florida Business License.
- b. A copy of security agency’s Manager’s “M” or “MB” License and a copy of the security agency’s “B” or “BB” License issued by the Florida Department of Agriculture and Consumer Services.

Section P3- SECURITY GUARDS / SUPERVISORS

- a. Provide Applicant’s background requirements, education, training etc., for personnel hired as security guards. Training requirements in 33 CFR 105.210 for marine facilities.
- b. Provide historic annual turnover ratio for security guards.
- c. Provide a copy of Applicant’s job training program/policy including a copy of training curriculum and copies of all manuals and take-home materials made available to security guards. Include information regarding frequency of training.
- d. Provide background requirements, experience, licensing and any and all advanced training provided to supervisory personnel.
- e. Provide present policy for individual communication devices either required of security guards or supplied by the employer.
- f. Provide procurement criteria and source as well as Applicant’s certification requirements for K-9 workforce.
- g. Provide information on the number of security guards / supervisors currently employed or expected to be employed to provide security services at Port Everglades.

Supervisors _____
 Class D Guards _____
 Class G Guards _____
 K-9 Handlers _____

Port Everglades Tariff 12

References to the Port Everglades Tariff 12 as amended or reissued: <http://www.porteverglades.net/development/tariff>

Application Fees

The following fees have been established for franchised businesses at Port Everglades. Initial processing fees are nonrefundable. A franchise is required for each category of business.

Stevedore

Initial processing fee, assignment fee, or reinstatement fee \$ 11,550.00

Annual Fee

\$ 4,200.00

Cargo Handler

Initial processing fee, assignment fee, or reinstatement fee \$ 11,550.00

Annual Fee

\$ 4,200.00

Steamship Agent

Initial processing fee, assignment fee, or reinstatement fee \$ 4,200.00

Annual Fee

\$ 2,360.00

Tugboat and Towing

Initial processing fee, assignment fee, or reinstatement fee \$ 27,300.00

Annual Fee

By Contract

Vessel Bunkering, Vessel Oily Waste Removal, Vessel Sanitary Waste Water Removal, Marine Terminal Security Service

Initial processing fee, assignment fee, or reinstatement fee \$ 4,200.00

Annual Fee

\$ 2,360.00

For first-time franchise Applicants, both the initial application fee and the annual fee must be submitted at time of application. Thereafter, annual franchise fees are due and payable each year on the franchise anniversary date, which is defined as the effective date of the franchise.

Note: Check(s) should be made payable to:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS and be mailed with this application to:

Port Everglades Business Development Division

1850 Eller Drive, Fort Lauderdale, FL 33316

Required Public Hearing

Staff review of this application will not commence until such time as all of the above requested information and documentation has been provided and the franchise application has been determined by staff to be complete. All of the above requested information and Sections are required to be completed prior to the scheduling of the public hearing. Staff will request that the Broward County Board of County Commissioners set a public hearing to consider the franchise application and hear comments from the public. The Applicant will be notified of the Public Hearing date and is welcome to attend the Public Hearing.

By signing and submitting this application, Applicant certifies that all information provided in this application is true and correct. Applicant understands that providing false or misleading information on this application may result in the franchise application being denied, or in instances of renewal, a franchise revoked. Applicant hereby waives any and all claims for any damages resulting to the Applicant from any disclosure or publication in any manner of any material or information acquired by Broward County during the franchise application process or during any inquiries, investigations, or public hearings.

Applicant further understands that if there are any changes to the information provided herein (subsequent to this application submission) or to its officers, directors, senior management personnel, or business operation as stated in this application, Applicant agrees to provide such updated information to the Port Everglades Department of Broward County, including the furnishing of the names, addresses (and other information as required above) with respect to persons becoming associated with Applicant after its franchise application is submitted, and any other required documentation requested by Port Everglades Department staff as relating to the changes in the business operation. This information must be submitted within ten (10) calendar days from the date of any change made by the Applicant.

Applicant certifies that all workers performing functions for Applicant who are subject to the Longshore and Harbor Workers' Act are covered by Longshore & Harbor Workers' Act, Jones Act Insurance, as required by federal law.

This application and all related records are subject to Chapter 119, F.S., the Florida Public Records Act.

By its execution of this application, Applicant acknowledges that it has read and understands the rules, regulations, terms and conditions of the franchise it is applying for as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended, and agrees, should the franchise be granted by Broward County, to be legally bound and governed by all such rules, regulations, terms and conditions of the franchise as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended.

The individual executing this application on behalf of the Applicant, personally warrants that s/he has the full legal authority to execute this application and legally bind the Applicant.

Signature of Applicant's Authorized

Representative Anita Decina Date Signed: 10/11/2023

Signature name and title - typed or printed Anita Decina

Witness Signature (*Required*) Michelle Walper

Witness name-typed or printed Michelle Walper

Witness Signature (*Required*) Rebekah Schulenberg-Schwarz

Witness name-typed or printed Rebekah Schulenberg-Schwarz

If a franchise is granted, all official notices/correspondence should be sent to:

Name Rebekah Schulenberg-Schwarz Title Environmental Compliance Manager

Address 2000 Center Drive, Ste East C300, Hoffman Estates, 60192 Phone (847)873-6942



SECTIONS A AND G

Management Info

- Mark DeVita- Chief Financial Officer – Accounting Operations – Over 30 Years Exp.
2000 – Present – Heritage-Crystal Clean, LLC
Provides accounting support in the acquisition, and business dealings, of Raider Environmental Services of Florida, Inc. and other similar companies that Heritage Crystal Clean, LLC has acquired.
- Jordan Denney- Director of Industrial Services – Over 10 years Exp.
2022 – Present – Heritage-Crystal Clean, LLC
Oversees the non-hazardous waste treatment facilities, the industrial cleaning and industrial services activities, as well as Heritage-Crystal Clean’s Field Services/ waste brokering activities across the United States
Manages and staffs projects to perform environmental jobs for both hazardous and non-hazardous industrial services for transportation and disposal for commercial and various cruise lines. As well as, USDA garbage removal and disposal for the cruise lines, including RCCL and NCL.
- Anita Decina- VP – Operational, Safety, and Environmental Excellence – Over 30 years Exp.
2000 – Present – Heritage-Crystal Clean, LLC
Oversees permitting of all Oil Processing/Waste Water Treatment plants in the US for Heritage Crystal Clean, LLC (7 plants).
- Mike Petkovich- VP – Wastewater Treatment Plant Operations – Over 30 years Exp.
2018 – Present – Heritage-Crystal Clean, LLC
Oversees and manages the Director of Florida Operational Facilities and upgrades to used oil processing facilities.



JORDAN DENNEY

CRYSTAL CLEAN PROFILE

Jordan Denney is Heritage-Crystal Clean's Director of Industrial Services. He oversees the non-hazardous waste treatment facilities, the industrial cleaning and industrial services activities, as well as Heritage-Crystal Clean's Field Services/ waste brokering activities across the United States.

Before taking on the role of Director of Industrial Services, Jordan served as Vice President of Field Services at Tradebe Environmental Services. Jordan has been with the company since October of 2022. With more than 10 years of industrial and hazardous waste industry experience, Mark has taken the lead in developing multi-million-dollar lines of business for the company.

PREVIOUS WORK EXPERIENCE

Tradebe Environmental Services

August 2013 – October 2022

EDUCATION

Jordan holds a bachelors with Honors in Business Administration from the University of Washington, as well as an MBA from IESE Business School (Barcelona).

Prior to going to school, Jordan was a Sgt. in the United States Marine Corps working on intelligence and counter intelligence operations, and has multiple awards and decorations from his overseas deployments.



ANITA DECINA

CRYSTAL CLEAN PROFILE

Anita Decina is Heritage-Crystal Clean's Vice President of Operational, Safety, & Environmental Excellence. She is responsible for ensuring regulatory compliance, worker safety, and transportation compliance. Her team has led the implementation of multiple safety and compliance programs resulting in increased compliance and improved environmental sustainability practices.

Anita joined Crystal Clean in 2000 and has held several roles related to EHS and DOT compliance. She was also part of a team that established Crystal Clean's Environmental Solutions Partners Program and has worked with federal and state regulators to establish a positive, transparent working relationship. She holds a Bachelor of Science in Business Administration from Central Michigan University.

PREVIOUS WORK EXPERIENCE

Safety Kleen, Inc.

March 1990 – December 1999

EDUCATION

Bachelor of Science in Business Administration – Central Michigan University, Mount Pleasant, Michigan



CRYSTAL CLEAN PROFILE

Mark DeVita is Heritage-Crystal Clean's Chief Financial Officer. He oversees the accounting, finance, mergers and acquisitions, treasury, investor relations, internal audit, tax, information technology, procurement, and real estate functions at Crystal Clean.

Before taking on the role of CFO, Mark served as Vice President of Business Management & Marketing in 2011. Mark has been with the company since 2000 and held several key positions related to business management, finance, and acquisitions. With more than 25 years of industrial and hazardous waste industry experience, Mark has taken the lead in developing multi-million-dollar lines of business for the company.

PREVIOUS WORK EXPERIENCE

Safety-Kleen Corporation

July 1994 – December 1999

Worked as an Senior Internal Auditor and later Internal Audit Supervisor performing and overseeing operational audits, process improvement projects, fraud investigations, financial statement, acquisition due diligence projects, etc.

Later Mark became Product Manager – Total Environmental Activity Management (T.E.A.M.) during which he worked with a small team to develop a new approach for the company to market its full menu of services directly to mid-to-large sized customers/potential customers. Eventually expanded the T.E.A.M. approach to 24 company locations throughout the U.S.

Arthur Andersen, LLP

July 1990 – July 1994

Mark worked as a Staff Auditor, Experienced Staff Auditor and Senior Auditor in the audit practice of the firm. Mark began his auditing career working in the utilities division of the audit practice which was focused on regulated industries as well as governmental and government related industries. However, Mark spent the vast majority of this time working in the commercial division of the firm performing, supervising and planning financial statement audits for public companies who were manufacturers, hazardous waste service providers and processors, as well as merchandise distributors. Some of this work included assistance with clients filing Initial Public Offerings (IPOs). Mark also worked on consulting projects in between audit engagements.

EDUCATION

Mark holds a bachelors with Honors in Accountancy from the University of Illinois, as well as an MBA from Northern Illinois University.

Mark has also earned his CPA and worked in public accounting for 4 years before joining Crystal Clean.



MICHAEL A. PETKOVICH

5749 Ryan Rd Medina, OH 44256 (224) 242-0273

Micheal.Petkovich@Crystal-Clean.com

CRYSTAL CLEAN PROFILE

Vice President of Operations WWTF & AF

January 2021 to present

Mr. Petkovich oversees the operations of Crystal Clean's antifreeze recovery centers, waste water treatment facilities, and non-RCRA waste processing locations throughout North America. He is responsible for ensuring the safe operation of these facilities as Crystal Clean continues to improve its sustainable capabilities. His Responsibilities include:

- Direct oversight of eight WWT Facilities and five AF recycling facilities
- H&S of facility operations
- Compliance with all regulatory permits
- Cost management
- Capital Projects and Expenditures
- Budgeting
- Integration of acquired facilities
- Laboratory Operations

Director of Operations WWTF & AF

April 2019 – December 2020

- Direct oversight of four WWT Facilities and seven AF recycling operations

Wastewater Treatment Operations Manager

May 2018 – April 2019

- Direct oversight of four WWTF operations

PREVIOUS EXPERIENCE

Clean Harbors Environmental Services, Inc.

(September 1987 – December 2017)

- *Director of TSDF Operations* **September 2011 to December 2017**
- *General Manager – Cleveland and Chicago Plants* **June 1995 to September 2011**
- *Assistant General Manager – Cleveland Plant* **January 1995 to June 1995**
- *Laboratory Manager – Chicago Plant* **1989 to December 2004**
- *Chemist – Chicago Plant* **September 1987 to 1989**

EDUCATION

Bachelor of Science in Public Affairs – Indiana University, Bloomington, Indiana (1986)



SECTIONS B-D ***Ownership and Official Documents***

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204

<http://www.sos.in.gov>

June 18, 2013

Company Requested: HERITAGE-CRYSTAL CLEAN, LLC
Control Number: 1999070425

Date	Transaction	# Pages
07/09/1999	Articles of Organization	2
09/09/2002	Change of Principal Address	1
05/11/2010	Articles of Restatement	2



State of Indiana
Office of the Secretary of State

I hereby certify that this is a true and complete copy of this 5 page document filed in this office.

Dated: June 18, 2013
Certification Number: 2013061822632

Connie Lawson
Secretary of State

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF ORGANIZATION

OF

HERITAGE-CRYSTAL CLEAN, LLC

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Organization of the above limited liability company have been presented to me at my office accompanied by the fees prescribed by law and that I have found such Articles conform to the provisions of the Indiana Business Flexibility Act, as amended.

NOW, THEREFORE, I hereby issue to such limited liability company this Certificate of Organization, and further certify that its existence will begin July 09, 1999.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Ninth day of July, 1999.


Deputy

w pu
1999070425

APPROVED
AND
FILED
IND. SECRETARY OF STATE

**ARTICLES OF ORGANIZATION
OF
HERITAGE-CRYSTAL CLEAN, LLC**

FILED
SUE ANN
1999

These Articles of Organization of **Heritage-Crystal Clean, LLC** (the "Company"), dated July 9, 1999, are being duly executed and filed by the undersigned person pursuant to the Indiana Business Flexibility Act, Indiana Code § 23-18-1 *et seq.* (the "Act"):

**ARTICLE I
Name**

The name of the Company is **Heritage-Crystal Clean, LLC**.

**ARTICLE II
Registered Office and Agent**

The street address of the Company's registered office in the State of Indiana at the time of filing these Articles of Organization is 5400 W. 86th Street, Indianapolis, Indiana 46268, and the name of its registered agent at such office is currently Thomas L. Mattix.

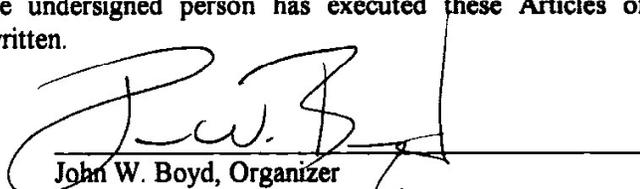
**ARTICLE III
Term of Existence**

The term of existence of the Company is perpetual, unless earlier dissolved in accordance with the Act or the Company's Operating Agreement as in effect from time to time hereafter.

**ARTICLE IV
Management**

The Company is to be managed by its Manager or Managers, in accordance with and with such powers, duties and liabilities as provided in the Company's Operating Agreement as in effect from time to time hereafter.

IN WITNESS WHEREOF, the undersigned person has executed these Articles of Organization as of the date first above written.


John W. Boyd, Organizer

This instrument prepared by John W. Boyd, Attorney-at-Law, JOHNSON, SMITH, PENCE, WRIGHT & HEATH, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204, (317) 634-9777.

233319/07/08/99

1999070425

4

APPROVED
AND
FILED
IND. SECRETARY OF STATE



STATE OF INDIANA
SECRETARY OF STATE

2002 SEP -9 10 33

To Whom It May Concern:

Heritage Crystal Clean, LLC move to it's current location approximately 4 years ago. On your web sight it still has our old address. Could we please get it changed to our current address. Our address is 3970 W. 10th St., Suite A Indianapolis, IN 46222.

Thank you for your assistance,

Cynthia Mares

Indiana Secretary of State
Packet: 1999070425
Filing Date: 09/09/2002
Effective Date: 09/09/2002

3970 West 10th Street, Indianapolis, IN 46222
317.486.2770 Phone 317.486.5087 Fax 800.827.7622 Toll Free



Indiana Secretary of State
Packet: 1999070425
Filing Date: 05/11/2010
Effective Date: 05/11/2010

APPROVED
AND
FILED

IND. SECRETARY OF STATE

RECEIVED
CORPORATIONS DIV.
10 MAY 11 AM 11:39

**RESTATED
ARTICLES OF ORGANIZATION
OF
HERITAGE-CRYSTAL CLEAN, LLC**

These Restated Articles of Organization of **Heritage-Crystal Clean, LLC** (the "Company"), dated January 3, 2010, are being duly executed and filed by the undersigned pursuant to § 23-18-2-6 of the Indiana Business Flexibility Act, as amended (the "Act"):

**ARTICLE I
Name**

The name of the Company is **Heritage-Crystal Clean, LLC**.

**ARTICLE II
Registered Office and Agent**

The street address of the Company's registered office in the State of Indiana at the time of filing these Restated Articles of Organization is 5400 W. 86th Street, Indianapolis, Indiana 46268, and the name of its registered agent at such office is currently Thomas L. Mattix.

**ARTICLE III
Term of Existence**

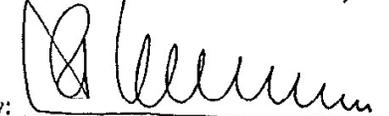
The term of existence of the Company is perpetual, unless earlier dissolved in accordance with the Act or the Company's Operating Agreement as in effect from time to time hereafter.

**ARTICLE IV
Management by Member**

The Company is to be managed by its Member or Members, in accordance with and with such powers, duties and liabilities as provided in the Company's Operating Agreement as in effect from time to time hereafter.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed these Restated Articles of Organization as of the date first written.

HERITAGE-CRYSTAL CLEAN, INC.

By: 
Joseph Chalhoub, President/CEO

State of Indiana
Office of the Secretary of State

CERTIFICATE OF RESTATEMENT

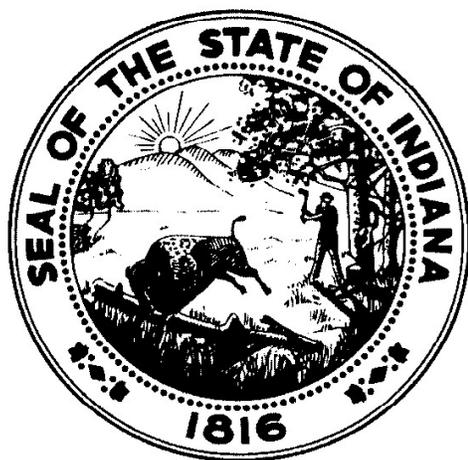
of

HERITAGE-CRYSTAL CLEAN, LLC

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Restatement of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

Indiana Secretary of State
Packet: 1999070425
Filing Date: 05/11/2010
Effective Date: 05/11/2010

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, May 11, 2010.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 11, 2010.

TODD ROKITA,
SECRETARY OF STATE

1999070425 / 2010051297376



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
HERITAGE-CRYSTAL CLEAN, LLC

Filing Information

Document Number	M02000002713
FEI/EIN Number	35-2083150
Date Filed	10/14/2002
State	IN
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	05/14/2010
Event Effective Date	NONE

Principal Address

2000 CENTER DRIVE
SUITE: EAST C300
HOFFMAN ESTATES, IL 60192-5005

Changed: 01/24/2023

Mailing Address

2000 CENTER DRIVE
SUITE: EAST C300
HOFFMAN ESTATES, IL 60192-5005

Changed: 01/24/2023

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGRM

HERITAGE-CRYSTAL CLEAN, INC
2000 CENTER DRIVE
SUITE: EAST C300
HOFFMAN ESTATES, IL 60192-5005

Title CEO

Recatto, Brian
2000 CENTER DRIVE
SUITE: EAST C300
HOFFMAN ESTATES, IL 60192-5005

Title CFO

DeVita, Mark
2000 CENTER DRIVE
SUITE: EAST C300
HOFFMAN ESTATES, IL 60192-5005

Title VP

Bruce, Ellie
2000 CENTER DRIVE
SUITE: EAST C300
HOFFMAN ESTATES, IL 60192-5005

Title VP, Operational, Safety & Environmental Excellence

Decina, Anita

2000 CENTER DRIVE
SUITE: EAST C300
HOFFMAN ESTATES, IL 60192-5005

Annual Reports

Report Year	Filed Date
2021	04/27/2021
2022	04/07/2022
2023	01/24/2023

Document Images

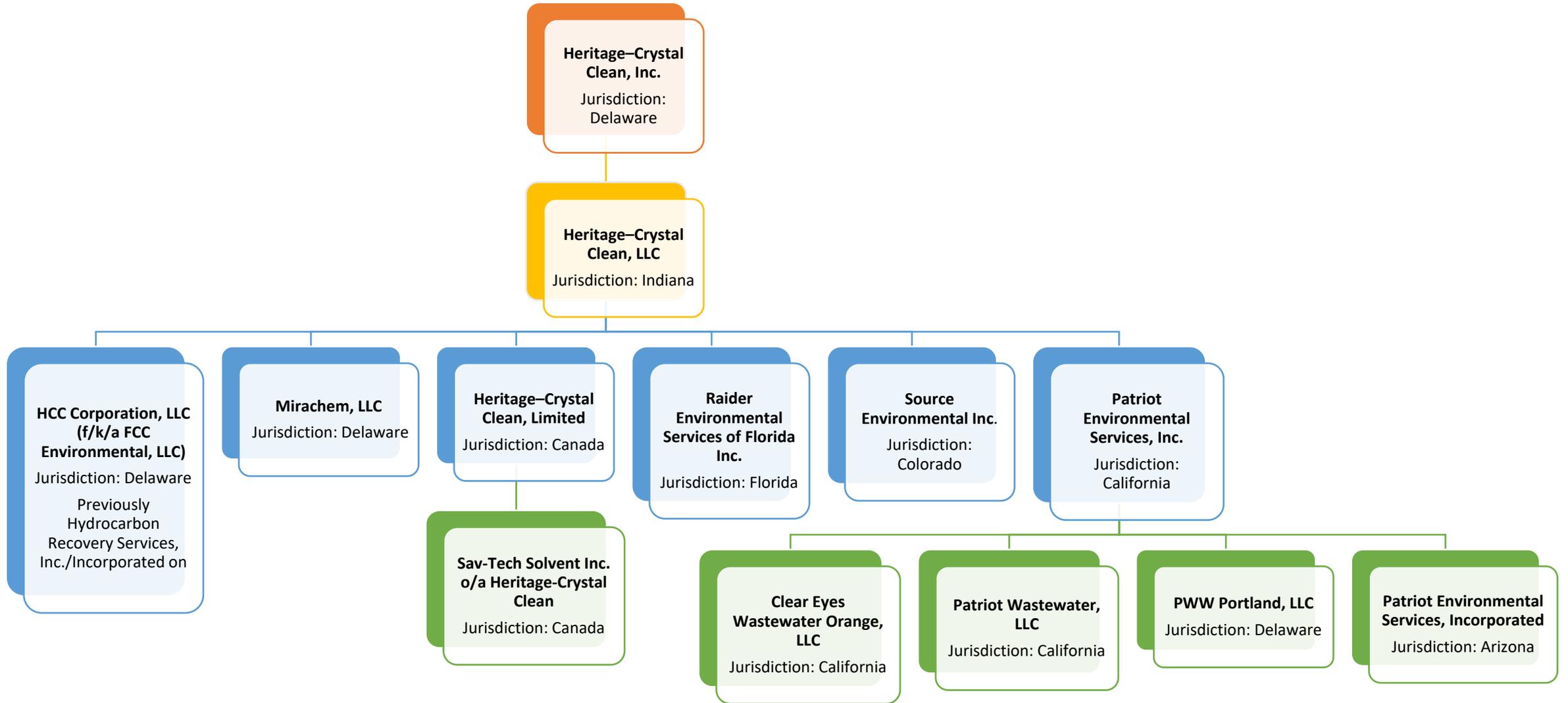
01/24/2023 -- ANNUAL REPORT	View image in PDF format
04/07/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
04/06/2020 -- ANNUAL REPORT	View image in PDF format
04/10/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/25/2013 -- ANNUAL REPORT	View image in PDF format
04/26/2012 -- ANNUAL REPORT	View image in PDF format
04/22/2011 -- ANNUAL REPORT	View image in PDF format

Page 29 of 165

05/14/2010 -- LC Amendment	View image in PDF format
04/09/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/08/2008 -- ANNUAL REPORT	View image in PDF format
03/08/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
03/10/2005 -- ANNUAL REPORT	View image in PDF format
09/23/2004 -- ANNUAL REPORT	View image in PDF format
08/14/2003 -- ANNUAL REPORT	View image in PDF format
10/14/2002 -- Foreign Limited	View image in PDF format



SECTION E
Acquired Businesses and Corporate
Structure



Section E – Heritage-Crystal Clean, LLC – Assets Acquired Last 5 Years

Date	Activity	Description
5/2/2018	Products Plus, Inc., AO Holding Company-Kansas City, LLC, Thomas E Ayers II, and Timothy B. O'Reilly	<p style="text-align: center;">ASSET TRANSACTION</p> Collecting and recycling used anti-freeze, distributing windshield washer fluid, and providing other environmental services under the name "Products Plus, Inc" for \$5.9MM
6/5/2018	Kurt Lanse D/B/A Hot Tank Supply Company	<p style="text-align: center;">ASSET TRANSACTION</p> Servicing and renting parts washers and hot tanks and chemical sales and waste removal/disposal, and providing other environmental services under the name "Hot Tank Supply Company" for \$680,000
1/11/2019	GlyEco, Inc.	<p style="text-align: center;">ASSET TRANSACTION</p> A Nevada corporation, in the business of route antifreeze collection and re-distillation under the name "GlyEco", for \$1.417MM
2/1/2019	Merrill's, Inc. D/B/A W.S. Supplies	<p style="text-align: center;">ASSET TRANSACTION</p> An Iowa corporation, in the business of servicing and renting paint gun washers and chemical sales and waste removal/disposal and providing other environmental services for \$500,000
3/22/2019	Brant R. Hill and All Valley Disposal Inc.	<p style="text-align: center;">ASSET TRANSACTION</p> A California corporation, in the business of collection and disposal of containerized wastes, used oil, vacuum services material and providing other environmental services for \$800,000
10/7/2019	California Environmental & Litho, Inc.	<p style="text-align: center;">ASSET TRANSACTION</p> A California corporation, in the business of collection and disposal of containerized wastes and other environmental services for \$548,000.
12/30/2019	Mirachem, LLC	Purchased remaining interest from Quatix, LLC

3/10/2020	Gro America, LLC	<p>ASSET TRANSACTION</p> <p>A Michigan Limited Liability Company collection and disposal of containerized wastes and other environmental services for \$10,128,610.73</p>
8/24/2021	Bakersfield Transfer, Inc. and Cole's Services, Inc.	<p>ASSET TRANSACTION</p> <p>A California corporation, in the business of the transfer treatment and storage of hazardous waste for \$12,000,000</p>
9/14/2021	Raider Environmental Services of Florida, Inc.	<p>STOCK TRANSACTION</p> <p>A Florida corporation in the business of used oil collection, processing and sale of recycled fuel oil, collection, receipt, treatment and disposal of wastewater, containerized hazardous and non-hazardous waste services for \$13,500,000</p>
9/27/2021	Source Environmental Inc. d/b/a AET Environmental, Inc.	<p>STOCK TRANSACTION</p> <p>A Colorado corporation in the business of providing waste management, industrial and regulatory service, including management, transport and disposal of hazardous and non-hazardous waste for \$20,500,000</p>
8/3/2022	Patriot Environmental Services, Inc.	<p>STOCK TRANSACTION</p> <p>A California corporation in the business of providing waste management, emergency response services, industrial and regulatory service, including management, transport and disposal of hazardous and non-hazardous waste for \$156,000,000</p>



SECTION F

Heritage-Crystal Clean, LLC (Crystal Clean) acquired Raider Environmental Services of Florida, Inc. (Raider) in September of 2021. Crystal Clean has been providing environmental services since 2000 through hazardous and non-hazardous containerized waste pickup and management, used oil collection, processing and sale of recycled fuel oil, and the collection, receipt, treatment, and disposal of oily water and nonhazardous water. Crystal Clean owns and operates its own centralized wastewater treatment plant and used oil processing facilities in Florida. These facilities offer our clients the added value of turning a portion of their waste into valuable commodities.

Crystal Clean expanded operations in Central and South Florida, when they purchased Raider. The Central Florida facility includes a state-of-the-art autoclave/sterilizer for treating Regulated Garbage, and Raider has also obtained a Cartage Agreement for USDA Regulated Garbage for that facility. Raider maintains Certificates of Adequacy (COAs) issued by the United State Coast Guard (USCG) as evidence that our facilities meet the requirement of the 1978 Protocol to the International Convention for the prevention of Pollution from Ships (MARPOL 73/78).

Crystal Clean has been providing ship waste solutions in Port Everglades, Port Canaveral and the Port of Miami for at least 2 years with Norwegian Cruise Line Holdings, Inc. and Royal Caribbean Cruises, Ltd (RCCL) We secured a long term contract exclusively with Norwegian for their entire fleet statewide to manage all of their oily sludge waste, hazardous, non-hazardous and universal waste, including USDA waste. We also service these entities in Port of Tampa from time to time.

We have been serving the ports in the Seattle Area since 2016 and are dedicated to serving the maritime industry in a sustainable and socially responsible way. We have always been a sustainable company by virtue of the environmental services we provide to our surrounding communities and customers. Our business's core value is in reusing, recycling, and re-refining materials which are put back into the supply chain. By providing premier, sustainable, and cost-effective services, we continue to protect the earth's resources and help the business world run cleaner.



SECTION H ***Affiliated Seaports***

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. **Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).**

If none, state "None" _____.

Seaport Port Canaveral Number of Years Operating at this Seaport 10 List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Royal Caribbean Cruise Lines	6 (4 were with Raider)
Norwegian Cruise Lines	10 (8 were with Raider)

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. **Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).**

If none, state "None" _____.

Seaport Port of Miami Number of Years Operating at this Seaport _____

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Norwegian Cruise Lines	Total of 10 (2 HCC with Raider)
Royal Caribbean Cruise Lines	Total of 4 (2 HCC with Raider)

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. **Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).**

If none, state "None" _____.

Seaport Port Everglades Number of Years Operating at this Seaport 4 List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Royal Caribbean Cruise Lines	4 - (2 were with HCC/Raider)



SECTIONS I and J ***Insurance***



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/16/2023

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Heritage-Crystal Clean, Inc. 2000 Center Drive Suite East C300 Hoffman Estates IL 60192 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Evanston Insurance Company		35378
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Nautilus Insurance Company		17370
	INSURER D: Ironshore Specialty Insurance Company		25445
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570102242487 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	IEPICB9067003	06/01/2023	06/01/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS 90		Y	AS2-641-445774-033	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			IEELCASB907C003 Per Occurrence	06/01/2023	06/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WA264D445774013 WC - AOS WC2641445774023 WC - WI	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <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
D	Contractors Pollution Liability			IEPICB9067003	06/01/2023	06/01/2024	Per Occurrence Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Broward County is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of Broward County in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies. The Excess Liability policies are excess of and provide additional limits to the General Liability, Contractors' Liability, Auto Liability, and Employers Liability policies, per terms and conditions of the Excess policies.

CERTIFICATE HOLDER **Norma Dmytriw** Digitally signed by **Norma Dmytriw**

Should any of the ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Date: **2023-10-18** 12:24:55 04'00"

Broward County
1850 Eller Drive
Fort Lauderdale FL 33315 USA

Aon Risk Services Central, Inc.

Holder Identifier : ACEFG
Certificate No : 570102242487

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Heritage-Crystal Clean, Inc.	
POLICY NUMBER See Certificate Number: 570102242487		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570102242487	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
C				FFX203493212	06/01/2023	06/01/2024	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000
	OTHER							
A	Environmental site Liability			MKLV3ENV101867	06/01/2020	06/01/2025	Occ/Agg.	\$10,000,000



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 15

Policy Number: IEPICB9067003
Insured Name: Heritage-Crystal Clean, Inc

Effective Date of Endorsement: June 01, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL INSURED(S) PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Where Required by Written Contract

- A. **SECTION II – WHO IS AN INSURED**, Paragraph 4.e. is amended to specify the entity indicated in the Schedule above as:
- e. Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage, or personal and advertising injury** caused, in whole or in part, by your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:
 - (1) A vendor is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
 - (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
 - (b) Arising out of any express warranty unauthorized by you;
 - (c) Arising out of any physical or chemical change in the product made intentionally by the vendor;
 - (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
 - (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

Page 43 of 165 Page 43 of 165
 (f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or

(g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(2) A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:

(a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or

(b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

(3) The insurance afforded to such additional insured only applies to the extent permitted by law.

(4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. **SECTION IV – CONDITIONS**, Condition **18. Other Insurance**, Paragraph **a.** is amended to specify the entity indicated in the Schedule above as a person or organization you agreed to insure and we will not seek contributions from any such other insurance issued to such person or organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 14

Policy Number: IEPICB9067003
Insured Name: Heritage-Crystal Clean, Inc

Effective Date of Endorsement: June 01, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED ENTITY -
WAIVER OF RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Designated Person(s) Or Organization(s)
Where Required by Written Contract

SECTION IV – CONDITIONS, Paragraph 22. Transfer of Rights of Recovery Against Others to Us, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



SECTIONS K AND L

Heritage Crystal Clean, LLC's 10K and Annual Report show our Financial Responsibility. You can get links to these documents Here: <https://www.crystal-clean.com/investor-relations/financial-releases/>

Reviewed and approved by the Division of Finance, Port Everglades.



SECTION M ***Financial Assurance***

Provided a Security Deposit in the amount of \$20,000 in lieu of Bond



SECTION N ***Equipment***



Equipment List and Records

33CFR 154.1035(e)(3) - Quantity, Type and Location of Containment Equipment

HCC has access to and the ability to deploy all the materials required for spill clean-up. Time limits for a response in Port Everglades is 90 minutes, time limits for a response at the Port of Miami or the Miami River is 90 minutes. HCC maintains Spill Trailers at it's Opa-Locka Facility.

HCC Vehicle Number	Year	Vehicle Description	Capacity
899463	2002	Kenworth Tractor	Not Applicable
510092	2000	Peterbilt Tractor	Not Applicable
*100676	1976	Tanker (Butler)	8,000 Gallons
*F14742	2004	Tanker (Heil)	7,000 Gallons
198028	2007	Kenworth Tractor	Not Applicable
*950271	1979	Tanker (Heil)	9,000 Gallons
*G51558	1981	Tanker (Heil)	8,200 Gallons
501410	2000	Peterbilt Vac Truck	4,000 Gallons
847784	2005	Peterbilt Vac Truck	4,000 Gallons
*004201	2009	LBT Semi Trailer Tank	9,000 Gallons
*005702	1997	Tanker (Frue)	9,000 Gallons
*000702	2009	Tanker (LBT)	9,000 Gallons
*003301	2009	Tanker (LBT)	9,000 Gallons
*001301	2008	Tanker (LBT)	9,000 Gallons
002698	2007	Mack Vacuum Truck	4,400 Gallons
*003115	1987	Trailmaster Tanker Trailer	9,200 Gallons
*002308	1988	Youngs Tanker Trailer	9,200 Gallons
*011010	1987	Fruehauf Tanker Trailer	9,200 Gallons
*003171	1996	Trailmaster Tanker Trailer	9,200 Gallons
179859	2018	Kenworth Tractor	Not Applicable
187736	2018	Kenworth Tractor	Not Applicable
187737	2018	Kenworth Tractor	Not Applicable
187738	2018	Kenworth Tractor	Not Applicable
*625714	1979	Fruehauf Tanker Trailer	9,200 Gallons
*H67794	2004	Heil Tanker Trailer	9,200 Gallons
*003097	1986	Trailmaster Tanker	9,000 Gallons
874734	2005	Peterbilt Tractor	Not Applicable



874736	2005	Peterbilt Tractor	Not Applicable
HCC Vehicle Number	Year	Vehicle Description	Capacity
874730	2005	Peterbilt Tractor	Not Applicable
874729	2005	Peterbilt Tractor	Not Applicable
*A14796	1980	PTTI Tanker Trailer	9,200 Gallons
006994	2006	Mack Tractor	Not Applicable
012312	2006	Mack Tractor	Not Applicable
011653	2006	Mack Tractor	Not Applicable
362128	2013	Kenworth Tractor	Not Applicable
362132	2013	Kenworth Tractor	Not Applicable
362133	2013	Kenworth Tractor	Not Applicable
362137	2013	Kenworth Tractor	Not Applicable
192169	2018	Kenworth Tractor	Not Applicable
007233	1990	Mack Tractor	Not Applicable
*H56830	1995	Heil Tanker	8,000 Gallons
*001098	1993	Custom Tanker	9,200 Gallons
*151629	2018	Drag Master Utility Tanker	6,300 Gallons
*151632	2018	Drag Master Utility Tanker	6,300 Gallons
*151633	2018	Drag Master Utility Tanker	6,300 Gallons
*151634	2018	Drag Master Utility Tanker	6,300 Gallons
*151635	2018	Drag Master Utility Tanker	6,300 Gallons
*151636	2018	Drag Master Utility Tanker	6,300 Gallons
*151637	2018	Drag Master Utility Tanker	6,300 Gallons
*151638	2018	Drag Master Utility Tanker	6,300 Gallons
*151639	2018	Drag Master Utility Tanker	6,300 Gallons

*6,000 gallons is the maximum allowed volume to be transported by 49 CFR 658.17 DOT Regulations.



SECTION 0

Broward County Business Tax Receipts



SECTION P

Safety Program Summary

At Crystal Clean, protecting our employees, customers, and others is of the utmost importance. Our goal is to give each employee the knowledge, capability, and personal responsibility to work safely every day. We promote this culture of safety by:

- Maintaining a Sharepoint database library for Environmental, Health, and Safety Field Documents that provides our most updated transportation, safety, and environmental programs. **Please see the attached PDF printout of the general safety programs currently listed in the Sharepoint database library.**
- Maintaining a substance abuse policy – see attached.
- Educating employees, initially at hire and annual thereafter, through a customized online training platform (Crystal Clean Online University). We will be happy to provide examples of the output of this training platform upon request.
- Ongoing field education by manager-led safety meetings (Weekly Red Zone Meetings) where recent incidents, near misses, and relevant topics are discussed.
- Engaging employees through our safe behavior program that promotes identification and reporting of workplace hazards at our facilities, in our trucks, at customer locations, and within the community so concerns can be promptly addressed.
- Empowering employees to use their Stop Work Authority if they believe a work process or environment is unsafe.

Over the past six years, we have seen a progressive reduction in annual Total Recordable Incident Rate (TRIR) of approximately 50%. We remain focused on developing strategies that give employees the knowledge and tools to work safely every day.

The following figure demonstrates Crystal Clean's TRIR reduction over a 10 year period.



By focusing on safety, our dedicated employees are able to deliver the highest level of environmental services while maintaining a hazard-free environment for our customers and the communities we work in.

We also hire with safety in mind. We have a stringent driver qualification process that ensures we send reliable, well-qualified employees to our customers' businesses. Our training and driver safety programs further guarantee we protect the well-being of our drivers, customers, and communities while on the road.

Our strong safe driving culture is reinforced by our "Safe Driver Pledge", in which employees annually pledge to operate their vehicles safely on and off the road. This initial, and routine, ongoing safety training ensures that your waste materials are in good hands. We are committed to minimizing risks on the road and in the communities that we live and work.

Crystal Clean is committed to ensuring that all employees return home safely to their friends and family at the end of the day.



SECTION Q

To the best of our knowledge, Crystal Clean has received or has pending the following citations, notices of violations, or fines from federal, state or local environmental regulatory agencies within the last 5 years:

SEE ATTACHED SPREADSHEET

ENVIRONMENTAL COMMITMENT:

Crystal Clean has grown to be a sustainable and viable business which provides innovative and high-quality solutions to our clients. Our mission values are the pillars on which we build the company's growth and are an expression to our customers, employees and ultimately society as a whole. We hope to continue bringing these values to Port Everglades and offer your clients added value by providing sustainable, responsible business solutions.

Our maritime work, along with our many wastewater treatment facilities, further helps accomplish our mission of protecting the Earth's resources by helping the business world run cleaner. “

NOV Date and Citation Date	Date of inspection	Location	Number	Agency	Violation/Action Name	Description	Status Text	\$ Penalty
11/19/2018		Pompano Beach (Ft Lauderdale)	WL18-00056HW06SED	FL DEP	Notice of Violation	Alleged SPCC, manifest and inspection violations	Signed Consent 2/24/19	\$ 3,840
4/11/2019		NY	CO o-201-9041-01	NY DEC	Notice of Violation	Alleged failure to add third party disposal sites to permit.	Order on Consent	\$ 1,500
7/26/2019		PA	WH10597	PA DEP	Notice of Violation	Failure to disclose enforcement actions within past 5 years	Administrative Close Out	None
8/2/2019	8/23/2019	Nashville, TN	UOP751028023	TN DSWM	Notice of Violation	Failed to have oil driver certifications on file	Violation corrected	None
4/9/2020	3/25/2020	Elgin, IL	L-2020-00059	IL EPA	Violation Notice	Generator records and reporting	5/29/20	None
4/13/2020		NY		NY DEC	Notice of Violation	Failed to notify of all disposal facilities used	Order on Consent	\$ 3,000
6/17/2020	6/17/2020 - self report	Brooks, KY	TSCA-04-2021-3201(b)	US EPA Region 4	Consent Agreement	Received and stored PCB waste without approval.	Consent Order	\$ 4,900
1/4/2021	8/28/2020	Harrisburg, PA	PAR000516039	PA DEP	Notice of Violation	Alleged failure to transport hazardous waste with manifest.	Responded	None
4/16/2021	Annual Report	NY		NY DEC	Notice of Violation	Alleged failure to add all receiving disposal facilities to permit.	Pending	
5/27/2021	Various 2020 reports	W 10th St, Indianapolis (Refinery)		IDEM	Violation Letter	Failure to collect samples	Closed	None
2/22/2022	1/20/2022	New Orleans	Docket No. CWA-06-2022-4806	EPA Region 6	Consent Agreement and Final Order	CWA - alleged failure to develop and implement SPCC and FRP	Consent Agreement and Final Order	\$ 36,400
3/22/2022	1/19/2022	Various		EPA, IDEM, LDEQ	Civil complaint	Alleged violations for failure to complete HW determinations, storage w/o permit, failure to control emissions, failure to maintain records, mgt of used oil, inadequate secondary containment, unmanifested HW shipments, failure to mark equip,	Pending	
4/11/2023	12/8/222	Customer location/NY	ILR000130062	NY DEC	Notice of Violation	Alleged manifest violations.	Responded 4/25/23	
5/10/2023	5/10/2023	PA	415870	PA DEP	Notice of Violation	Alleged failure to submit quarterly report.	Responded	



The .gov means it's official.
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.



The site is secure.
The [https://](#) ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.



Occupational Safety and Health Administration

[CONTACT US](#) | [FAQ](#) | [A TO Z INDEX](#) | [LANGUAGES](#)

Menu

[OSHA](#) | [STANDARDS](#) | [ENFORCEMENT](#) | [TOPICS](#) | [HELP AND RESOURCES](#) | [NEWS](#) | [CONTACT US](#) | [FAQ](#) | [A TO Z INDEX](#) | [LANGUAGES](#)

Inspection Detail

Case Status: CLOSED

Inspection: 1633223.015 - Heritage-Crystal Clean Llc

Inspection Information - Office: Michigan Safety Gen

Inspection Nr: 1633223.015

Report ID: 0552652

Date Opened: 11/09/2022

Site Address:

Heritage-Crystal Clean Llc
4039 W Columbia Ave
Battle Creek, MI 49015

Union Status: NonUnion

SIC:

NAICS: 562211/Hazardous Waste Treatment and Disposal

Mailing Address:

4039 W Columbia Ave, Battle Creek, MI 49015

Inspection Type: Complaint

Safety/Health: Health

Scope: Partial

Close Conference: 03/13/2023

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed: 03/15/2023

Related Activity

Type	Activity Nr	Safety	Health
Complaint	1870434		Yes

Case Status: CLOSED

[OSHA](#) | [Standards](#) | [Enforcement](#) | [Topics](#) | [Media Center](#) | [Contact Us](#)



U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

[White House](#)

[Benefits.gov](#)

[Coronavirus Resources](#)

[Disaster Recovery Assistance](#)

[DisasterAssistance.gov](#)

[USA.gov](#)

[Notification of EEO Violations](#)

[No Fear Act Data](#)

[U.S. Office of Special Counsel](#)

[Frequently Asked Questions](#)

[A - Z Index](#)

[Freedom of Information Act - OSHA](#)

[Read the OSHA Newsletter](#)

[Subscribe to the OSI IA Newsletter](#)

[OSHA Publications](#)

[Office of Inspector General](#)

[Freedom of Information](#)

[Disclaimers](#)

[Plug-Ins Used on DOL](#)

[Accessibility Statemen](#)

Connect With DOL



[Site Map](#)

[Important Website Notices](#)

[Privacy & Security Statement](#)



The .gov means it's official.
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.



The site is secure.
The [https://](#) ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.



Occupational Safety and Health Administration

[CONTACT US](#) | [FAQ](#) | [A TO Z INDEX](#) | [LANGUAGES](#)

Menu

[OSHA](#) | [STANDARDS](#) | [ENFORCEMENT](#) | [TOPICS](#) | [HELP AND RESOURCES](#) | [NEWS](#) | [CONTACT US](#) | [FAQ](#) | [A TO Z INDEX](#) | [LANGUAGES](#)

Inspection Detail

Case Status: CLOSED

Inspection: 1601621.015 - Heritage-Crystal Clean Llc

Inspection Information - Office: Michigan Safety Gen

Inspection Nr: 1601621.015

Report ID: 0552652

Date Opened: 05/25/2022

Site Address:

Heritage-Crystal Clean Llc
4039 W Columbia Ave
Battle Creek, MI 49015

Union Status: NonUnion

SIC:

NAICS: 562211/Hazardous Waste Treatment and Disposal

Mailing Address:

4039 W Columbia Ave, Battle Creek, MI 49015

Inspection Type: Complaint

Safety/Health: Health

Scope: Partial

Close Conference: 08/26/2022

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed: 08/30/2022

Related Activity

Type	Activity Nr	Safety	Health
Complaint	1870434		Yes

Case Status: CLOSED

[OSHA](#) | [Standards](#) | [Enforcement](#) | [Topics](#) | [Media Center](#) | [Contact Us](#)



U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

[White House](#)

[Benefits.gov](#)

[Coronavirus Resources](#)

[Disaster Recovery Assistance](#)

[DisasterAssistance.gov](#)

[USA.gov](#)

[Notification of EEO Violations](#)

[No Fear Act Data](#)

[U.S. Office of Special Counsel](#)

[Frequently Asked Questions](#)

[A - Z Index](#)

[Freedom of Information Act - OSHA](#)

[Read the OSHA Newsletter](#)

[Subscribe to the OSI IA Newsletter](#)

[OSHA Publications](#)

[Office of Inspector General](#)

[Freedom of Information](#)

[Disclaimers](#)

[Plug-Ins Used on DOL](#)

[Accessibility Statemen](#)

Connect With DOL



[Site Map](#)

[Important Website Notices](#)

[Privacy & Security Statement](#)



The .gov means it's official.

Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.



The site is secure.

The https:// ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.



Occupational Safety and Health Administration

[CONTACT US](#) | [FAQ](#) | [A TO Z INDEX](#) | [LANGUAGES](#)

Menu

[OSHA](#) | [STANDARDS](#) | [ENFORCEMENT](#) | [TOPICS](#) | [HELP AND RESOURCES](#) | [NEWS](#) | [CONTACT US](#) | [FAQ](#) | [A TO Z INDEX](#) | [LANGUAGES](#)

Inspection Detail

Case Status: CLOSED

Inspection: 1386268.015 - Heritage-Crystal Clean, Llc

Inspection Information - Office: Atlanta West

Inspection Nr: 1386268.015

Report ID: 0418200

Date Opened: 03/21/2019

Site Address:

Heritage-Crystal Clean, Llc
6140 Purdue Drive Sw Suite A
Atlanta, GA 30336

Union Status: NonUnion

SIC:

NAICS: 562112/Hazardous Waste
Collection

Mailing Address:

6140 Purdue Drive Suite A, Atlanta, GA
30336

Inspection Type: Unprog Other

Safety/Health: Safety

Scope: Partial

Close Conference: 03/21/2019

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed: 07/01/2019

Related Activity

Type	Activity Nr	Safety	Health
Referral	1410481	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations						

Initial Penalty Page 62 of 165	\$6,819	\$0	\$0	\$0	\$0	\$6,819
Current Penalty	\$0	\$0	\$0	\$0	\$0	\$0
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Serious	19100037 A03	06/03/2019		\$6,819	\$6,819	\$0		I - Informal Settlement

[OSHA](#) |
 [Standards](#) |
 [Enforcement](#) |
 [Topics](#) |
 [Media Center](#) |
 [Contact Us](#)



U.S. DEPARTMENT OF LABOR

Occupational Safety and Health
Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

FEDERAL GOVERNMENT

- [White House](#)
- [Benefits.gov](#)
- [Coronavirus Resources](#)
- [Disaster Recovery Assistance](#)
- [DisasterAssistance.gov](#)
- [USA.gov](#)
- [Notification of EEO Violations](#)
- [No Fear Act Data](#)
- [U.S. Office of Special Counsel](#)

OCCUPATIONAL SAFETY & HEALTH

- [Frequently Asked Questions](#)
- [A - Z Index](#)
- [Freedom of Information Act - OSHA](#)
- [Read the OSHA Newsletter](#)
- [Subscribe to the OSHA Newsletter](#)
- [OSHA Publications](#)
- [Office of Inspector General](#)

ABOUT THE SITE

- [Freedom of Information Act](#)
- [Disclaimers](#)
- [Plug-Ins Used on DOL.gov](#)
- [Accessibility Statement](#)

Connect With DOL



[Site Map](#) |
 [Important Website Notices](#) |
 [Privacy & Security Statement](#)



Florida Department of Environmental Protection

Hazardous Waste Facilities Search Results

Selection Criteria for This Handler Search:

EPAID: % ; **Name:** %HERITAGE-CRYSTAL CLEAN, LLC ; **Address:** % ; **City:** % ; **County:** %

For Facility Data Links:

Activities -- provides a list of RCRA compliance activities and violations.

Mapping in GIS -- this opens a **[NEW IMPROVED]** GIS mapping tool focused on the facility.

Documents -- this provides a list of electronic documents available online.

Error Reporting -- send us feedback to address data errors.

County Verification -- County or RPC verification of Facility and Waste for this site.

For a Generator Status History:

click on the **Status**. - **NNOT** indicates a facility is a Non-Notifier and may not have been issued the associated EPAID - **Check with DEP before using that EPAID!**

[Legend of Status Types](#)

EPA ID	Name	County	Address	Contact	Status	As of	Data Links
--------	------	--------	---------	---------	--------	-------	------------

Search has retrieved 0 Facilities

Legend of Status Types:

- LQG - Large Quantity Generator
- SQG - Small Quantity Generator
- CES - Conditionally Exempt Small Quantity Generator
- UOT - Used Oil Transporter
- TRA - Hazardous Waste Transporter
- TSD - Treatment/Storage/Disposal Facility
- CLO - Closed
- NHR - Non-Handler of Hazardous Waste



Search County Government

[Home](#) | [County Commission](#) | [Doing Business](#) | [Visiting](#) |

ENVIROS

Enforcement Action Advanced Search

No information was found matching your selection criteria. Please try again.

Enforcement Action Number:

House Number:

To:

Street:

(All) ▼

(All) ▼

Direction

Street Name

Street Type Suite

City:

(All)

▼

Zip:

(All) ▼

Section:

(All) ▼

Township: (All) ▼

▼

Range: (All) ▼

▼

Respondent:

Heritage Crystal Clean, LLC

[Help on this page](#)
Screen ID: 234



- [Contact Us](#)
- [Comments and Suggestions](#)
- [Report a Complaint](#)
- [Site Map](#)

- [Broward.org](#)
- [Terms of Use](#)
- [Subscribe](#)

Stay Connected





SECTION R

Crystal Clean has obtained and continues to possess and maintain all of the necessary permits required to perform various environmental services, including USDA Regulated Garbage in Port of Tampa, Port Canaveral, Port of Miami and Port Everglades. With the licenses and permits to conduct business in Port Everglades, Crystal Clean has engaged in a long term contract and commitment with Royal Caribbean Group, Ltd. (RCGL). Maintaining our Port Everglades Franchise will continue to enhance the opportunity to further develop new business activity and provide an additional option for cargo ships and port agents assisting the occasional cruise ship(s) with a much quicker, efficient and more importantly, a small carbon footprint inside the environmentally sensitive area around Port Everglades. By sustaining our Port Everglades Franchise this will continue to provide another vendor in the port for their environmental needs while providing an additional approved Port Reception Facility for MARPOL 73/78 Annex I.

It is our goal to not only service Norwegian and RCGL, but to continue to offer the oily waste water removal and other environmental services to the port agents that service cargo and smaller cruise line vessels. We intend to reduce the carbon footprint inside Port Everglades and any other industrial clients that reside inside Port Everglades. With all of the permits that we currently have and future permits that we are in the process of obtaining, we become not just another option, but an attractive vendor that can self-perform all of the services that can be available in Port Everglades as a MARPOL 73/78 Port Reception Facility for Annex I – VI.



SECTION S

We have submitted our Name Change Information to the United States Coast Guard for review.

Mobile Transfer Facility Manuals have been created for each Florida Coast Guard Sector in which Crystal Clean Operates. The following is an excerpt from introduction of each of the Mobile Transfer Facility Manuals.

33 CFR 154.1035(a) – Heritage – Crystal Clean, LLC (HCC) is located at 4103 North West 132nd Street, Opa-Locka, FL 33054. The telephone number is (305) 994-9949 and the fax number is (305) 681-6175.

33 CFR 154.1035(a)(1) - Geographic Location of HCC Collection & Transfer Facility: HCC mobile transfer facilities operate within the COTP Miami Zone. Wastes that are collected are transferred to the HCC Facility located in Opa-Locka, Florida. The Opa-Locka Facility is a licensed waste oil collection and processing facility.

The street address of our Opa-Locka facility is:

HCC Miami WWTF 305-994-9949

4103 NW 132nd Street 877-316-0633

Opa-Locka, FL. 33054 305-681-6175 (Fax)

Longitude: 80W 15' 56.9"

Latitude: 25 · 53' 36.8"

33CFR 154.1035(a)(2) – Physical Description of the Mobile Transfer Facility

This manual is for mobile transfer facilities. Mooring areas, transfer locations and other related site-specific requirements vary with each transfer. However, when doing a mobile transfer with a vessel, before signing a Declaration of Inspection, the PIC will verify that the appropriate safety precautions are taken prior to commencement of any transfer operations.

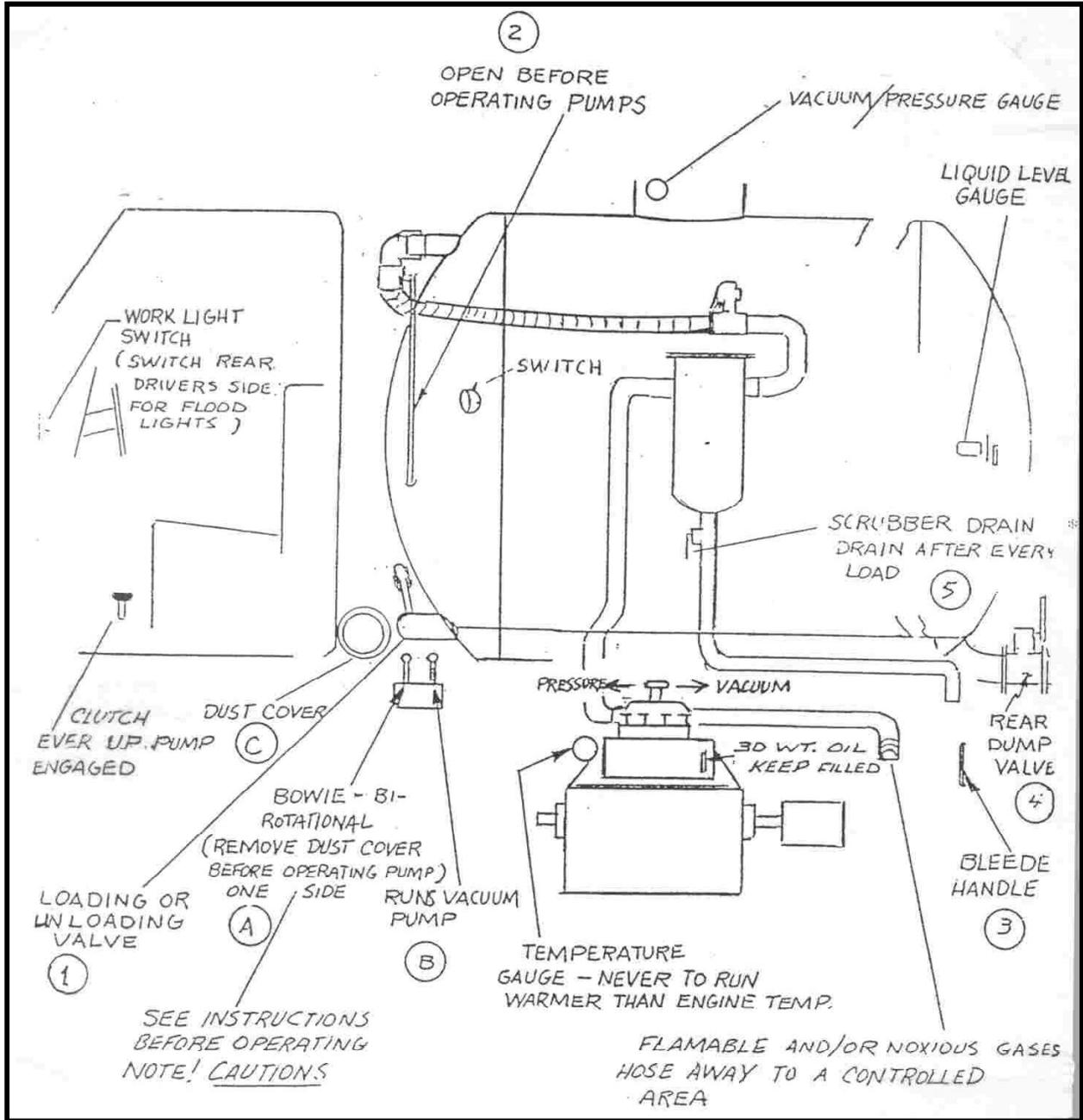
Crystal Clean has three vehicle types in its fleet, which may be used in mobile transfers. They are: vacuum trucks, semi-tractor trailers and frac tanks. The vac trucks use onboard vacuum pumps to draw oils and oily wastes into their tanks, the semi-trailer tankers receive oils and oily wastes when pumped from the vessel. The frac tanks are units used to store large volumes of oils and oily wastes for the vacuum trucks and/or semi-tractor trailers to draw from. A photo of each type is provided below. Also included is an instruction sheet showing the proper operation controls for the vacuum trucks.





Crystal Clean utilizes several semi-trailers, as depicted above, to off-load oily bilge water and waste-waters from vessels. These tankers have sorbents, and related spill gear and a fire extinguisher located in the under carriage compartment near the middle of the tank.

33CFR 154.1035(a)(2) - Vacuum unit instruction sheet





MOBILE TRANSFER FACILITY RESPONSE PLAN MIAMI

This Response Plan meets the requirements of 33 CFR 154.



MANAGEMENT STAFF

Qualified Individuals (QI):	Alternate Qualified Individuals (AQI):
Kevin McIntyre (Facility Manager) – Mulberry facility manager – QI Tampa and Canaveral	Tony Piotrowski – Director of WWTF Operations – Florida Ed Goodchild – Tampa Operations Facility Manager Therodges Greene – North Florida Transportation Manager
Robert Gonzalez South Florida Transportation Manager – QI Miami and Everglades	Rick Smith – Florida Business Development Manager

24-Hour Emergency Contact Phone Number – CHEMTREC: 800-424-9300 “1”

TABLE OF CONTENTS:



MOBILE TRANSFER FACILITY RESPONSE PLAN

CODE OF FEDERAL REGULATION	PAGE #	TOPIC
33 CFR 154.1030(b)(1)	5	<i>(Introduction and Plan Contents)</i>
33 CFR 154.1035(a)	6	<i>(Facility Information)</i>
33 CFR 154.1035(a)(1)	6	<i>(Facility Geographic Location)</i>
33 CFR 154.1035(a)(2)	6	<i>(Physical Description of MTF)</i>
33 CFR 154.1035(a)(3)	9	<i>(Facility Owner/Operator Contact Info)</i>
33 CFR 154.1035(a)(6)	9	<i>(Record of Changes)</i>
33 CFR 154.1035(b)(1)	10	<i>(Spill Reporting Procedures)</i>
33 CFR 154.1035(b)(1)(ii)	10	<i>(Information of Discharge)</i>
33 CFR 154.1035(b)(2)	13	<i>(Average Most Probable Discharge)</i>
33 CFR 154.1035(b)(3)	16	<i>(Spill Management Team)</i>
33 CFR 154.1035(b)(4)	17	<i>(Sensitive Areas)</i>
33 CFR 154.1035(b)(5)	18	<i>(Disposal Plan Requirements)</i>
33 CFR 154.1050(a)	18	<i>(Training & Exercises)</i>
29 CFR 1910.120.		
33 CFR 154.1055(a)		
33 CFR 154.1035(d)	22	<i>(Plan Review & Update Procedures)</i>

Appendix A - Facility Specific Information

Appendix B - Safety Data Sheets

Appendix C - List of Contacts

Appendix D - Equipment List and Records

Appendix E - Communication Plan - Steps for Port Emergencies and Reporting
Incidents

Appendix F - Site Safety Plan

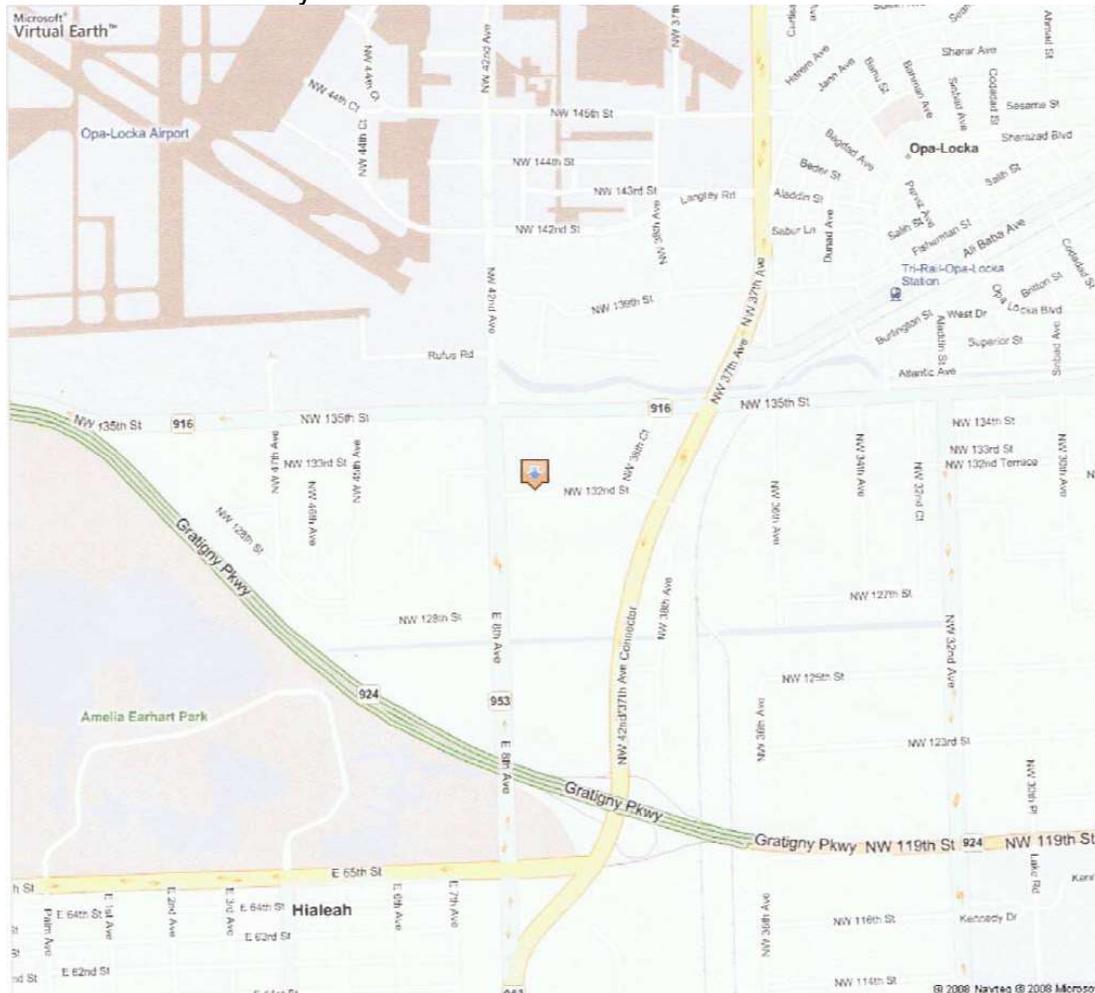
Appendix G - Sensitive Area Maps

Appendix H - List of Acronyms and Definitions

Appendix I - OSRO Contracts



33 CFR 154.1030(b)(1) – Heritage – Crystal Clean, LLC (HCC) is located at 4103 NW 132nd Street, Opa-Locka, FL 33054 on 1.22 acres of land in Miami-Dade County. The location of the Facility is shown below.



The facility is fully permitted, registered and licensed with County, State and Federal regulatory agencies for the processing, bulking, treatment and disposal of used oil and the following non-hazardous wastes:

- Petroleum contact water (PCW), oily sludge, oily water and industrial wastewater
- Used oil filters; and
- Solid wastes

The following document constitutes a Mobile Facility Response Plan in compliance with 33 CFR 154.1030 that incorporates contents from 33 CFR 154.1035 as required by United States Coast Guard to operate as a mobile transfer facility within the United States Coast Guard COTP Miami Zone.



33 CFR 154.1035(a) – Heritage – Crystal Clean, LLC (HCC) is located at 4103 North West 132nd Street, Opa-Locka, FL 33054. The telephone number is (305) 994-9949 and the fax number is (305) 681-6175.

33 CFR 154.1035(a)(1) - Geographic Location of HCC Collection & Transfer Facility:

HCC mobile transfer facilities operate within the COTP Miami Zone. Wastes that are collected are transferred to the HCC Facility located in Opa-Locka, Florida. The Opa-Locka Facility is a licensed waste oil collection and processing facility.

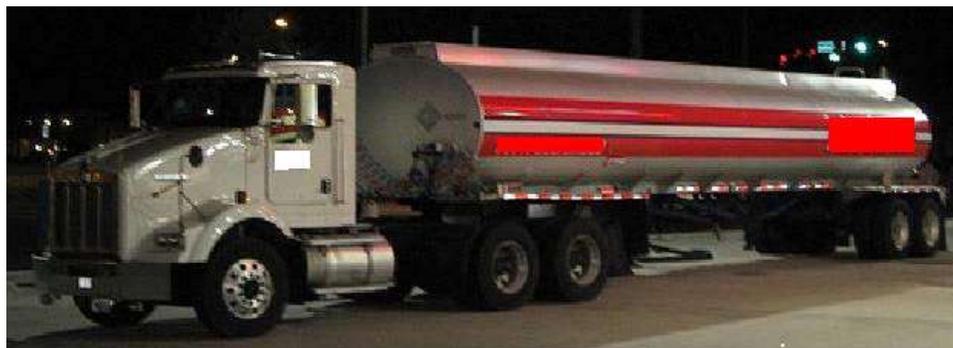
The street address of our Opa-Locka facility is:

HCC Miami WWTF	305-994-9949
4103 NW 132 nd Street	877-316-0633
Opa-Locka, FL. 33054	305-681-6175 (Fax)
Longitude:	80W 15' 56.9"
Latitude:	25N 53' 36.8"

33 CFR 154.1035(a)(2) – Physical Description of the Mobile Transfer Facility

This Manual is for mobile transfer facilities. Mooring areas, transfer locations and other related site-specific requirements vary with each transfer. However, when doing a mobile transfer involving a vessel, before signing a Declaration of Inspection, the Person in Charge (PIC) will verify that the appropriate safety and environmental precautions are taken prior to commencement of any transfer operations.

HCC has three vehicle types in its fleet which may be used in mobile transfers. They include vacuum trucks, semi-tractor trailers, and frac tanks. The vacuum trucks use onboard vacuum pumps to draw oils and oily wastes into their tanks. The semi-trailer tankers receive oils and oily wastes when pumped from a vessel. The frac tanks are units used to store large volumes of oils and oily wastes for the vacuum trucks and/or semi-tractor trailers to draw from. A photo of each type is provided below. Also included is an instruction sheet showing the proper operation controls for the vacuum trucks.





HCC utilizes several semi-trailers, as depicted above, to off-load oily bilge water and wastewaters from vessels. These tankers have sorbents and related spill equipment and a fire extinguisher located in the under-carriage compartment near the middle of the tank.

Shown below is a typical frac tank.

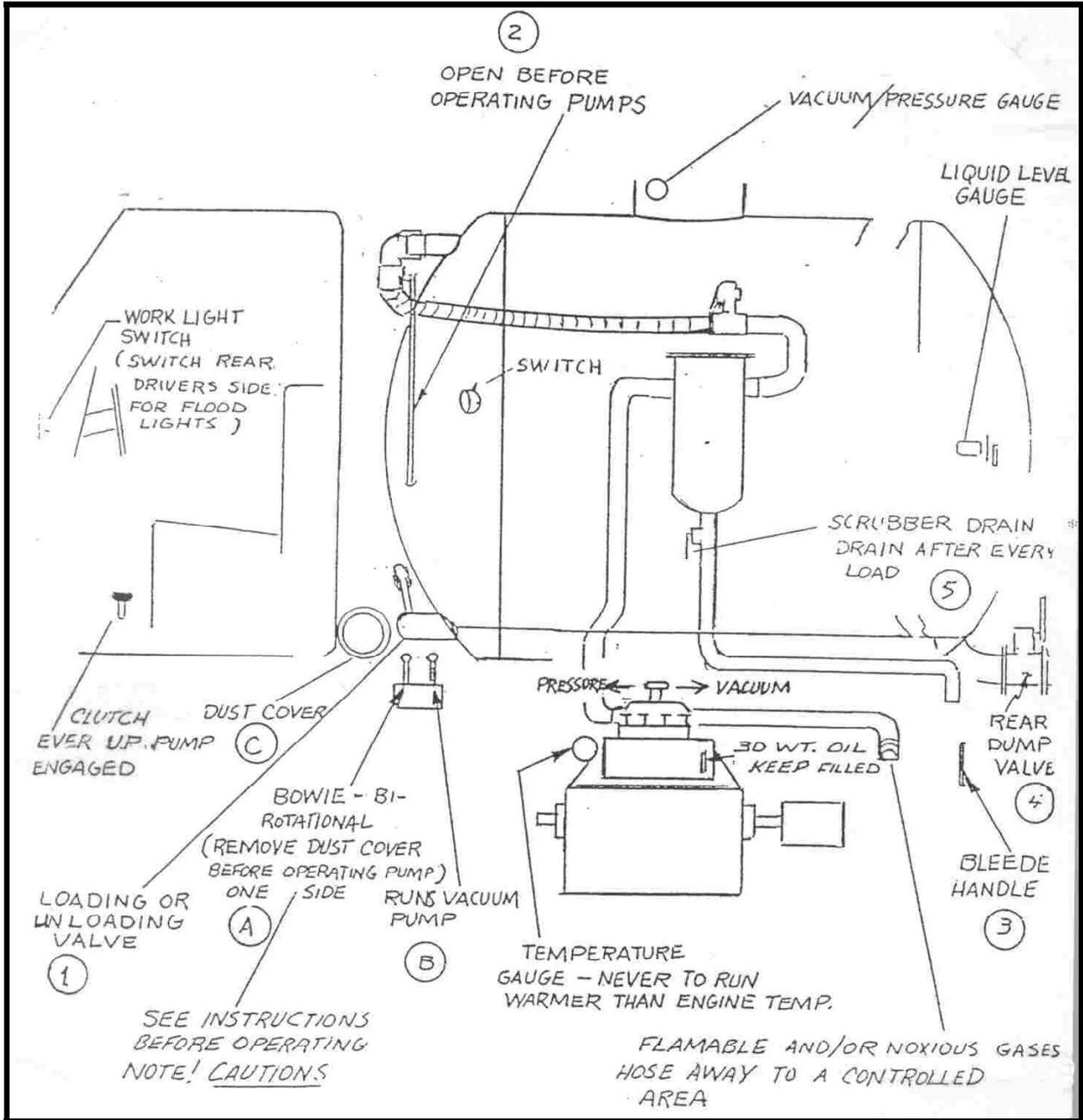


Shown below is a typical vacuum truck.





33 CFR 154.1035(a)(2) - Vacuum unit instruction sheet





33 CFR 154.1035(b)(1) – Spill Reporting Procedures: (Notification Procedures)

See Appendix E for internal and external reporting requirements.

33 CFR 154.1035(b)(1)(ii) – Information on Discharge

In the event of a discharge, report the following information:

1. Name, address, and phone number of person reporting the Incident.
2. Exact location of the spill.
3. Name, mailing address and telephone number of the responsible party.
4. Date and time the spill occurred.
5. Name of the material spilled
6. Estimated quantity spilled into coastal waters.
7. Source of spilled material.
8. Cause of spill (if known).
9. Containment and clean-up actions taken.

Immediate Steps for Drivers:

- A. Immediately notify the Vessel/Ship PIC to shut off the pump(s) – preferably using airhorn blast.
- B. Call 911 for FIRE, MEDICAL, or POLICE assistance.
- C. Contact Emergency Response Team using numbers in Appendix E.
- D. Dike off or boom liquids to prevent them from entering sewers, storm sewers or waterways. Follow Emergency Response Plan for further containment.

Emergency Response Plan:

This Emergency Response Plan is not all inclusive. Rather it is intended to provide a guide for appropriate actions in the event of a spill or release. The most important thing to remember is to remain calm and try to get the situation under control as soon as possible.

- A. DO NOT PANIC, REMAIN CALM. Examine your own condition first. If you or anyone with you is injured, immediately call for medical assistance.
- B. Assess the extent of rupture or damage to the vehicle or hoses. CLOSE OFF any valves, hatches or hose connections; secure out flow.
- C. Evaluate the degree of contamination to the environment and estimate



the number of gallons spilled.

- D. If possible, pump liquid back into the tank, even if the tank is ruptured. This will recycle the spilled oil to the truck's tank rather than spreading it onto the ground.
- E. Do your best to dike ahead of the spill or release to prevent oil and oily water from entering storm sewers and/or waterways.
- F. Along with the emergency information guidelines listed in this Manual, Figure 1 on the next page may be used to collect and report information on the discharge of material into the navigable waters of the United States.
- G. **Initial notification must not be delayed pending collection of all information.**



Figure 1

Information of Discharge Form

Reporting Party	
Name: Phone: Company: Position: Address:	
Suspected Responsible Party	
Name: Phone: Company: Organization Type: Private Citizen / Private Enterprise / Public Utility / Local Government / State Government / Federal Government Address: INITIAL NOTIFICATION MUST NOT BE DELAYED PENDING COLLECTION OF ALL INFORMATION NATIONAL RESPONSE CENTER 1-800-424-8802 Were Materials Discharged: (YES) (NO) Calling for Responsible Party: (YES) (NO)	
Incident Description (source and/or cause of the incident)	
Date & Time of the Incident: Incident Address/Location (Nearest City): Approximate Distance from City: Storage Tank Container Type: Above Ground (YES) (NO) Below Ground (YES) (NO) Unknown	
Facility Capacity	
Tank Capacity: Latitude Degrees: Longitude Degrees: Mile Post/River Mile:	
Materials	
Discharge Unit of Quantity: Measure: Discharged Material: Quantity in Water:	
Response Action (actions taken to correct or mitigate the incident)	
Impact	
Number of Injuries: Were there Evacuations: (YES) (NO) Was there any Damage: (YES) (NO)	Number Fatalities: Number Evacuated: Damage in Dollars:
Additional Information (any information about the incident not recorded in the report)	
Caller Notifications	
USCG / EPA / State / Other:	



33 CFR 154.1035(b)(2) – Average Most Probable Discharge

Average most probable discharge is 60 gallons.

Maximum most probable discharge is 600 gallons.

Worst-case discharge is 6,000 gallons.

Procedures for Facility Personnel to mitigate and prevent discharge resulting from transfers.

The United States Coast Guard Mobile Operations Manual provides a listing of PIC personnel for HCC.

PIC Duties When Transferring and Pumping:

Per 33 CFR154.710 all PICs must have 48 hours of transfer training. It shall be the responsibility of the PIC to monitor the condition of the hose connections and to ensure that no leaks or overflows occur. It is also mandatory that the PIC maintain physical presence in the vicinity of the truck. In the event of an emergency, the PIC should: shut down the operations, initiate containment actions and perform notifications prescribed in Appendix E.

The PIC must check that the length of hose is sufficient to accommodate any vessel movement within the limits of its moorings. Further, the PIC must ensure the hose is supported in a manner to prevent excessive strain on the hose couplings and that the hose has no kinks, loose connections, bulges, soft spots or cuts that penetrate the first layer of the hose reinforcement. It is the responsibility of the PIC to monitor the condition of the hose connections during the entire transfer evolution.

Each truck is equipped with portable 5-gallon drip pans for collecting any leakage that may occur at the hose connections. One of the portable drip pans is used at the truck hose connection, and a portable pan is deployed at hose connections between lengths of hose in the event that more than a single length of hose is employed. Any hose connections between hoses must be secured with tape or wire to prevent accidental opening or release. Further, HCC has retrofitted its tank trailers with cam-lock fittings at the hatch cover loading points to eliminate non-secure connections to the tanker during transfer operations. In addition, flexiboom is provided for use between the vessel and the dock. Flexiboom deployment instructions are included at the end of this manual.

Upon the completion of the operation and after the vacuum pump has been shut down, the hose should be drained back into the truck. After draining the hose line, the truck valve should then be closed and checked to assure closure. **The vessel-end of the hose must be retrieved before the hose end is disconnected and capped off.**



In the event that the delivering unit is not able to utilize its on-board pumping system; Transfer PIC will set up, operate and monitor an auxiliary pumping system. This system will consist of a portable auxiliary pump placed on-board the delivering unit. This auxiliary pumping system will be under the control of the HCC PIC. All other requirements for the Marine Cargo Transfer will remain in effect as per this Manual.

33 CFR 154.1035(b)(2)(II)

In the event of equipment failure or operational scenarios, procedures to address the actions needed to be taken to mitigate any discharge are addressed below:

Emergency Shutdown:

- (A) Should a failure of a manifold, mechanical loading arm, other transfer equipment or hoses occur during a transfer; the PIC must stop the flow within 30 seconds after an emergency occurs. Coast Guard rules and regulations stipulate that the Emergency Shutdown be capable of stopping the flow within 30 seconds after an emergency occurs. This can be done by turning the lever to the off position or. If available, pushing on the emergency plunger stop button provided by the vessel. Therefore, it is mandatory that during transfer operations the PIC maintains physical presence in the vicinity of the truck in order to shut down the operation. Clean up procedure will be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.
- (B) A tank overfill will initially be managed as stated in 33 CFR 154.1035 (b)(2)(ii)(A) of this plan. Containment of the product with absorbent pads and/or absorbent material will be used. Clean up procedure will be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.
- (C) A tank failure will initially be managed as stated in 33 CFR 154.1035 (b)(2)(ii)(A) of this plan. Containment of the product with absorbent pads and/or absorbent material will be used. Clean up procedure will be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.
- (D) Should the use of piping be utilized in a transfer and a rupture should occur the management of responding to the emergency will be followed as stated in 33 CFR 154.1035 (b)(2)(ii)(A) of this plan. Clean up procedure will



- be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.
- (E) HCC does not transfer flammable characteristic material, however, in the event that an explosion or fire should occur; or our vehicle experience an explosion or fire, the PIC will immediately grab one of the fire extinguishers from the tractor or tanker and will attempt to extinguish the fire. Should the fire or explosion be too large for the PIC to manage, the PIC will call 911 for assistance and contact the Emergency Response Team using numbers in Appendix E.
 - (F) In the event of equipment failure, the PIC must stop the flow within 30 seconds after an emergency occurs. Coast Guard rules and regulations stipulate that the Emergency Shutdown be capable of stopping the flow within 30 seconds after an emergency occurs. This can be done by turning the lever to the off position or. If available, pushing on the emergency plunger stop button provided by the vessel. Therefore, it is mandatory that during transfer operations the PIC maintains physical presence in the vicinity of the truck in order to shut down the operation. Clean up procedure will be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.

Immediate Steps for Drivers:

- A. Immediately notify the Vessel/Ship PIC to shut off the pump(s) – preferably using airhorn blast.
- B. Call 911 for FIRE, MEDICAL, or POLICE assistance.
- C. Contact Emergency Response Team using numbers in Appendix E.
- D. Dike off or boom liquids to prevent them from entering sewers, storm sewers or waterways. Follow Emergency Response Plan on page 10 for further containment.

SPILLS ON WATER:

Call for appropriate lengths of Booms and Sweeps to contain the spill. Until additional help arrives, use any materials available (such as tree branches, extension hoses or floatable materials) to prevent the spread of the oil. Skim oil into the truck if possible. Determine the direction of water flow and set booms to dam the oil until help arrives.

SPILLS ON PAVEMENT:

Call for Booms and Pads in quantities appropriate for the spill. Use booms to contain



the spill by wiping them in a circular motion. Use the truck's pump with skimmer to remove oil. If spill is too large for booms: A) call for sand and contain spreading of the oil by using sand to circle the spill. B) call for vac truck, steamer and backhoe. Remove oil-soaked sand onto plastic tarps and cover sand with additional tarps to prevent rain from spreading the oil. Steam or power-wash ground to remove residue.

SPILLS ON SOIL:

Call for earth moving equipment (loader, backhoe, dump truck) and sand. Determine direction of oil flow and excavate an area for the oil to flow into. Contain spill area with a sand berm. Pump liquid oils to the truck. Prepare a plastic tarp and sand berm on an area of clean ground. Remove oil-soaked soil to a tarp while making sure that the soil is contained by the tarp and berm. Have backhoe remove soil one foot below the surface or until visually clean. Call for additional assistance to remove the soil for treatment.

33 CFR 154.1035(b)(3) – Spill Management Team

In the event that is necessary to activate the Spill Management team, roles shall be filled as follows:

Command and Control: Kevin McIntyre – Company Qualified Individual
 Fernando Ferrer – Miami Facilities Manager
 Tony Piotrowski – Company 1st Alternate QI
 Rick Smith – Company 2nd Alternate QI

Operations: Opa Locka Facility Manager

Finance: HCC Chief Financial Officer – Corporate Office

Disposal: HCC Manager, Waste Approvals – Corporate Office

Logistics: Tony Piotrowski or Rick Smith – Maritime Sales Managers

Planning: Tony Piotrowski or Rick Smith – Maritime Sales Managers

Safety: HCC Environmental Compliance Manager – Corporate Office
 HCC Safety Compliance Manager – Corporate Office

Public Information: HCC Manager, Corporate Regulatory and ESG – Corporate Office

Notes:

1. Exact names of roles filled by Company Representative will be determined by the Operations Manager.
2. In the event there is a time delay in the arrival of the QI or Alternate QI, the Operations Manager shall assume Command and Control of entire response until arrival of QI.



The following are the duties of the Qualified Individual

- A. Activate internal alarms and hazard communication systems to notify all personnel.
- B. Notify all personnel, as needed.
- C. Identify the character, exact source, amount and extent of the release as well as the other items needed for notification.
- D. Notify and provide necessary information to the appropriate Federal, State and local authorities with designated response roles, including the National Response Center, State Emergency Response Commission and Local Emergency Planning Committee.
- E. Coordinate with the FOSC regarding clean-up operations via telephone (see Appendix E for contact numbers) or in person if on-scene.
- F. Assess the interactions of the discharged substance with water and/or other substances and notify personnel at the scene of the assessment.
- G. Assess the possible hazards to human health and the environment due to the release.
- H. Assess and implement prompt removal actions to contain and remove the substance released.
- I. Coordinate rescue and response actions as previously arranged with all response personnel.
- J. Use authority to immediately access company funding to initiate clean-up activities.
- K. Direct clean-up activities until properly relieved of this responsibility.

Granting Authority

The individuals designated as QI and alternate QI are authorized to commit the resources needed to carry out this plan.

33 CFR 154.1035(b)(4) – Sensitive Areas

Heritage – Crystal Clean, LLC also maintains a copy of the Area Contingency Plan (ACP) for the COTP Miami, Florida Zone at our office located at 4103 North West 132nd Street in Opa-Locka, FL. Annexes of the specific COTP Area Contingency Plans identify areas of economic importance and environmental sensitivity, which could be potentially impacted. Additionally, they provide the stated response strategy the COTP intends to use and expects spill clean-up organizations to follow. Heritage – Crystal Clean, LLC uses the Area Contingency Plan during its response to spills. As such, the ACP sensitive area maps (as well as supporting materials) (located in Appendix G) will be utilized by our response personnel in the event of a release and response effort.

Current copies of the area contingency plans are located at:

<https://erma.noaa.gov/gulfofmexico#/layers=3+482+491+16973+10717&x=-77.75407&y=24.71606&z=6.0&panel=layer>



In the event of a spill into navigable waters that would affect ACP sensitive areas, HCC would contact one of our OSRO companies, US Ecology, AOTC, or DES, to respond to the cleanup. US Ecology will be the primary OSRO in the Miami and St. Petersburg Sector, AOTC in Sector Jacksonville. See Appendix I for a complete list of equipment for each OSRO.

33 CFR 154.1035(b)(5) – Disposal Plan Requirements

Disposal of all recovered oil and contaminated material produced will be properly disposed of at a Licensed/Permitted Facility in accordance with all Federal, State and Local regulations and requirements.

The HCC Disposal Coordinator will handle all disposal issues.

Note: Place all used absorbent material in double, heavy gauge plastic bags. The disposal coordinator will have these bags picked up and disposed of at a licensed / permitted facility. Do not make bags (filled with contaminated soil/debris) heavier than approximately 40 pounds.

33 CFR 154.1035(c), 33 CFR 154.1050(a), 33 CFR 154.1055(a) and 29 CFR 1910.120 – Training & Exercises

All drivers for HCC have valid Class A or B drivers licenses (with Haz Mat endorsement) and are subject to random drug and alcohol testing per Federal and State regulations.

All personnel acting on behalf of HCC and specifically as a “Person in Charge”, undergo a comprehensive training program, including OSHA 29 CFR 1910.120 (40 hour course), consisting of the following:

1. Safety training; including first aid and procedures for notification in case of an accident, procedures in the usage and maintenance of personal protective gear; including the fit test of an assigned respirator and proper methods of handling hazardous materials.
2. Fire extinguishing procedures
3. Portable radio communication procedures
4. Hose connections and maintenance procedures.
5. Site safety procedures; including policy on health and safety, tail gate safety meetings and communication requirements.
6. Vehicle maintenance procedures and records.
7. Federal and State transportation requirements.
8. Hazardous waste management regulations; including manifesting products and chain of custody requirements.



9. Emergency response and spill containment procedures.

Operating personnel will be instructed in the proper operation and maintenance of equipment to prevent the discharge of oil and applicable pollution control rules and regulations.

Operating personnel will receive spill prevention briefings at intervals frequent enough to assure adequate understanding of this plan.

The training of all appropriate personnel in the prompt and effective response to an oil spill incident is an important aspect to Heritage – Crystal Clean, LLC oil spill preparedness. Training is intended to assure that all personnel clearly understand the contents of this plan and their respective roles. Personnel also receive periodic familiarization training on the plan and training commensurate with their responsibilities to prepare them in carrying out their job responsibilities in a prompt and efficient fashion.

Since Heritage – Crystal Clean, LLC also provides twenty-four (24) hour oil spill response, all personnel receive invaluable on the job training to real spill events. This practical application of oil spill mitigation techniques supplements the OSHA mandated HAZWOPER training.

All training records are kept electronically in HCC's online Crystal Clean University (CCU) files. **All records are maintained for a minimum of 3 years.**

In addition to the above training, HCC has elected to implement the National Preparedness' for Response Exercise Program (PREP) to satisfy exercise requirements under the Oil Pollution Act of 1990 (OPA-90). The PREP is unified, Federal effort which incorporates the exercise requirements of the U.S. Coast Guard (USCG), the Environmental Protection Agency (EPA) and the Research and Special Programs Administration (RSPA) Office of Pipeline Safety under the Department of Transportation.

The following tables outline the training and drill plans for HCC.



Heritage – Crystal Clean, LLC Training Requirements

ON AND OFF SITE EMERGENCY EVENT (PER 29 CFR 1910.120)	POST-EMERGENCY CLEAN-UP (OFF-SITE)
<p>TRAINING IS DEPENDENT UPON RESPONSIBILITIES AND THE LEVEL OF RESPONSE</p> <ol style="list-style-type: none"> 1. First Responder Operations Level (29 CFR 1910.120 (q)(6)(ii)) Personnel who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property or the environment from the effects of the release are trained to respond in a defensive fashion without actually trying to stop the release. Their function is to contain the release from a safe distance, keep it from spreading and prevent exposure. These personnel receive at least eight (8) hours of training or have had sufficient experience to objectively demonstrate competencies as outline in 29 CFR 1910.120 (q)(6)(iii)(A)-(F). 2. Hazardous Materials Technician (29 CFR 1910.120 (q)(6)(ii)) Personnel who respond to releases or potential releases for the purpose of stopping the release assume a more aggressive role than a first responder at the operations level in that they approach the point of release in order to plug, patch or otherwise stop the release of a hazardous substance. Personnel responding to an emergency off site receive at least twenty-four (24) hours of training equal to the first responder operations level and have additional competencies as outlined in 29 CFR 1910.120 (q)(6)(iii)(A)-(I). 3. Hazardous Materials Specialist (29 CFR 1910.120(q)(6)(iv)) Personnel who respond with and provide support to hazardous materials technicians have more specific knowledge of the various substances they may be called upon to contain. They receive at least twenty-four (24) hours of training equal to the technician level and have additional competencies as outline in 29 CFR 1910.120 (q)(6)(iv)(A)-(I). 4. On Scene Incident Commander (29 CFR 1910.120 (q)(6)(v)) Personnel receive at least twenty-four (24) hours of training equal to the first responder operations level and have additional competencies as outlined in 29 CFR 1910.120(q)(6)(v)(A)-(F). 5. Refresher Training (29 CFR 1910.120 (q)(8)(i)) Personnel who are trained in accordance with paragraph (q)(6) shall receive annual refresher training of sufficient content and duration to maintain their competencies or shall demonstrate competency in those areas at least yearly. 6. Training Recordkeeping (33 CFR 155.1055 (d)) 	<ol style="list-style-type: none"> 1. Personnel (29 CFR 1910.120)(c)(3) Minimum of four (4) hours for job duties with low magnitude of risk. For a high magnitude of risk forty (40) hours of initial training and three (3) days if supervised field experience under the direct supervision of a trained and experienced supervisor. Annual eight (8) hours of refresher training. For a limited task or fully characterized area worker, twenty-four (24) hours of initial instruction and the minimum of one (1) day actual field experience under the direct supervision of a trained and experienced supervisor. Annual eight (8) hours of refresher training. 2. Management and Supervisors (29 CFR 1910.120(e)(4)) Forty (40) hours of initial training, three (3) days of supervised field experience and at least eight (87) additional hours of specialized training at the time of job assignment on such topics as, but not limited to the employer's safety and health program and the associated employee training program. 3. Refresher Training Personnel specified in ©1) and ©(4) above shall receive eight (8) hours of refresher training annually and any critiques of incidents that have occurred in the past year that can serve as training examples of related work and other relevant topics. 4. Equivalent Training (29 CFR 1910.120(e)(9)) Employers who can show by documentation or certification that an employee's work experience and/or training has resulted in training equivalent to the training required in 1 & 2 above, shall not be required to prove initial training requirements. Employer shall provide a copy of the certification or documentation to the employee upon request. <hr/> <p style="text-align: center;">POST EMERGENCY (ON-SITE)</p> <ol style="list-style-type: none"> 1. Site Employees, Management and Supervision (29 CFR 1910.120 (q)(11)(iii)) Employees are trained according to the requirements of 29 CFR 1910.38(a) emergency action plan, 1910.134 respiratory protection, 1910.1200 hazard communication and other appropriate safety and health training made necessary by the tasks that they are expected to perform. 2. Refresher Training (29 CFR 1910.38(a)(5)(A)-(C)) Emergency plan training is required initially when the plan is developed, whenever the employee's responsibilities or designated actions under the plan change or whenever the plan is changed. 3. 29 CFR 1910.1200(h)



Spill Management training records are kept for 3 years.		Employers shall provide employees with information and training on hazardous chemicals in their work area at the time of initial assignment and whenever a new hazard is introduced into the work area.		
OPA 90 PREP TRIENNIAL DRILL SCHEDULE				
Triennial Drills must include the following exercises:				
Terminal and Pipeline Drills				
Drill Type	Frequency	Drills 3/year Period	Agency	Initiating Authority
QI Notification	Quarterly	12	USEPA, USCG, RSPA	Facility Response Team/OSRO(6)
Response Team Notification	Quarterly	12 (5)	RSPA	Facility Response Team/OSRO(6)
Equipment Deployment	Semi-Annual	6 (1)	USEPA, USCG	Facility Response Team/OSRO(6)
Exercise Entire Response Plan	All Components Every 3 Years	1	USEPA, USCG, RSPA	Facility Response Team/OSRO(6)
Corporate Response Team Drills				
Table Top Exercise	Annual	1	USEPA, USCG	Corporate Team/ OSRO
Unannounced Equipment Deployment	When Announced	None	USEPA, USCG	Facility Team/ OSRO
Area Exercise	When Announced	20 (2)	USEPA, USCG	Facility and/or Corporate Team/ OSRO
<ol style="list-style-type: none"> 1. Three Drills must be announced 2. 20 exercises total nationwide per year. 3. One drill must include a worst case discharge scenario. 4. must have six months minimum lapse between exercises. 5. notification of a response team applies to Facility Response Team or Prearranged Response Contractors. 6. OSRO = Oil Spill Removal Organization USEPA = Environmental Protection Agency USCG = United States Coast Guard RSPA = Research and Special Administration 				

33 CFR 154.1035(d) – Plan Review and Updated Procedures

- A. The HCC Response Plan will be reviewed annually.
- B. All changes will be submitted to the COTP.
- C. The Plan will be submitted for re-approval every 5 years.



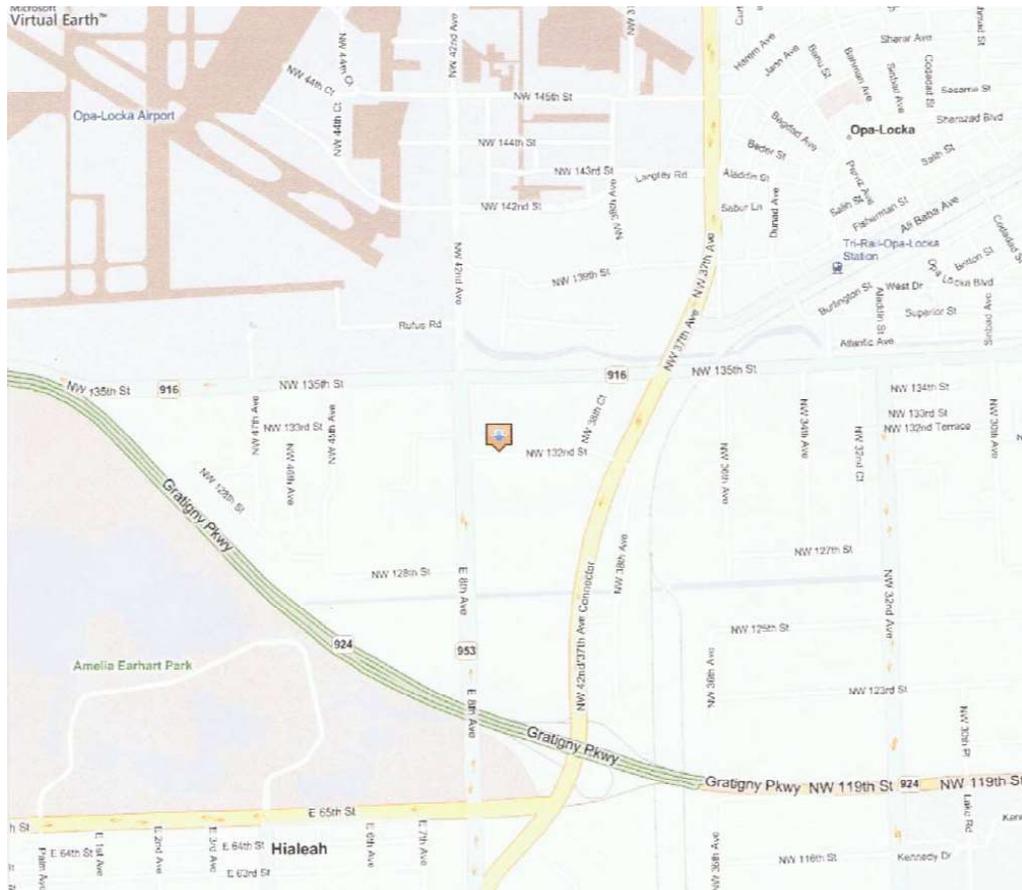
Appendix A – Facility Specific Information

Geographic Location of HCC Collection & Transfer Facility:

HCC mobile transfer facilities operate within the COTP Miami Zone. Wastes are collected and transferred to the HCC Facility located in Opa-Locka, Florida. The Opa-Locka Facility is a licensed waste oil collection and processing facility. The street address of our Opa-Locka facility is:

HCC Miami WWTF	305-994-9949
4103 North West 132 nd Street	877-316-0633
Opa-Locka, FL. 33054	305-681-6175 (Fax)
Longitude:	80W 15' 56.9"
Latitude:	25N 53' 36.8"

Geographic Location of the Opa-Locka Facility:



Hours of Operation:

Office: 0800 till 1700 Monday through Friday
 Operations: 24 Hours - 7 Days per Week
 Emergencies: 24 Hours - 7 Days per Week

Persons on Duty:

Office: Two
 Truck Drivers: Three (minimum)

Number of Vessels Serviced Simultaneously:

Each mobile facility is assigned to only one vessel during the duration of the transfer. Transfers from more than one vessel are not conducted simultaneously. (The only exception being the use of the mobile transfer facility during an emergency response to an oil spill. In this case, while under the direction of the cognizant COTP or his representative, there may be occasions where it is deemed appropriate to transfer from more than one vessel if doing so would mitigate the harmful effects of a pollution incident upon the environment). All transfers involving a vessel are from the vessel to the mobile facility. (Removal operations).



HCC's Mobile transfer facilities are set up and capable of servicing a wide range of vessels. The vessels serviced range from small yachts and coastal freighters to large passenger cruise liners and container vessels. Appendix D provides an inventory of vehicles that can transfer oil or hazardous materials from a vessel.

Products Transferred and SDS Information:

- Gasoline
- Aviation Gasoline
- No. 2 Oil – Diesel Fuel
- Jet A Kerosene
- No. 6 Oil – Heavy Fuel Oil

SDS are located in Appendix B and 3E Online.



Appendix B - Safety Data Sheets



Appendix C – List of Contacts

See Appendix E for a list of contacts.



Appendix D – Equipment List and Records

33CFR 154.1035(e)(3) - Quantity, Type and Location of Containment Equipment

HCC has access to and the ability to deploy all the materials required for spill clean-up. Time limits for a response in Port Everglades is 90 minutes, time limits for a response at the Port of Miami or the Miami River is 90 minutes. HCC maintains Spill Trailers at it's Opa-Locka Facility.

HCC Vehicle Number	Year	Vehicle Description	Capacity
899463	2002	Kenworth Tractor	Not Applicable
510092	2000	Peterbilt Tractor	Not Applicable
*100676	1976	Tanker (Butler)	8,000 Gallons
*F14742	2004	Tanker (Heil)	7,000 Gallons
198028	2007	Kenworth Tractor	Not Applicable
*950271	1979	Tanker (Heil)	9,000 Gallons
*G51558	1981	Tanker (Heil)	8,200 Gallons
501410	2000	Peterbilt Vac Truck	4,000 Gallons
847784	2005	Peterbilt Vac Truck	4,000 Gallons
*004201	2009	LBT Semi Trailer Tank	9,000 Gallons
*005702	1997	Tanker (Frue)	9,000 Gallons
*000702	2009	Tanker (LBT)	9,000 Gallons
*003301	2009	Tanker (LBT)	9,000 Gallons
*001301	2008	Tanker (LBT)	9,000 Gallons
002698	2007	Mack Vacuum Truck	4,400 Gallons
*003115	1987	Trailmaster Tanker Trailer	9,200 Gallons
*002308	1988	Youngs Tanker Trailer	9,200 Gallons
*011010	1987	Fruehauf Tanker Trailer	9,200 Gallons
*003171	1996	Trailmaster Tanker Trailer	9,200 Gallons
179859	2018	Kenworth Tractor	Not Applicable
187736	2018	Kenworth Tractor	Not Applicable
187737	2018	Kenworth Tractor	Not Applicable
187738	2018	Kenworth Tractor	Not Applicable
*625714	1979	Fruehauf Tanker Trailer	9,200 Gallons
*H67794	2004	Heil Tanker Trailer	9,200 Gallons
*003097	1986	Trailmaster Tanker	9,000 Gallons
874734	2005	Peterbilt Tractor	Not Applicable



HCC Vehicle Number	Year	Vehicle Description	Capacity
874736	2005	Peterbilt Tractor	Not Applicable
874730	2005	Peterbilt Tractor	Not Applicable
874729	2005	Peterbilt Tractor	Not Applicable
*A14796	1980	PTTI Tanker Trailer	9,200 Gallons
006994	2006	Mack Tractor	Not Applicable
012312	2006	Mack Tractor	Not Applicable
011653	2006	Mack Tractor	Not Applicable
362128	2013	Kenworth Tractor	Not Applicable
362132	2013	Kenworth Tractor	Not Applicable
362133	2013	Kenworth Tractor	Not Applicable
362137	2013	Kenworth Tractor	Not Applicable
192169	2018	Kenworth Tractor	Not Applicable
007233	1990	Mack Tractor	Not Applicable
*H56830	1995	Heil Tanker	8,000 Gallons
*001098	1993	Custom Tanker	9,200 Gallons
*151629	2018	Drag Master Utility Tanker	6,300 Gallons
*151632	2018	Drag Master Utility Tanker	6,300 Gallons
*151633	2018	Drag Master Utility Tanker	6,300 Gallons
*151634	2018	Drag Master Utility Tanker	6,300 Gallons
*151635	2018	Drag Master Utility Tanker	6,300 Gallons
*151636	2018	Drag Master Utility Tanker	6,300 Gallons
*151637	2018	Drag Master Utility Tanker	6,300 Gallons
*151638	2018	Drag Master Utility Tanker	6,300 Gallons
*151639	2018	Drag Master Utility Tanker	6,300 Gallons

*6,000 gallons is the maximum allowed volume to be transported by 49 CFR 658.17 DOT Regulations.



Appendix E – Communication Plan – Steps for Port Emergencies and Reporting Incidents



Appendix F – Site Safety Plan



Appendix H – List of Acronyms and Definitions

33 CFR 154.1035(e)(6)

ACP	-	Area Contingency Plan
COTP	-	Captain of the Port means the U.S. Coast Guard officer commanding a Captain of the Port Zone described in part 3 of this chapter, or that person's authorized representative
DOI	-	Declaration of Inspection
EPA	-	Environmental Protection Agency
FOSC	-	Federal On-Scene Coordinator
MSD	-	Marine Safety Department
MTR	-	Mobile Transfer Facility means any facility that can readily change location, such as a tank truck or tank car, other than a vessel or public vessel
OPA	-	Oil Pollution Act of 1990
OSRO	-	Oil Spill Response Organization
PIC	-	Person in Charge means an individual designated as a person in charge of transfer operations under §154.710 (for facilities) or §155.700 (for vessels) of this chapter
PSI	-	Pounds per square inch as defined in measurement of pressure volume
HCC	-	Heritage – Crystal Clean, LLC
RSPA	-	Research and Special Programs Administration
USCG	-	United States Coast Guard



Appendix I – OSRO Contracts



Sections U – ZZ

Certificates and Licenses



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHEAST DISTRICT
301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406
(561)681-6600

**TERMINAL FACILITY
DISCHARGE PREVENTION AND RESPONSE CERTIFICATE**

Issued to: **Heritage-Crystal Clean, LLC**

County: Miami-Dade County

Address: 4103 NW 132nd Street
Opa-Locka, FL 33054

Date: November 30, 2023

This Discharge Prevention and Response Certifies that the holder has demonstrated to the Department satisfactory pollutant discharge Containment and cleanup capabilities to Section 376.065, Florida Statutes.

Issued By: Rebecca Maib
Rebecca Maib, Environmental Specialist II
Florida Department of Environmental Protection

Expires: Twelve (12) months after the date of issuance.



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Discharge Prevention and Response Certificate Inspection

A. FACILITY INFORMATION:	Inspection Date: <u>11/27/2023</u>
FDEP Facility ID #: <u>9810171</u> FDEP District <u>Southeast</u> Submerged Land Lease #: _____	
Facility Name: <u>Heritage-Crystal Clean, LLC</u>	
Location Address: <u>4103 NW 132nd Street, Opa-locka, FL 33054</u>	
Mailing Address: <u>Same</u>	
Business Telephone: <u>(305) 994-9949</u> Emergency Telephone: <u>786-689-8697</u> ChemTrec <u>1-800-424-9300 "1"</u>	
Owner Name: <u>Heritage-Crystal Clean, LLC</u> E-mail Address: <u>fernando.ferrer@crystal-clean.com</u>	
Manager Name: <u>Fernando Ferrer</u> E-mail Address: <u>fernando.ferrer@crystal-clean.com</u>	
Cleanup Contractor Name: <u>NRC Gulf Environmental Services, Inc</u> See Attachment A	
Cleanup Contractor Telephone: <u>(954) 666-4875</u> Email Address: <u>ronald.richards@usecology.com</u>	

1. Type of Terminal Facility:

- Bulk Product Storage
 Marine Fueling
 Inland Waterfront Fueling
 Other Commercial
 Bunkering

2. Facility has stationary storage tanks on site regulated by Chapter 62-761 or 62-762 F.A.C.: Yes No

Number of Tanks	Pollutant Type	Diesel Gallons	Heavy Oil Gallons	Lube Oil Gallons	Waste Oil Gallons	Other Gallons - Gasoline	All Pollutants Total Gallons
	Aboveground tanks						
	Underground tanks						
	Non DEP Regulated						
	Total Capacity	See	Attachment B		X		

3. Type of bunkering operation(s) conducted by facility:

- Vessel to Vessel
 Truck to Vessel
 Truck to Tank
 Other
 Not Applicable

Vehicle / Vessel	Description	License/DOC #	Capacity - gallons	Pollutant type
Vehicle / Vessel		See Attachment B		
Vehicle / Vessel				
Vehicle / Vessel				
Vehicle / Vessel				
Vehicle / Vessel				
Total capacity of all vehicles/vessels				
Total capacity for facility, including all tanks vehicles & vessel				

B. TRANSFER EQUIPMENT:

4. Transfer hoses are maintained in good condition.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Hose/nozzle connections are maintained in good condition and do not leak.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Fittings/clamps/bands are maintained in good condition & securely attached to hose.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Delivery connections and nozzles are maintained properly.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Emergency Shut down devices are present.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

9. The person in charge of transfer, or the designee, remains in the proximity of, and has immediate access to the emergency shutdown devices during all transfers.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. All product dispensing equipment is properly installed with safety impact valves, and maintained properly.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. When product being transferred is "heavy oil", pre-booming is accomplished prior to transfer.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

C. DISCHARGE CONTINGENCY PLAN:

12. Facility has a discharge contingency plan (DCP) that is site-specific for reporting discharges and detailing the methods, means, and equipment to be used in the removal of pollutants in the event of a discharge which enters or threatens to enter waters of the state.			
<input checked="" type="checkbox"/> The discharge contingency plan is written in compliance with the Federal Oil Pollution Act of 1990, Section 4202 requirements, and documented by letter from the US Coast Guard.			
<input checked="" type="checkbox"/> The discharge contingency plan details the requirements for facilities that store a minimum of 10,000 gallons of pollutants, or that service vessels that store (as fuel or cargo) a minimum of 10,000 gallons of pollutants.			
<input type="checkbox"/> The discharge contingency plan details the requirements for facilities that store less than 10,000 gallons of pollutants or that service vessels that store (as fuel or cargo) less than 10,000 gallons of pollutants.			
	Yes	No	N/A
13. The DCP was made available to the inspector upon request.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The DCP was revised within 30 days of the last significant change affecting the facility's discharge response preparedness or capability.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The facility owner/ operator has provided for annual spill response training for all personnel identified in the discharge contingency plan.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. The facility owner/operator has provided for annual review , or upon revision, of the discharge contingency plan by all personnel identified in the plan.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. Records of the annual spill response training and the annual contingency plan review are kept at the facility, and are available to the inspector upon request.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

D. CONTAINMENT:

18. Source of containment equipment is: <input type="radio"/> Owner <input checked="" type="radio"/> Contractor			
Contractor Name and Address: <u>NRC Gulf Environmental Services, Inc</u>			
<u>6900 Northwest 12th Avenue, Fort Lauderdale, FL 33309</u>			
Date of contract commencement <u>12/21/2021</u> Date of contract Expiration <u>Open</u>			
	Yes	No	N/A
19. Facility personnel are familiar with notification procedures in the event of a discharge.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. Facility personnel are trained in proper boom deployment.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. A current written agreement/contract with a third party contractor was available for inspector's review upon request.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

22. Attached or list all prevention, containment, and removal equipment - including location - to which the facility has access within one hour after discovery of discharge.

See Attachment C

23. Length of the largest vessel docking at, or providing service from this facility is 1,187 feet

a. Length of largest vessel x 5 = 5,935 feet.

24. The approximate pollutant capacity (fuel and cargo) of the largest vessel docking at, or providing service from this facility is (select one) greater than less than 10,000 gallons.

	Yes	No	N/A
25. Does facility have containment equipment measuring a minimum of this length?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
26. Can this facility begin deployment of required containment equipment on the water within one hour after discovery of discharge?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

E. CLEANUP:

	Yes	No	N/A
27. Does this facility have access to additional equipment to clean up a minimum 10,000 gallon pollutant discharge, within a reasonable time of four hours, establish by Rule 16N-16.032(3), F. A. C.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
28. Does the additional equipment meet all minimum requirements as established by Rule 62S-6, F.A. C.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
29. Source of cleanup equipment is:			
<input type="radio"/> Ownership <input checked="" type="radio"/> Contracted <input type="radio"/> Membership in an approved Discharge Cleanup Organization.			
30. Cleanup equipment is located at : <u>See Attachment C</u>			

F. FACILITY COMPLIANCE REVIEW COMMENTS:

Detail equipment condition, discharge contingency plan deficiencies, evidence of product spillage or leakage, and/or visual signs that indicate see page of product into the water from the area.

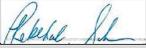
The tanker truck was inspected on 11/27/2023 at Lake Lytal Park. All the equipment including tank, valves, hoses, hose valves, containment booms, containment berms, adsorbents pads, and absorbent "Kitty litter" appeared to be in operating order. The two small pop-up safety cones quality was in decline. The department recommends the replacement of the cones with two larger and sturdier cones. The DPRC process from inspection to certification took 8 hours due to the company restructuring and document collection.

Discharge Prevention and Response Certificate Number: 11272023 Issued: 11/27/2023

Time expended for facility inspection, including travel 8 hours.

THIS DISCHARGE PREVENTION AND RESPONSE INSPECTION IS CONDUCTED UNDER THE AUTHORITY OF FLORIDA STATUTE 376.07

The undersigned Terminal Facility Representative acknowledges receipt of a copy of this Inspection, including all discrepancies requiring correction. The representative further acknowledges that any significant change in facility equipment inventory levels or availability, or contractual discharge response arrangements must be reported to the Florida Department of Environmental Protection. Operation of a terminal facility without a valid discharge prevention and response certificate, or the subsequent violation of the terms of requirements of such certification, is a noncriminal infraction. The penalty for each infraction is \$500.00.

Rebekah Schulenberg		_____	
Terminal Facility Representative Name		FDEP Inspector	
	11/30/2023	_____	_____
Signature	Date	Signature	Date



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

April 17, 2023

Anastasiia Davis
Heritage - Crystal Clean LLC
2000 Center Drive, Ste East C300
Hoffman Estates, IL 60192

BE IT KNOWN THAT

Heritage - Crystal Clean LLC
2000 Center Drive Ste East C300
Hoffman Estates, IL 60192

IS HEREBY REGISTERED AS A USED OIL

Transporter, Marketer, Filter Transporter

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

The Department of Environmental Protection hereby issues
Registration Number **ILR000130062** on April 17, 2023
Transporter Type: **FH**

This registration will expire on 6/30/2024

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.

A handwritten signature in cursive script that reads "Janet E. Ashwood".

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

April 17, 2023

Anastasiia Davis
Heritage - Crystal Clean LLC
2000 Center Drive, Ste East C300
Hoffman Estates, IL 60192

BE IT KNOWN THAT

Heritage - Crystal Clean LLC
2000 Center Drive Ste East C300
Hoffman Estates, IL 60192

IS HEREBY REGISTERED AS A USED OIL

Transporter, Marketer, Filter Transporter

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

The Department of Environmental Protection hereby issues
Registration Number **ILR000130062** on April 17, 2023
Transporter Type: **FH**

This registration will expire on 6/30/2024

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.

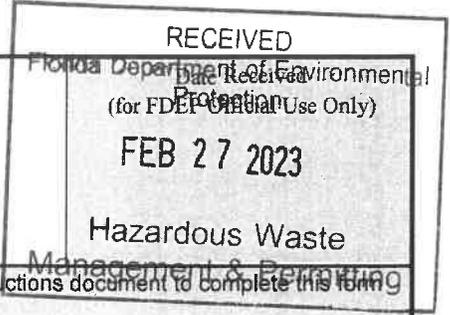
A handwritten signature in cursive script that reads "Janet E. Ashwood".

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program



8700-12FL - FLORIDA NOTIFICATION OF REGULATED WASTE ACTIVITY

DEP Waste Management Division—HWRS, MS4560
2600 Blair Stone Rd. Tallahassee, FL 32399-2400
(850) 245-8707



EPA ID: I L R 0 0 0 1 3 0 0 6 2

Please use the instructions document to complete this form
* mandatory fields

1. Reason for Submittal: (all submitters must complete pages 1 and 2 and sign page 7. Pages 3 through 6 - complete as applicable)

Mark 'X' in the correct box*:

- To obtain a new EPA ID number (for hazardous waste, universal waste, used oil activities, or PCW activities).
- To provide updated information for an EPA ID number (to update status and facility identification information).
- To provide the final information for an EPA ID number (closing). (see instructions—must complete pages 1, 2, 3, 7)
- To obtain new or updating an EPA ID number for conducting Electronic Manifest Broker activities.
- Submitting new or revised notification for Part A for permitted facilities.

FL Registration(s) UW Mercury (see page 4) HW Transporter (see page 5) Used Oil (see page 6)

2. Facility or Business Name:*

HERITAGE-CRYSTAL CLEAN, LLC

3. Facility Physical Location Information: (No P.O. Boxes)

Physical Street Address*: 2000 Center Drive, Ste East C300 Vessel

City or Town: Hoffman Estates State: IL Zip Code: 60192

County*: Cook Country (if not USA)*:

4. Facility or Business Mailing Address:

Same address as # 3 above or*:

City or Town*: State*: Zip/Postal Code*: Country (if not USA):

5. Facility North American Industry Classification System (NAICS) Code(s)*: (at least 5 digits)

A. | 5 | 6 | 2 | 1 | 1 | 2 | (required) B. | 4 | 2 | 3 | 9 | 3 | 0 |

C. | | | | | | | | D. | | | | | | | |

6. Facility or Business RCRA Contact Person: Same address as # 3 above or:

First Name*: Anastasiia Last Name*: Davis Title*: Permitting Specialist

Phone Number*: 847-783-5952 Extension*: Fax*:

E-Mail*: anastasiia.davis@crystal-clean.com

Street or P.O. Box (or same address box is checked)*:

City or Town*: State*: Zip Code*: Country (if not USA):

RCRA Hazardous Waste Status Notification or Out of Business Notification		EPA ID No.*	
		ILR000130062	
7. Real Property (FL Land) Owner of the Facility's Physical Location (List additional owners in the comments section.)			
Name of Owner*: Hoffman Estates Acquisitions LLC		Date became Owner*: 3 / 26 / 2019 <input type="checkbox"/> New Owner mm dd yy	
Street or P.O. Box (or same address box is checked)*: 101 Crawfords Corner Rd		Phone Number*: (973) 507-0369	
City or Town*: Holmdel	State*: NJ	Zip Code*: 7733	Country (if not USA):
E-Mail*: ralph@inspiredsd.com			
Owner Type*: <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other _____			
Comments: HCC leases the third floor office of this building from Hoffman Estates Acquisitions LLC.			
8. Facility Operator (List additional Operators in the comments section). Same address as # <u>3</u> above or:			
Name of Operator*:		Date became Operator*: ____ / ____ / ____ <input type="checkbox"/> New Operator mm dd yy	
Street or P.O. Box (or same address box is checked)*:		Phone Number*:	
City or Town*:	State*:	Zip Code*:	Country (if not USA):
E-Mail*:			
Operator Type*: <input type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other _____			
Comments: This location is the Corporate Office of Heritage-Crystal Clean, LLC			
9. RCRA Hazardous Waste Activities at this Facility: (Mark 'X' in all that apply):			
(1) Generator of Hazardous Waste			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (This does not include Universal Waste or Used Oil)			
If YES, Choose only one of the following three categories.			
<input type="checkbox"/> a. Large Quantity Generator (LQG):			
- Generates in any calendar month (includes quantities imported by importer site) 1,000 kilograms or greater per month (kg/mo) (2,200 lbs/mo.) of non-acute hazardous waste; or			
- Generates in any calendar month, or accumulates at any time, more than 1 kg/mo (2.2 lbs/mo) of acute hazardous waste; or			
- Generates in any calendar month, or accumulates at any time, more than 100 kg/mo (220 lb/mo) of acute hazardous spill cleanup material.			
<input type="checkbox"/> 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 and/or no more than 100 kg (220 lbs) of any acute hazardous spill cleanup material.			
<input checked="" type="checkbox"/> c. Very Small Quantity Generator (VSQG):			
- Generates in any calendar month 100 kg/mo or less (220 lbs.) of non-acute hazardous waste and/or 1 kg (2.2 lbs) or less of acute hazardous waste.			
In addition, indicate other generator activities that apply.			
<input type="checkbox"/> d. Short-Term Generator (one-time, not on-going)			
<input type="checkbox"/> e. Mixed Waste (hazardous and radioactive) Generator			
<input type="checkbox"/> f. United States Importer of hazardous waste			
<input type="checkbox"/> g. LQG notifying of VSQG Hazardous Waste Under Control of the Same Person pursuant to 40 CFR 262.17(f). (Addendum A Required)			
<input type="checkbox"/> h. Episodic: Not lasting more than 60 days: <input type="checkbox"/> SQG <input type="checkbox"/> LQG (Addendum B Required)			
<input type="checkbox"/> i. Electronic Manifest Broker , as defined in 40 CFR 260.10, electing to use EPA electronic manifest system to obtain, complete, and transmit an electronic manifest under a contractual relationship with a hazardous waste generator.			

RCRA Hazardous Waste Status Notification or Out of Business Notification	EPA ID No.* ILR000130062
---	-----------------------------

9. RCRA Hazardous Waste Activities at this Facility continued: (Mark 'X' in all that apply):

For Items 3 through 9, mark 'X' in all that apply.

- (2) **Treater, Storer, or Disposer of Hazardous Waste** (at your facility—Choose Only One) 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 Order (HSWA, etc.)
- (3) **Recycler of Hazardous Waste** (at your facility)
 - Specify: Commercial Non-Commercial
 - Specify: Stores prior to recycling Does not store prior to recycling.
 - Note: A permit maybe 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 Very Small Quantity 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) **Receives Hazardous Waste from Off-Site**
- (7) **Underground Injection Control**
- (8) **Recognized Trader**— Mark all that apply
 - a. Importer
 - b. Exporter
- (9) **Importer/ Exporter of Spent Lead-Acid Batteries (SLABs) under 40 CFR subpart G**— Mark all that apply
 - a. Importer
 - b. Exporter

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, K019, P012, U112). Hazardous waste transporters must list codes routinely or usually transported. Use comments or an additional page if more spaces are needed.

1 D001	2 D002	3 D004	4 D005	5 D006	6 D007	7 D008
8 D009	9 D010	10 D011	11 D018	12 D019	13 D021	14 D022
15 D023	16 D024	17 D025	18 D026	19 D027	20 D028	21 D029

11. Other Status Changes (If no longer handling waste or closed, items 9 and 10 should be left blank and items 12-16 skipped):

- (A) **Central Accumulation Area (CAA) or Facility Closed:**
 - Central Accumulation Area (CAA)
 - Facility Closed (Complete this section only if all business activities at this facility have ceased.)
- (B) **Closure Dates:**
 - (1) Expected closure date _____ (date in mm/dd/yyyy)
 - (2) Requesting new closure date _____ (date in mm/dd/yyyy)
 - (3) Date of closure: _____ (date in mm/dd/yyyy)
 - a. In compliance with the closure performance standards in 40 CFR 262.17(a)(8)
 - b. Not in compliance with the closure performance standards in 40 CFR 262.17(a)(8)
- (C) **Property Tax Default**
- (D) **Petition for Bankruptcy Protection**

Hazardous Waste Transporter and Academic Laboratories	EPA ID No.* ILR000130062												
14. HW Transporter Activities: (Mark 'X' and complete all that apply if you need to register your HW Transporter activities)													
<p>Transporters of and Transfer Facilities for Hazardous Waste in the State of Florida are required to register and annually renew their registration. Evidence of casualty/liability insurance pursuant to 62-730.170(2)(a) is required as part of this registration. Transporters and transfer facilities may only begin operations after receiving approval from the Department.</p> <p>Generators who transport waste only within the boundaries of their facility should NOT register in box 14.A below.</p>													
<p>A. HW Transporter Registration Information (must be completed annually and when this information changes)</p> <p>This form is: <input type="checkbox"/> Initial Registration <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Notification of changes <input type="checkbox"/> Cancel Registration</p> <p><input type="checkbox"/> 1. For own waste only</p> <p><input checked="" type="checkbox"/> 2. For commercial purposes</p> <p><input type="checkbox"/> 3. Both commercial and own waste</p> <p>4. Transportation Mode <input type="checkbox"/> Air <input checked="" type="checkbox"/> Rail <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Water <input type="checkbox"/> Other - specify _____</p>													
<p>B. HW Transfer Facility Registration Information (must be completed annually and when this information changes)</p> <p><input type="checkbox"/> This facility is a Hazardous Waste Transfer Facility: (as listed in Item 3) Storage Volume _____</p> <p>This form is: <input type="checkbox"/> Initial Registration <input type="checkbox"/> Renewal <input type="checkbox"/> Notification of changes <input type="checkbox"/> Cancel Registration</p> <p>Note: Hazardous Waste transfer facilities must comply with the requirements of Rule 62-730.171, F.A.C., and Rule 62-730.182, F.A.C.</p> <p>The Transfer Facility records required under the provisions of Rule 62-730.171(6), F.A.C., are kept at (check one):</p> <p><input type="checkbox"/> Our mailing (business) address <input type="checkbox"/> The site (facility) address</p> <p>Please enter the EPA ID Number of the HW Transporter who carries the insurance for this Transfer Facility:</p> <table border="1" style="margin-left: auto; margin-right: auto; text-align: center;"> <tr> <td style="width: 20px; height: 20px;">I</td> <td style="width: 20px; height: 20px;">L</td> <td style="width: 20px; height: 20px;">R</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">2</td> </tr> </table> <p>Please see 14.C for additional items to be submitted for registration of a Hazardous Waste Transfer Facility [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)]:</p>		I	L	R	0	0	0	1	3	0	0	6	2
I	L	R	0	0	0	1	3	0	0	6	2		
<p>C. The following items are required to be submitted with the initial notification for a transfer facility and any changed items must be submitted with any subsequent submission [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)] :</p> <p>__ Certification by a responsible corporate officer of the transporter facility 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.]</p> <p>__ Evidence of the transporter facility's financial responsibility [Rule 62-730.171(3)(a)3., F.A.C.]</p> <p>__ A brief general description of the transfer facility operations [Rule 62-730.171(3)(a)4., F.A.C.]</p> <p>__ A copy of the facility closure plan [Rule 62-730.171(3)(a)5., F.A.C.]</p> <p>__ A copy of the contingency and emergency plan [Rule 62-730.171(3)(a)6., F.A.C.]</p> <p>__ A map or maps of the transfer facility [Rule 62-730.171(3)(a)7., F.A.C.]</p>													
<p>15. Eligible Academic Entities with Laboratories—Notification for opting into or withdrawing from managing laboratory hazardous wastes pursuant to 40 CFR Part 262 Subpart K</p> <p><input type="checkbox"/> 1. Opting into or currently operating under 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories</p> <p style="padding-left: 40px;"><i>See the item-by-item instructions for definitions of types of eligible academic entities. Mark all that apply:</i></p> <p><input type="checkbox"/> a. College or University</p> <p><input type="checkbox"/> b. Teaching Hospital that is owned by or has a formal written affiliation agreement with a college or university</p> <p><input type="checkbox"/> c. Non-profit Institute that is owned by or has a formal written affiliation agreement with a college or university</p> <p><input type="checkbox"/> 2. Withdrawing from 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories</p>													

Used Oil and Hazardous Secondary Material	EPA ID No.* ILR000130062
16. Used Oil and Used Oil Filter Activities: (Mark 'X' and complete all that apply)	
Transporters (exemptions in 40 CFR 279.40(a)(1-4)), transfer facilities, processors, off-specification burners, and/or marketers <u>must annually register</u> with the Department using this form. An annual \$100 registration fee is required for all, except used oil (UO) Processors and collection centers.	
This form is: <input type="checkbox"/> Initial Registration <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Notification of changes <input type="checkbox"/> Cancel Registration	
<input type="checkbox"/> If applicable, a check or money order, in the amount of \$100, payable to Florida Department of Environmental Protection is enclosed. UO Collection Centers must check 16.(2) of this form (not as a registration).	
<p>(1) Used Oil Transporter - mark 'X' in all that apply: (occurring in Florida)</p> <p><input checked="" type="checkbox"/> a. Transporter (off-site) and noncontiguous locations</p> <p><input type="checkbox"/> b. Transfer Facility</p> <p>(2) <input type="checkbox"/> Collection Center (From businesses, no more than 55 gal per shipment)</p> <p>(3) <input type="checkbox"/> Used Oil Processor (A permit is required.)</p> <p>(4) <input type="checkbox"/> Used Oil Re-refiner (A permit is required.)</p> <p>(5) <input type="checkbox"/> Off-Specification Used Oil Burner <input type="checkbox"/> Utility Boiler <input type="checkbox"/> Industrial Boiler <input type="checkbox"/> Industrial Furnace</p> <p>(6) Used Oil Fuel Marketer <input checked="" type="checkbox"/> On-Spec <input checked="" type="checkbox"/> Off-Spec</p> <p>(7) Used Oil Filter Management (must annually register)</p> <p><input checked="" type="checkbox"/> a. Transporter</p> <p><input type="checkbox"/> b. Transfer Facility</p> <p><input type="checkbox"/> c. Processor (Annual Report Required)</p> <p><input type="checkbox"/> d. End User (see instructions for definition)</p> <p>(8) The records required under the provisions of Rule 62-710.510, FAC, are kept at (check one):</p> <p><input checked="" type="checkbox"/> Our mailing (business) address (as listed in Item 4)</p> <p><input type="checkbox"/> The site (facility) address (as listed in Item 3)</p>	
<p>(9) Used Oil Transporters: (Exemptions in 40 CFR 279.40(a)(1-4))</p> <ul style="list-style-type: none"> • ALL registered UO transporters must submit an annual report except generators transporting UO from noncontiguous operations within their own company. • UO transporters transporting off-site over public highways only within their own company must submit proof of insurance. • UO transporters transporting more than 500 gallons/year must submit proof of insurance annually, and must sign and certify this submission as a certified used oil transporter in section 19 (except those exempted by Rule 62-710.600(1), F.A.C.). <p><input checked="" type="checkbox"/> The used oil annual report is attached <input checked="" type="checkbox"/> Evidence of Liability Insurance pursuant to 62-710.600(2)(e), F.A.C. is attached.</p>	
17. Notification of Hazardous Secondary Material (HSM) Activity	
<p>(1) <input type="checkbox"/> Notifying under 40 CFR 260.42 that you will begin managing, are managing, or will stop managing hazardous secondary material under 40 CFR 260.30, 40 CFR 261.4(a)(23), (24), or (27). (Addendum C Required)</p> <p>(2) <input type="checkbox"/> Notifying under 40 CFR 260.43(a)(4)(iii) that the product of your recycling process has levels of hazardous constituents that are not comparable to or unable to be compared to a legitimate product or intermediate but that the recycling is still legitimate. (Addendum C Required)</p>	

Required signature page		EPA ID No.*	ILR000130062
18. Comments (attach a page if more space is needed):			
<p>Questions 10 continued: D035, D038, D039, D040, F001, F002, F003, F005, U151, U239, U002 Others including D003 are handled, but not common Transporter under ILR000130062</p>			
19. 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 known violations.			
<input checked="" type="checkbox"/> I certify as a Used Oil Transporter that I am familiar with the applicable Florida and Federal laws and rules governing used oil transportation and have an annual and new employee training program in place covering the applicable used oil rules. Evidence of financial responsibility is demonstrated by the Used Oil Transporter Certificate of Liability Insurance, DEP form 62-730.900(5)(a), F.A.C..			
Signature of owner, operator, or an authorized representative:		Date Signed (mm-dd-yyyy):	
		2/17/2023	
Print Name (First, Middle Initial, Last):		Title:	
Anastasiia Davis		Permitting Specialist	
Organization:		Used Oil <input checked="" type="checkbox"/>	
Heritage-Crystal Clean, LLC			
Email:			
Signature of owner, operator, or an authorized representative:		Date Signed (mm-dd-yyyy):	
Print Name (First, Middle Initial, Last):		Title:	
Organization:		Used Oil <input type="checkbox"/>	
Email:			
If the person that filled in this form is not the Facility Contact or Operator, please complete the information below:			
_____			_____
(Name of person completing this form)			(E-mail Address)
_____		_____	
(Phone Number)			

WASTE TRANSPORTER LICENSE

Heritage Crystal Clean, LLC d/b/a Raider
Environmental Services of Florida, Inc.
Attention: Esmeralda Esparza, EHS Compliance
Specialist
2175 Point Blvd Ste 375
Elgin, IL 60123

License Number: WT-22-0062

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with the provisions of Article 1, Division 4 of the Code.

Nature of Business:

Sludge Hauling

- Septic
- Grease Trap
- Sewage from Lift Stations
- Storm & Sanitary Sewer Debris
- Sewage from vessels

Discarded Hazardous Material Hauling

- Used Oil
- RCRA Hazardous Waste
- Nonhazardous Industrial Waste (Solid)
- Nonhazardous Industrial Waste (Liquid)
- Contaminated Soils

Biomedical Waste Hauling

Prepared By: Didier Dupuy
Application Received: 05/18/2021
Date of Issue: 05/19/2022
Renewal App. Due: 04/01/2024
Expiration Date: 05/31/2024

Environmental Permitting Division

WASTE TRANSPORTER LICENSE

GENERAL CONDITIONS

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Resilient Environment Department (RED) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). RED will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.
- (2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by RED.
- (3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify RED within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to RED that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the Licensee's premises during the entire life of the license.
- (6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.
- (7) The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
- (9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to RED personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of RED, and any forbearance on behalf of RED to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of RED's rights hereunder.



MOBILE TRANSFER FACILITY RESPONSE PLAN MIAMI

This Response Plan meets the requirements of 33 CFR 154.



MANAGEMENT STAFF

Qualified Individuals (QI):	Alternate Qualified Individuals (AQI):
Kevin McIntyre (Facility Manager) – Mulberry facility manager – QI Tampa and Canaveral	Tony Piotrowski – Director of WWTF Operations – Florida Ed Goodchild – Tampa Operations Facility Manager Therodges Greene – North Florida Transportation Manager
Robert Gonzalez South Florida Transportation Manager – QI Miami and Everglades	Rick Smith – Florida Business Development Manager

24-Hour Emergency Contact Phone Number – CHEMTREC: 800-424-9300 “1”

TABLE OF CONTENTS:



MOBILE TRANSFER FACILITY RESPONSE PLAN

CODE OF FEDERAL REGULATION	PAGE #	TOPIC
33 CFR 154.1030(b)(1)	5	<i>(Introduction and Plan Contents)</i>
33 CFR 154.1035(a)	6	<i>(Facility Information)</i>
33 CFR 154.1035(a)(1)	6	<i>(Facility Geographic Location)</i>
33 CFR 154.1035(a)(2)	6	<i>(Physical Description of MTF)</i>
33 CFR 154.1035(a)(3)	9	<i>(Facility Owner/Operator Contact Info)</i>
33 CFR 154.1035(a)(6)	9	<i>(Record of Changes)</i>
33 CFR 154.1035(b)(1)	10	<i>(Spill Reporting Procedures)</i>
33 CFR 154.1035(b)(1)(ii)	10	<i>(Information of Discharge)</i>
33 CFR 154.1035(b)(2)	13	<i>(Average Most Probable Discharge)</i>
33 CFR 154.1035(b)(3)	16	<i>(Spill Management Team)</i>
33 CFR 154.1035(b)(4)	17	<i>(Sensitive Areas)</i>
33 CFR 154.1035(b)(5)	18	<i>(Disposal Plan Requirements)</i>
33 CFR 154.1050(a)	18	<i>(Training & Exercises)</i>
29 CFR 1910.120.		
33 CFR 154.1055(a)		
33 CFR 154.1035(d)	22	<i>(Plan Review & Update Procedures)</i>

Appendix A - Facility Specific Information

Appendix B - Safety Data Sheets

Appendix C - List of Contacts

Appendix D - Equipment List and Records

Appendix E - Communication Plan - Steps for Port Emergencies and Reporting
Incidents

Appendix F - Site Safety Plan

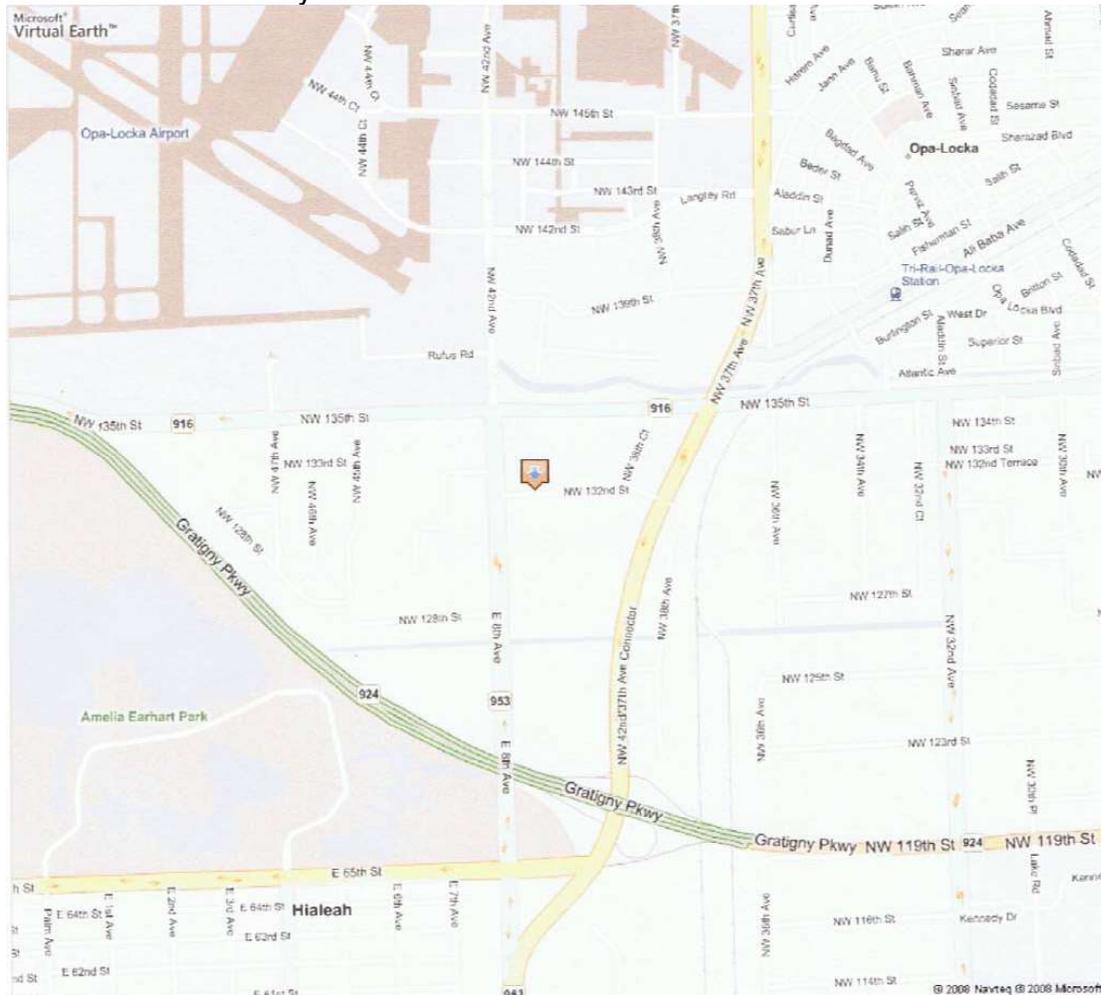
Appendix G - Sensitive Area Maps

Appendix H - List of Acronyms and Definitions

Appendix I - OSRO Contracts



33 CFR 154.1030(b)(1) – Heritage – Crystal Clean, LLC (HCC) is located at 4103 NW 132nd Street, Opa-Locka, FL 33054 on 1.22 acres of land in Miami-Dade County. The location of the Facility is shown below.



The facility is fully permitted, registered and licensed with County, State and Federal regulatory agencies for the processing, bulking, treatment and disposal of used oil and the following non-hazardous wastes:

- Petroleum contact water (PCW), oily sludge, oily water and industrial wastewater
- Used oil filters; and
- Solid wastes

The following document constitutes a Mobile Facility Response Plan in compliance with 33 CFR 154.1030 that incorporates contents from 33 CFR 154.1035 as required by United States Coast Guard to operate as a mobile transfer facility within the United States Coast Guard COTP Miami Zone.



33 CFR 154.1035(a) – Heritage – Crystal Clean, LLC (HCC) is located at 4103 North West 132nd Street, Opa-Locka, FL 33054. The telephone number is (305) 994-9949 and the fax number is (305) 681-6175.

33 CFR 154.1035(a)(1) - Geographic Location of HCC Collection & Transfer Facility:

HCC mobile transfer facilities operate within the COTP Miami Zone. Wastes that are collected are transferred to the HCC Facility located in Opa-Locka, Florida. The Opa-Locka Facility is a licensed waste oil collection and processing facility.

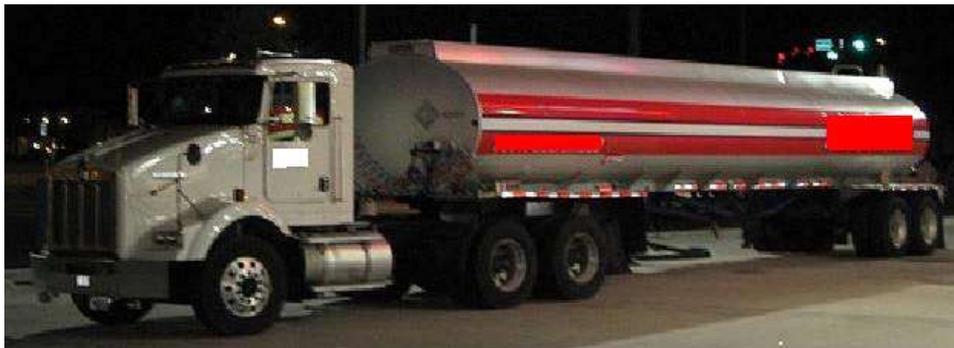
The street address of our Opa-Locka facility is:

HCC Miami WWTF	305-994-9949
4103 NW 132 nd Street	877-316-0633
Opa-Locka, FL. 33054	305-681-6175 (Fax)
Longitude:	80W 15' 56.9"
Latitude:	25N 53' 36.8"

33 CFR 154.1035(a)(2) – Physical Description of the Mobile Transfer Facility

This Manual is for mobile transfer facilities. Mooring areas, transfer locations and other related site-specific requirements vary with each transfer. However, when doing a mobile transfer involving a vessel, before signing a Declaration of Inspection, the Person in Charge (PIC) will verify that the appropriate safety and environmental precautions are taken prior to commencement of any transfer operations.

HCC has three vehicle types in its fleet which may be used in mobile transfers. They include vacuum trucks, semi-tractor trailers, and frac tanks. The vacuum trucks use onboard vacuum pumps to draw oils and oily wastes into their tanks. The semi-trailer tankers receive oils and oily wastes when pumped from a vessel. The frac tanks are units used to store large volumes of oils and oily wastes for the vacuum trucks and/or semi-tractor trailers to draw from. A photo of each type is provided below. Also included is an instruction sheet showing the proper operation controls for the vacuum trucks.





HCC utilizes several semi-trailers, as depicted above, to off-load oily bilge water and wastewaters from vessels. These tankers have sorbents and related spill equipment and a fire extinguisher located in the under-carriage compartment near the middle of the tank.

Shown below is a typical frac tank.

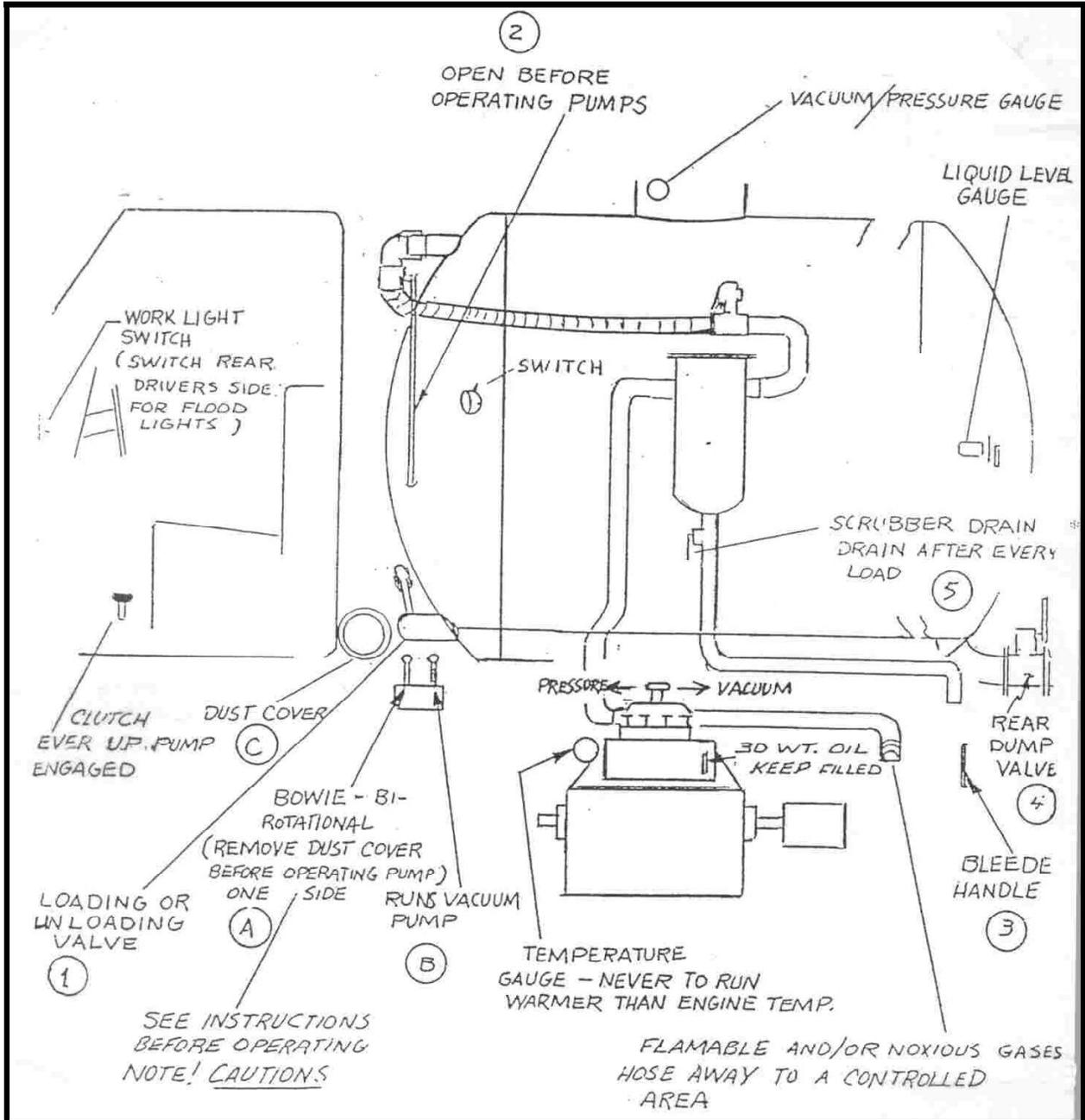


Shown below is a typical vacuum truck.





33 CFR 154.1035(a)(2) - Vacuum unit instruction sheet





33 CFR 154.1035(b)(1) – Spill Reporting Procedures: (Notification Procedures)

See Appendix E for internal and external reporting requirements.

33 CFR 154.1035(b)(1)(ii) – Information on Discharge

In the event of a discharge, report the following information:

1. Name, address, and phone number of person reporting the Incident.
2. Exact location of the spill.
3. Name, mailing address and telephone number of the responsible party.
4. Date and time the spill occurred.
5. Name of the material spilled
6. Estimated quantity spilled into coastal waters.
7. Source of spilled material.
8. Cause of spill (if known).
9. Containment and clean-up actions taken.

Immediate Steps for Drivers:

- A. Immediately notify the Vessel/Ship PIC to shut off the pump(s) – preferably using airhorn blast.
- B. Call 911 for FIRE, MEDICAL, or POLICE assistance.
- C. Contact Emergency Response Team using numbers in Appendix E.
- D. Dike off or boom liquids to prevent them from entering sewers, storm sewers or waterways. Follow Emergency Response Plan for further containment.

Emergency Response Plan:

This Emergency Response Plan is not all inclusive. Rather it is intended to provide a guide for appropriate actions in the event of a spill or release. The most important thing to remember is to remain calm and try to get the situation under control as soon as possible.

- A. DO NOT PANIC, REMAIN CALM. Examine your own condition first. If you or anyone with you is injured, immediately call for medical assistance.
- B. Assess the extent of rupture or damage to the vehicle or hoses. CLOSE OFF any valves, hatches or hose connections; secure out flow.
- C. Evaluate the degree of contamination to the environment and estimate



the number of gallons spilled.

- D. If possible, pump liquid back into the tank, even if the tank is ruptured. This will recycle the spilled oil to the truck's tank rather than spreading it onto the ground.
- E. Do your best to dike ahead of the spill or release to prevent oil and oily water from entering storm sewers and/or waterways.
- F. Along with the emergency information guidelines listed in this Manual, Figure 1 on the next page may be used to collect and report information on the discharge of material into the navigable waters of the United States.
- G. **Initial notification must not be delayed pending collection of all information.**



Figure 1

Information of Discharge Form

Reporting Party	
Name: Phone: Company: Position: Address:	
Suspected Responsible Party	
Name: Phone: Company: Organization Type: Private Citizen / Private Enterprise / Public Utility / Local Government / State Government / Federal Government Address: INITIAL NOTIFICATION MUST NOT BE DELAYED PENDING COLLECTION OF ALL INFORMATION NATIONAL RESPONSE CENTER 1-800-424-8802 Were Materials Discharged: (YES) (NO) Calling for Responsible Party: (YES) (NO)	
Incident Description (source and/or cause of the incident)	
Date & Time of the Incident: Incident Address/Location (Nearest City): Approximate Distance from City: Storage Tank Container Type: Above Ground (YES) (NO) Below Ground (YES) (NO) Unknown	
Facility Capacity	
Tank Capacity: Latitude Degrees: Longitude Degrees: Mile Post/River Mile:	
Materials	
Discharge Unit of Quantity: Measure: Discharged Material: Quantity in Water:	
Response Action (actions taken to correct or mitigate the incident)	
Impact	
Number of Injuries: Were there Evacuations: (YES) (NO) Was there any Damage: (YES) (NO)	Number Fatalities: Number Evacuated: Damage in Dollars:
Additional Information (any information about the incident not recorded in the report)	
Caller Notifications	
USCG / EPA / State / Other:	



33 CFR 154.1035(b)(2) – Average Most Probable Discharge

Average most probable discharge is 60 gallons.

Maximum most probable discharge is 600 gallons.

Worst-case discharge is 6,000 gallons.

Procedures for Facility Personnel to mitigate and prevent discharge resulting from transfers.

The United States Coast Guard Mobile Operations Manual provides a listing of PIC personnel for HCC.

PIC Duties When Transferring and Pumping:

Per 33 CFR154.710 all PICs must have 48 hours of transfer training. It shall be the responsibility of the PIC to monitor the condition of the hose connections and to ensure that no leaks or overflows occur. It is also mandatory that the PIC maintain physical presence in the vicinity of the truck. In the event of an emergency, the PIC should: shut down the operations, initiate containment actions and perform notifications prescribed in Appendix E.

The PIC must check that the length of hose is sufficient to accommodate any vessel movement within the limits of its moorings. Further, the PIC must ensure the hose is supported in a manner to prevent excessive strain on the hose couplings and that the hose has no kinks, loose connections, bulges, soft spots or cuts that penetrate the first layer of the hose reinforcement. It is the responsibility of the PIC to monitor the condition of the hose connections during the entire transfer evolution.

Each truck is equipped with portable 5-gallon drip pans for collecting any leakage that may occur at the hose connections. One of the portable drip pans is used at the truck hose connection, and a portable pan is deployed at hose connections between lengths of hose in the event that more than a single length of hose is employed. Any hose connections between hoses must be secured with tape or wire to prevent accidental opening or release. Further, HCC has retrofitted its tank trailers with cam-lock fittings at the hatch cover loading points to eliminate non-secure connections to the tanker during transfer operations. In addition, flexiboom is provided for use between the vessel and the dock. Flexiboom deployment instructions are included at the end of this manual.

Upon the completion of the operation and after the vacuum pump has been shut down, the hose should be drained back into the truck. After draining the hose line, the truck valve should then be closed and checked to assure closure. **The vessel-end of the hose must be retrieved before the hose end is disconnected and capped off.**



In the event that the delivering unit is not able to utilize its on-board pumping system; Transfer PIC will set up, operate and monitor an auxiliary pumping system. This system will consist of a portable auxiliary pump placed on-board the delivering unit. This auxiliary pumping system will be under the control of the HCC PIC. All other requirements for the Marine Cargo Transfer will remain in effect as per this Manual.

33 CFR 154.1035(b)(2)(II)

In the event of equipment failure or operational scenarios, procedures to address the actions needed to be taken to mitigate any discharge are addressed below:

Emergency Shutdown:

- (A) Should a failure of a manifold, mechanical loading arm, other transfer equipment or hoses occur during a transfer; the PIC must stop the flow within 30 seconds after an emergency occurs. Coast Guard rules and regulations stipulate that the Emergency Shutdown be capable of stopping the flow within 30 seconds after an emergency occurs. This can be done by turning the lever to the off position or. If available, pushing on the emergency plunger stop button provided by the vessel. Therefore, it is mandatory that during transfer operations the PIC maintains physical presence in the vicinity of the truck in order to shut down the operation. Clean up procedure will be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.
- (B) A tank overfill will initially be managed as stated in 33 CFR 154.1035 (b)(2)(ii)(A) of this plan. Containment of the product with absorbent pads and/or absorbent material will be used. Clean up procedure will be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.
- (C) A tank failure will initially be managed as stated in 33 CFR 154.1035 (b)(2)(ii)(A) of this plan. Containment of the product with absorbent pads and/or absorbent material will be used. Clean up procedure will be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.
- (D) Should the use of piping be utilized in a transfer and a rupture should occur the management of responding to the emergency will be followed as stated in 33 CFR 154.1035 (b)(2)(ii)(A) of this plan. Clean up procedure will



be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.

- (E) HCC does not transfer flammable characteristic material, however, in the event that an explosion or fire should occur; or our vehicle experience an explosion or fire, the PIC will immediately grab one of the fire extinguishers from the tractor or tanker and will attempt to extinguish the fire. Should the fire or explosion be too large for the PIC to manage, the PIC will call 911 for assistance and contact the Emergency Response Team using numbers in Appendix E.

- (F) In the event of equipment failure, the PIC must stop the flow within 30 seconds after an emergency occurs. Coast Guard rules and regulations stipulate that the Emergency Shutdown be capable of stopping the flow within 30 seconds after an emergency occurs. This can be done by turning the lever to the off position or. If available, pushing on the emergency plunger stop button provided by the vessel. Therefore, it is mandatory that during transfer operations the PIC maintains physical presence in the vicinity of the truck in order to shut down the operation. Clean up procedure will be followed as discussed depending on the surface that the emergency occurred on will dictate the actions needed to activate the cleanup process, as noted on page 15.

Immediate Steps for Drivers:

- A. Immediately notify the Vessel/Ship PIC to shut off the pump(s) – preferably using airhorn blast.
- B. Call 911 for FIRE, MEDICAL, or POLICE assistance.
- C. Contact Emergency Response Team using numbers in Appendix E.
- D. Dike off or boom liquids to prevent them from entering sewers, storm sewers or waterways. Follow Emergency Response Plan on page 10 for further containment.

SPILLS ON WATER:

Call for appropriate lengths of Booms and Sweeps to contain the spill. Until additional help arrives, use any materials available (such as tree branches, extension hoses or floatable materials) to prevent the spread of the oil. Skim oil into the truck if possible. Determine the direction of water flow and set booms to dam the oil until help arrives.

SPILLS ON PAVEMENT:

Call for Booms and Pads in quantities appropriate for the spill. Use booms to contain



the spill by wiping them in a circular motion. Use the truck's pump with skimmer to remove oil. If spill is too large for booms: A) call for sand and contain spreading of the oil by using sand to circle the spill. B) call for vac truck, steamer and backhoe. Remove oil-soaked sand onto plastic tarps and cover sand with additional tarps to prevent rain from spreading the oil. Steam or power-wash ground to remove residue.

SPILLS ON SOIL:

Call for earth moving equipment (loader, backhoe, dump truck) and sand. Determine direction of oil flow and excavate an area for the oil to flow into. Contain spill area with a sand berm. Pump liquid oils to the truck. Prepare a plastic tarp and sand berm on an area of clean ground. Remove oil-soaked soil to a tarp while making sure that the soil is contained by the tarp and berm. Have backhoe remove soil one foot below the surface or until visually clean. Call for additional assistance to remove the soil for treatment.

33 CFR 154.1035(b)(3) – Spill Management Team

In the event that is necessary to activate the Spill Management team, roles shall be filled as follows:

Command and Control: Kevin McIntyre – Company Qualified Individual
 Fernando Ferrer – Miami Facilities Manager
 Tony Piotrowski – Company 1st Alternate QI
 Rick Smith – Company 2nd Alternate QI

Operations: Opa Locka Facility Manager

Finance: HCC Chief Financial Officer – Corporate Office

Disposal: HCC Manager, Waste Approvals – Corporate Office

Logistics: Tony Piotrowski or Rick Smith – Maritime Sales Managers

Planning: Tony Piotrowski or Rick Smith – Maritime Sales Managers

Safety: HCC Environmental Compliance Manager – Corporate Office
 HCC Safety Compliance Manager – Corporate Office

Public Information: HCC Manager, Corporate Regulatory and ESG – Corporate Office

Notes:

1. Exact names of roles filled by Company Representative will be determined by the Operations Manager.
2. In the event there is a time delay in the arrival of the QI or Alternate QI, the Operations Manager shall assume Command and Control of entire response until arrival of QI.



The following are the duties of the Qualified Individual

- A. Activate internal alarms and hazard communication systems to notify all personnel.
- B. Notify all personnel, as needed.
- C. Identify the character, exact source, amount and extent of the release as well as the other items needed for notification.
- D. Notify and provide necessary information to the appropriate Federal, State and local authorities with designated response roles, including the National Response Center, State Emergency Response Commission and Local Emergency Planning Committee.
- E. Coordinate with the FOSC regarding clean-up operations via telephone (see Appendix E for contact numbers) or in person if on-scene.
- F. Assess the interactions of the discharged substance with water and/or other substances and notify personnel at the scene of the assessment.
- G. Assess the possible hazards to human health and the environment due to the release.
- H. Assess and implement prompt removal actions to contain and remove the substance released.
- I. Coordinate rescue and response actions as previously arranged with all response personnel.
- J. Use authority to immediately access company funding to initiate clean-up activities.
- K. Direct clean-up activities until properly relieved of this responsibility.

Granting Authority

The individuals designated as QI and alternate QI are authorized to commit the resources needed to carry out this plan.

33 CFR 154.1035(b)(4) – Sensitive Areas

Heritage – Crystal Clean, LLC also maintains a copy of the Area Contingency Plan (ACP) for the COTP Miami, Florida Zone at our office located at 4103 North West 132nd Street in Opa-Locka, FL. Annexes of the specific COTP Area Contingency Plans identify areas of economic importance and environmental sensitivity, which could be potentially impacted. Additionally, they provide the stated response strategy the COTP intends to use and expects spill clean-up organizations to follow. Heritage – Crystal Clean, LLC uses the Area Contingency Plan during its response to spills. As such, the ACP sensitive area maps (as well as supporting materials) (located in Appendix G) will be utilized by our response personnel in the event of a release and response effort.

Current copies of the area contingency plans are located at:

<https://erma.noaa.gov/gulfofmexico#/layers=3+482+491+16973+10717&x=-77.75407&y=24.71606&z=6.0&panel=layer>



In the event of a spill into navigable waters that would affect ACP sensitive areas, HCC would contact one of our OSRO companies, US Ecology, AOTC, or DES, to respond to the cleanup. US Ecology will be the primary OSRO in the Miami and St. Petersburg Sector, AOTC in Sector Jacksonville. See Appendix I for a complete list of equipment for each OSRO.

33 CFR 154.1035(b)(5) – Disposal Plan Requirements

Disposal of all recovered oil and contaminated material produced will be properly disposed of at a Licensed/Permitted Facility in accordance with all Federal, State and Local regulations and requirements.

The HCC Disposal Coordinator will handle all disposal issues.

Note: Place all used absorbent material in double, heavy gauge plastic bags. The disposal coordinator will have these bags picked up and disposed of at a licensed / permitted facility. Do not make bags (filled with contaminated soil/debris) heavier than approximately 40 pounds.

33 CFR 154.1035(c), 33 CFR 154.1050(a), 33 CFR 154.1055(a) and 29 CFR 1910.120 – Training & Exercises

All drivers for HCC have valid Class A or B drivers licenses (with Haz Mat endorsement) and are subject to random drug and alcohol testing per Federal and State regulations.

All personnel acting on behalf of HCC and specifically as a “Person in Charge”, undergo a comprehensive training program, including OSHA 29 CFR 1910.120 (40 hour course), consisting of the following:

1. Safety training; including first aid and procedures for notification in case of an accident, procedures in the usage and maintenance of personal protective gear; including the fit test of an assigned respirator and proper methods of handling hazardous materials.
2. Fire extinguishing procedures
3. Portable radio communication procedures
4. Hose connections and maintenance procedures.
5. Site safety procedures; including policy on health and safety, tail gate safety meetings and communication requirements.
6. Vehicle maintenance procedures and records.
7. Federal and State transportation requirements.
8. Hazardous waste management regulations; including manifesting products and chain of custody requirements.



9. Emergency response and spill containment procedures.

Operating personnel will be instructed in the proper operation and maintenance of equipment to prevent the discharge of oil and applicable pollution control rules and regulations.

Operating personnel will receive spill prevention briefings at intervals frequent enough to assure adequate understanding of this plan.

The training of all appropriate personnel in the prompt and effective response to an oil spill incident is an important aspect to Heritage – Crystal Clean, LLC oil spill preparedness. Training is intended to assure that all personnel clearly understand the contents of this plan and their respective roles. Personnel also receive periodic familiarization training on the plan and training commensurate with their responsibilities to prepare them in carrying out their job responsibilities in a prompt and efficient fashion.

Since Heritage – Crystal Clean, LLC also provides twenty-four (24) hour oil spill response, all personnel receive invaluable on the job training to real spill events. This practical application of oil spill mitigation techniques supplements the OSHA mandated HAZWOPER training.

All training records are kept electronically in HCC's online Crystal Clean University (CCU) files. **All records are maintained for a minimum of 3 years.**

In addition to the above training, HCC has elected to implement the National Preparedness' for Response Exercise Program (PREP) to satisfy exercise requirements under the Oil Pollution Act of 1990 (OPA-90). The PREP is unified, Federal effort which incorporates the exercise requirements of the U.S. Coast Guard (USCG), the Environmental Protection Agency (EPA) and the Research and Special Programs Administration (RSPA) Office of Pipeline Safety under the Department of Transportation.

The following tables outline the training and drill plans for HCC.



Heritage – Crystal Clean, LLC Training Requirements

ON AND OFF SITE EMERGENCY EVENT (PER 29 CFR 1910.120)	POST-EMERGENCY CLEAN-UP (OFF-SITE)
<p>TRAINING IS DEPENDENT UPON RESPONSIBILITIES AND THE LEVEL OF RESPONSE</p> <ol style="list-style-type: none"> <p>1. First Responder Operations Level (29 CFR 1910.120 (q)(6)(ii))</p> <p>Personnel who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property or the environment from the effects of the release are trained to respond in a defensive fashion without actually trying to stop the release. Their function is to contain the release from a safe distance, keep it from spreading and prevent exposure.</p> <p>These personnel receive at least eight (8) hours of training or have had sufficient experience to objectively demonstrate competencies as outline in 29 CFR 1910.120 (q)(6)(iii)(A)-(F).</p> <p>2. Hazardous Materials Technician (29 CFR 1910.120 (q)(6)(ii))</p> <p>Personnel who respond to releases or potential releases for the purpose of stopping the release assume a more aggressive role than a first responder at the operations level in that they approach the point of release in order to plug, patch or otherwise stop the release of a hazardous substance.</p> <p>Personnel responding to an emergency off site receive at least twenty-four (24) hours of training equal to the first responder operations level and have additional competencies as outlined in 29 CFR 1910.120 (q)(6)(iii)(A)-(I).</p> <p>3. Hazardous Materials Specialist (29 CFR 1910.120(q)(6)(iv))</p> <p>Personnel who respond with and provide support to hazardous materials technicians have more specific knowledge of the various substances they may be called upon to contain. They receive at least twenty-four (24) hours of training equal to the technician level and have additional competencies as outline in 29 CFR 1910.120 (q)(6)(iv)(A)-(I).</p> <p>4. On Scene Incident Commander (29 CFR 1910.120 (q)(6)(v))</p> <p>Personnel receive at least twenty-four (24) hours of training equal to the first responder operations level and have additional competencies as outlined in 29 CFR 1910.120(q)(6)(v)(A)-(F).</p> <p>5. Refresher Training (29 CFR 1910.120 (q)(8)(i))</p> <p>Personnel who are trained in accordance with paragraph (q)(6) shall receive annual refresher training of sufficient content and duration to maintain their competencies or shall demonstrate competency in those areas at least yearly.</p> <p>6. Training Recordkeeping (33 CFR 155.1055 (d))</p> 	<ol style="list-style-type: none"> <p>1. Personnel (29 CFR 1910.120)(c)(3)</p> <p>Minimum of four (4) hours for job duties with low magnitude of risk.</p> <p>For a high magnitude of risk forty (40) hours of initial training and three (3) days if supervised field experience under the direct supervision of a trained and experienced supervisor. Annual eight (8) hours of refresher training.</p> <p>For a limited task or fully characterized area worker, twenty-four (24) hours of initial instruction and the minimum of one (1) day actual field experience under the direct supervision of a trained and experienced supervisor. Annual eight (8) hours of refresher training.</p> <p>2. Management and Supervisors (29 CFR 1910.120(e)(4))</p> <p>Forty (40) hours of initial training, three (3) days of supervised field experience and at least eight (87) additional hours of specialized training at the time of job assignment on such topics as, but not limited to the employer's safety and health program and the associated employee training program.</p> <p>3. Refresher Training</p> <p>Personnel specified in ©1) and ©(4) above shall receive eight (8) hours of refresher training annually and any critiques of incidents that have occurred in the past year that can serve as training examples of related work and other relevant topics.</p> <p>4. Equivalent Training (29 CFR 1910.120(e)(9))</p> <p>Employers who can show by documentation or certification that an employee's work experience and/or training has resulted in training equivalent to the training required in 1 & 2 above, shall not be required to prove initial training requirements. Employer shall provide a copy of the certification or documentation to the employee upon request.</p> <hr/> <p style="text-align: center;">POST EMERGENCY (ON-SITE)</p> <hr/> <ol style="list-style-type: none"> <p>1. Site Employees, Management and Supervision (29 CFR 1910.120 (q)(11)(iii))</p> <p>Employees are trained according to the requirements of 29 CFR 1910.38(a) emergency action plan, 1910.134 respiratory protection, 1910.1200 hazard communication and other appropriate safety and health training made necessary by the tasks that they are expected to perform.</p> <p>2. Refresher Training (29 CFR 1910.38(a)(5)(A)-(C))</p> <p>Emergency plan training is required initially when the plan is developed, whenever the employee's responsibilities or designated actions under the plan change or whenever the plan is changed.</p> <p>3. 29 CFR 1910.1200(h)</p>



Spill Management training records are kept for 3 years.		Employers shall provide employees with information and training on hazardous chemicals in their work area at the time of initial assignment and whenever a new hazard is introduced into the work area.		
OPA 90 PREP TRIENNIAL DRILL SCHEDULE				
Triennial Drills must include the following exercises:				
Terminal and Pipeline Drills				
Drill Type	Frequency	Drills 3/year Period	Agency	Initiating Authority
QI Notification	Quarterly	12	USEPA, USCG, RSPA	Facility Response Team/OSRO(6)
Response Team Notification	Quarterly	12 (5)	RSPA	Facility Response Team/OSRO(6)
Equipment Deployment	Semi-Annual	6 (1)	USEPA, USCG	Facility Response Team/OSRO(6)
Exercise Entire Response Plan	All Components Every 3 Years	1	USEPA, USCG, RSPA	Facility Response Team/OSRO(6)
Corporate Response Team Drills				
Table Top Exercise	Annual	1	USEPA, USCG	Corporate Team/ OSRO
Unannounced Equipment Deployment	When Announced	None	USEPA, USCG	Facility Team/ OSRO
Area Exercise	When Announced	20 (2)	USEPA, USCG	Facility and/or Corporate Team/ OSRO
<ol style="list-style-type: none"> 1. Three Drills must be announced 2. 20 exercises total nationwide per year. 3. One drill must include a worst case discharge scenario. 4. must have six months minimum lapse between exercises. 5. notification of a response team applies to Facility Response Team or Prearranged Response Contractors. 6. OSRO = Oil Spill Removal Organization USEPA = Environmental Protection Agency USCG = United States Coast Guard RSPA = Research and Special Administration 				

33 CFR 154.1035(d) – Plan Review and Updated Procedures

- A. The HCC Response Plan will be reviewed annually.
- B. All changes will be submitted to the COTP.
- C. The Plan will be submitted for re-approval every 5 years.



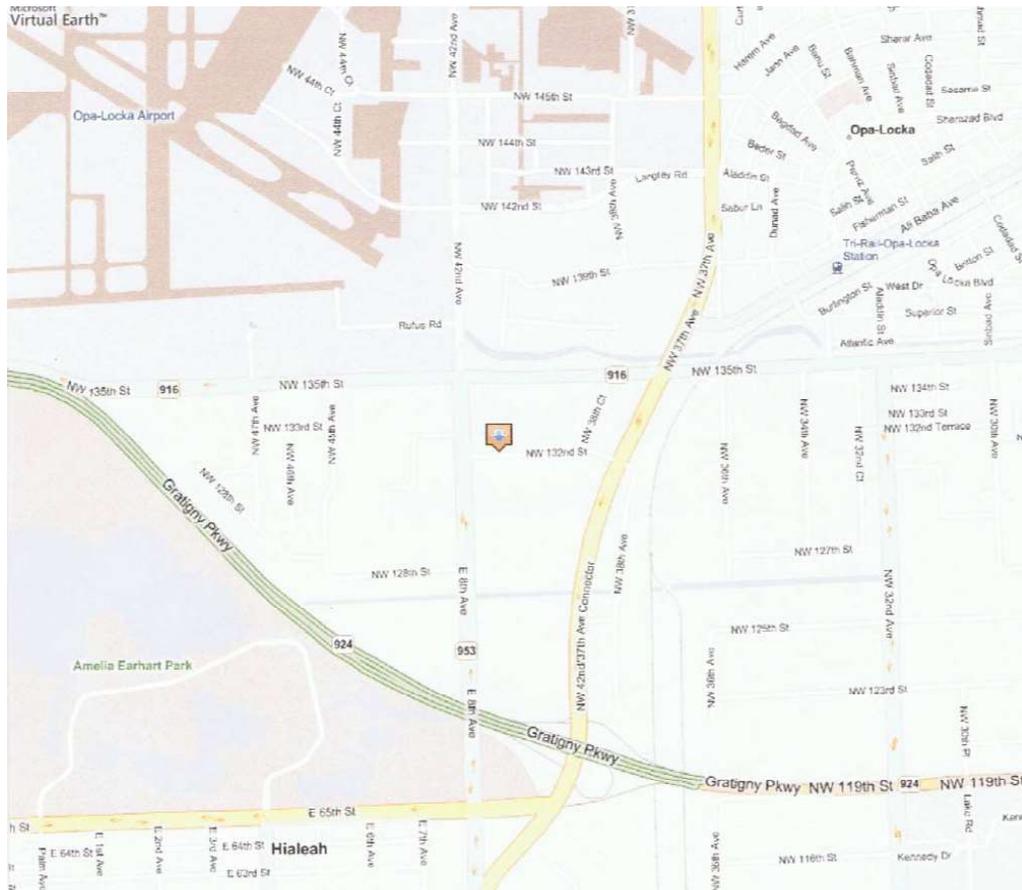
Appendix A – Facility Specific Information

Geographic Location of HCC Collection & Transfer Facility:

HCC mobile transfer facilities operate within the COTP Miami Zone. Wastes are collected and transferred to the HCC Facility located in Opa-Locka, Florida. The Opa-Locka Facility is a licensed waste oil collection and processing facility. The street address of our Opa-Locka facility is:

HCC Miami WWTF	305-994-9949
4103 North West 132 nd Street	877-316-0633
Opa-Locka, FL. 33054	305-681-6175 (Fax)
Longitude:	80W 15' 56.9"
Latitude:	25N 53' 36.8"

Geographic Location of the Opa-Locka Facility:



Hours of Operation:

Office: 0800 till 1700 Monday through Friday
 Operations: 24 Hours - 7 Days per Week
 Emergencies: 24 Hours - 7 Days per Week

Persons on Duty:

Office: Two
 Truck Drivers: Three (minimum)

Number of Vessels Serviced Simultaneously:

Each mobile facility is assigned to only one vessel during the duration of the transfer. Transfers from more than one vessel are not conducted simultaneously. (The only exception being the use of the mobile transfer facility during an emergency response to an oil spill. In this case, while under the direction of the cognizant COTP or his representative, there may be occasions where it is deemed appropriate to transfer from more than one vessel if doing so would mitigate the harmful effects of a pollution incident upon the environment). All transfers involving a vessel are from the vessel to the mobile facility. (Removal operations).



HCC's Mobile transfer facilities are set up and capable of servicing a wide range of vessels. The vessels serviced range from small yachts and coastal freighters to large passenger cruise liners and container vessels. Appendix D provides an inventory of vehicles that can transfer oil or hazardous materials from a vessel.

Products Transferred and SDS Information:

- Gasoline
- Aviation Gasoline
- No. 2 Oil – Diesel Fuel
- Jet A Kerosene
- No. 6 Oil – Heavy Fuel Oil

SDS are located in Appendix B and 3E Online.



Appendix B - Safety Data Sheets



Appendix C – List of Contacts

See Appendix E for a list of contacts.



Appendix D – Equipment List and Records

33CFR 154.1035(e)(3) - Quantity, Type and Location of Containment Equipment

HCC has access to and the ability to deploy all the materials required for spill clean-up. Time limits for a response in Port Everglades is 90 minutes, time limits for a response at the Port of Miami or the Miami River is 90 minutes. HCC maintains Spill Trailers at it's Opa-Locka Facility.

HCC Vehicle Number	Year	Vehicle Description	Capacity
899463	2002	Kenworth Tractor	Not Applicable
510092	2000	Peterbilt Tractor	Not Applicable
*100676	1976	Tanker (Butler)	8,000 Gallons
*F14742	2004	Tanker (Heil)	7,000 Gallons
198028	2007	Kenworth Tractor	Not Applicable
*950271	1979	Tanker (Heil)	9,000 Gallons
*G51558	1981	Tanker (Heil)	8,200 Gallons
501410	2000	Peterbilt Vac Truck	4,000 Gallons
847784	2005	Peterbilt Vac Truck	4,000 Gallons
*004201	2009	LBT Semi Trailer Tank	9,000 Gallons
*005702	1997	Tanker (Frue)	9,000 Gallons
*000702	2009	Tanker (LBT)	9,000 Gallons
*003301	2009	Tanker (LBT)	9,000 Gallons
*001301	2008	Tanker (LBT)	9,000 Gallons
002698	2007	Mack Vacuum Truck	4,400 Gallons
*003115	1987	Trailmaster Tanker Trailer	9,200 Gallons
*002308	1988	Youngs Tanker Trailer	9,200 Gallons
*011010	1987	Fruehauf Tanker Trailer	9,200 Gallons
*003171	1996	Trailmaster Tanker Trailer	9,200 Gallons
179859	2018	Kenworth Tractor	Not Applicable
187736	2018	Kenworth Tractor	Not Applicable
187737	2018	Kenworth Tractor	Not Applicable
187738	2018	Kenworth Tractor	Not Applicable
*625714	1979	Fruehauf Tanker Trailer	9,200 Gallons
*H67794	2004	Heil Tanker Trailer	9,200 Gallons
*003097	1986	Trailmaster Tanker	9,000 Gallons
874734	2005	Peterbilt Tractor	Not Applicable



HCC Vehicle Number	Year	Vehicle Description	Capacity
874736	2005	Peterbilt Tractor	Not Applicable
874730	2005	Peterbilt Tractor	Not Applicable
874729	2005	Peterbilt Tractor	Not Applicable
*A14796	1980	PTTI Tanker Trailer	9,200 Gallons
006994	2006	Mack Tractor	Not Applicable
012312	2006	Mack Tractor	Not Applicable
011653	2006	Mack Tractor	Not Applicable
362128	2013	Kenworth Tractor	Not Applicable
362132	2013	Kenworth Tractor	Not Applicable
362133	2013	Kenworth Tractor	Not Applicable
362137	2013	Kenworth Tractor	Not Applicable
192169	2018	Kenworth Tractor	Not Applicable
007233	1990	Mack Tractor	Not Applicable
*H56830	1995	Heil Tanker	8,000 Gallons
*001098	1993	Custom Tanker	9,200 Gallons
*151629	2018	Drag Master Utility Tanker	6,300 Gallons
*151632	2018	Drag Master Utility Tanker	6,300 Gallons
*151633	2018	Drag Master Utility Tanker	6,300 Gallons
*151634	2018	Drag Master Utility Tanker	6,300 Gallons
*151635	2018	Drag Master Utility Tanker	6,300 Gallons
*151636	2018	Drag Master Utility Tanker	6,300 Gallons
*151637	2018	Drag Master Utility Tanker	6,300 Gallons
*151638	2018	Drag Master Utility Tanker	6,300 Gallons
*151639	2018	Drag Master Utility Tanker	6,300 Gallons

*6,000 gallons is the maximum allowed volume to be transported by 49 CFR 658.17 DOT Regulations.



Appendix E – Communication Plan – Steps for Port Emergencies and Reporting Incidents



33 CFR 154.1035(e)(4) - Description of the Communications System

Heritage – Crystal Clean, LLC Mobile Transfer Facilities are equipped with cell phones that work off cell phone towers throughout the state. Communications with the vessel's PIC are done orally, hand signals, and/or airhorns.

Steps for Port Emergencies and Reporting Incidents Procedures - Florida

Spills or environmental releases **or** spills involving oil, fuel, oily water, and any other hazardous material must be immediately contained and reported.

1. **UPON DISCOVERY OF RELEASE** the Tanker PIC must immediately notify the Vessel/Ship PIC to shut off the pump(s) – preferably using airhorn blast.
2. The Tanker (**Mobile Facility**) PIC will ensure the released material is contained and will not flow toward storm drains or the edge of the dock. Disperse absorbent pads, oil booms and oil dry as needed. These materials are required to be on the truck/tractor.
3. The Tanker PIC contacts the Primary Qualified Individual (QI) or the Alternate Qualified Individual (AQI).

Miami (Ports of Miami and Everglades) – Primary QI – Robert Gonzales – 786-689-8692
Ports of Tampa and Canaveral – Primary QI – Kevin McIntyre – 863-582-6376

Alternate QI's:

- a. Alternate QI 1 – Tony Piotrowski – 407-709-3600
- b. Alternate QI 2 - Rick Smith – 813-648-1324
- c. Therodigious Green QI 3 – 407-459-6065

If a QI cannot be reached, Tanker PIC contacts CHEMTREC (see below). Tanker PIC must inform CHEMTREC, and the EHS Manager on Duty, that he has been unsuccessful in making contact with QI or AQI. After attempts to QI and AQI unsuccessful, Immediately call CHEMTREC with this information.

When QI reached:

4. Once the Tanker PIC makes phone contact with the QI, the following happens:
 - a. The Tanker PIC calls CHEMTREC at 800-424-9300 “1” and provides their contact information, along with the QI contact information (or that they have been unable to reach QI – if applicable)
 - b. The QI will determine if OSRO needs to be called (EHS will determine this if QI has not been reached).
 - c. The QI calls OSRO if spill is too large to self-contain and clean up. Refer to the Mobile FRP for OSRO information (Or EHS if QI has not been reached).

5. OSRO Spill Response:

- US Ecology: (800) 899-4672
- Diversified Environmental Services: 813-248-3256 – St. Petersburg Sector (Backup)



6. If necessary, as a secondary measure, the QI should make a secondary call to CHEMTREC to ensure they have been notified (providing their info and the Tanker PIC contact information).
7. When CHEMTREC is called, the Corporate Environmental Manager is notified. The Corporate Environmental Manager will immediately call the Tanker PIC to obtain initial spill information including assigned QI. Next, the Corporate Environmental Manager make contacts with the QI to obtain necessary information and get updates.
8. The Tanker PIC should confirm that the corresponding Port Authority has been notified.
9. The QI and the Corporate Environmental Manager must have a conversation to determine the gravity of the release and determine if the NRC, Florida State Watch Office for Fish and Wildlife, and/or the Coast Guard Captain of the Port need to be notified. Once the conversation is completed, the Corporate Environmental Manager will notify.
All PICs and any other personnel involved must remain on-site until all required interviews can be completed.

Additional Numbers - Qualified Individual and Corporate Environmental Manager on Call MUST DISCUSS Incident before Calling These Entities

Corporate Environmental Manager on Duty will make the following notifications:

National Response Center:	800-424-8802 (24/7)	
USCG Sector Miami Zone:	MSO Miami:	305-535-8758
	Command Center:	305-535-4472 (24/7)
	Facilities Office:	305-695-2344
	Group Miami:	305-535-4313
USCG Sector St. Petersburg Zone:	MSO Tampa:	813-228-2189 or 2858
	Group St. Petersburg:	813-824-7531 or 7622
USCG Sector Jacksonville Zone:	Sector Jacksonville:	904-714-7500
	4-hr Transfer Fax:	904-232-1014
	Situation Control Center:	904-564-7513
	MSD Port Canaveral:	321-868-4251
Florida State Watch Office for Fish and Wildlife:	800-320-0519 (24/7)	



Appendix F – Site Safety Plan



Appendix H – List of Acronyms and Definitions

33 CFR 154.1035(e)(6)

ACP	-	Area Contingency Plan
COTP	-	Captain of the Port means the U.S. Coast Guard officer commanding a Captain of the Port Zone described in part 3 of this chapter, or that person's authorized representative
DOI	-	Declaration of Inspection
EPA	-	Environmental Protection Agency
FOSC	-	Federal On-Scene Coordinator
MSD	-	Marine Safety Department
MTR	-	Mobile Transfer Facility means any facility that can readily change location, such as a tank truck or tank car, other than a vessel or public vessel
OPA	-	Oil Pollution Act of 1990
OSRO	-	Oil Spill Response Organization
PIC	-	Person in Charge means an individual designated as a person in charge of transfer operations under §154.710 (for facilities) or §155.700 (for vessels) of this chapter
PSI	-	Pounds per square inch as defined in measurement of pressure volume
HCC	-	Heritage – Crystal Clean, LLC
RSPA	-	Research and Special Programs Administration
USCG	-	United States Coast Guard



Appendix I – OSRO Contracts



MASTER SERVICE AGREEMENT

Between

NRC Entity (Check Only One)

- Nationwide Agreement** (All Entities)
- National Response Corporation** (Compliance Only)
- NRC Alaska, LLC**
- NRC East Environmental Services, Inc.** (Northeast)
MA HIC Contractor License #186217, FEIN: 04-2788344
- NRC Environmental Services Inc.** (West Coast)
WA: Contractor License, NRCENSI963CR
OR: Contractor License, Number 89527
CA: Contractors License, Number 716581, A & Asbestos (C-22)
Hazardous Materials CHP Carrier, License Number 114013
Public Works Contractor Registration (DIR) Number 1000008965
- NRC Gulf Environmental Services, Inc.** (Gulf Coast)
- Specialized Response Solutions, L.P.** (SRS)
- Other Entity** (Only with Legal Dept. Approval): _____

Ronald Richards

Fort Lauderdale Branch Manager
6900 NW 12th Avenue, Fort Lauderdale, FL 33309
p: (954) 666-4875 c: (954) 789-6176
ronald.richards@usecology.com

And

HERITAGE-CRYSTAL CLEAN, LLC

[CUSTOMER]

For EMERGENCY SPILL RESPONSE, CALL 800-899-4672

MASTER SERVICE AGREEMENT

THIS AGREEMENT, effective this 28th day of December, 2021 between the NRC entity selected on the first page of this Agreement ("NRC"), and Heritage-Crystal Clean, LLC, an Indiana limited liability company ("CUSTOMER"). NRC and CUSTOMER may be referred to individually as a "Party" and collectively as the "Parties". If the "Nationwide Agreement" option is selected on the first page, then the entity shall be deemed to be National Response Corporation, and work in each instance shall be assigned to the applicable NRC Affiliate in accordance with Article 1.4.

WHEREAS, NRC is engaged in the business of providing environmental and industrial contracting and hazardous waste management services, including emergency response services to mitigate oil, hazardous and other substances released into the environment; and

WHEREAS, CUSTOMER desires to engage NRC to perform emergency response and other environmental and industrial services on an as-needed basis.

The Parties agree as follows:

ARTICLE 1 SCOPE OF SERVICES

- 1.1 NRC may provide CUSTOMER with environmental and industrial services on a planned basis ("Planned Services", and collectively with Response Services, referred to as "Services"), including but not limited to soil and groundwater remediation, facility decontamination, confined space entry, demolition, industrial cleaning and vacuuming, transportation and disposal, preparedness training, storage tank removal and/or installation, technical services, including sampling and laboratory analyses, labpack and other environmental services pursuant to requests by CUSTOMER and proposals submitted by NRC. NRC's proposal for Planned Services will define the scope, schedule, and compensation of the Planned Services.
- 1.2 NRC may provide emergency response services ("Response Services") to respond to spills of oil of any kind or in any form (including petroleum, fuel oil, sludge, oil refuse, and oil mixed with other substances), hazardous waste, or other regulated and non-regulated substances or materials as defined by applicable state and federal law (referred to collectively as "Waste" or "Wastes") on land or in the water on an as-called, as-able basis in the locations described in EXHIBIT A. The scope of Response Services to be performed by NRC will be determined by the Parties at the time NRC accepts CUSTOMER's request for Response Services, and as directed by CUSTOMER's on-scene representative and any governmental agency involved.
- 1.3 This Agreement shall not obligate CUSTOMER to purchase Services from NRC, nor shall this Agreement obligate NRC to provide Services (except to the extent required by an executed Retainer Addendum), but shall govern all orders or requests for Services issued by CUSTOMER which are accepted by NRC.
- 1.4 As necessary based on the geographical location of the Services and the particular scope of Services to be performed, the Parties acknowledge that in certain instances the Services may be performed by Affiliates of NRC, as such term is defined below. On the document specifically authorizing any particular Services (an "Order"), the Parties shall identify the performing NRC entity. Once the specific performing NRC entity is identified and the Order is signed by an authorized representative of each Party, that Order shall constitute a separate agreement between the Affiliate of NRC and CUSTOMER, governed by and subject to terms and conditions identical to this Agreement. If the performing NRC entity is not so identified, then the Order shall be deemed to be an agreement between the Parties, and NRC shall thereafter be free to assign their rights, responsibilities or obligations with regard to any particular Services to the correct Affiliate. "Affiliate" means an entity that directly or indirectly through one or more intermediaries, is controlled by or is under common control with NRC, in each case where the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise. Each Order is independent and separate from every other Order, and an Affiliate that is party to one Order shall have no liability or obligation with respect to any failure by another Affiliate that is party to a separate Order to perform any of its obligations under the separate Order.

ARTICLE 2 INITIATION OF RESPONSE SERVICES

- 2.1 CUSTOMER shall request Response Services by telephone during any 24-hour period at **1-800-899-4672**.
- 2.2 CUSTOMER shall provide NRC with the location of the spill ("Site"), nature of the emergency, approximate time of the emergency, substance released, chemical name, trade name, amount released, name of CUSTOMER's on-scene representative, and other information requested by NRC. NRC will rely upon this information in determining if and to what extent NRC will respond.

- 2.3 Unless an addendum is signed by both Parties whereby NRC commits to a guaranteed response time for a standby retainer fee ("Retainer Addendum"), NRC is not obligated to respond to requests for Response Services. In such event, NRC shall promptly inform CUSTOMER of its inability to perform Response Services as requested. If NRC is able to respond, NRC does not guarantee a response time. NRC may determine in its sole discretion which requests for Response Services to respond to in the event that NRC receives more requests than it can respond to with its available personnel and equipment. NRC is not obligated to remove personnel and equipment from services for other customers initiated prior to CUSTOMER's initiation of the Response Services.
- 2.4 CUSTOMER and NRC may issue written confirmation of a request for Response Services in the form attached as EXHIBIT B or another similar instrument. Execution of a written confirmation shall not, however, be a condition precedent to payment for Response Services performed by NRC under this Agreement. To the extent that any terms contained in a written confirmation conflict with the terms of this Agreement, the terms of this Agreement will control.
- 2.5 Daily work reports will be issued to document the resources used by NRC to perform the Services. If CUSTOMER's representative is not available to sign daily work reports, CUSTOMER remains responsible to promptly review and approve daily work reports submitted by NRC. CUSTOMER's failure to (i) sign and return daily work reports hand delivered to CUSTOMER's representative, or sent to CUSTOMER's email address, or (ii) provide its written objection to daily work reports within 24 hours of receipt, signifies CUSTOMER's acceptance of the resources reported by NRC.
- 2.6 CUSTOMER may name NRC in its state and federal contingency plans only as a supplemental resource, without any guarantee of response time or resource level capabilities. NRC may provide any governmental agency notice of the status of CUSTOMER's relationship with NRC. Upon expiration or termination of this Agreement, NRC may notify any governmental agency that CUSTOMER is no longer entitled to name NRC in its contingency plans.

ARTICLE 3 NRC'S RESPONSIBILITIES

- 3.1 NRC shall provide supervision, labor, materials, tools, equipment and subcontracted items for the performance and completion of the Services, as agreed between the Parties. NRC shall act as an independent contractor in the performance of the Services.
- 3.1.1 NRC shall supervise, direct, control and directly pay for all personnel NRC provides to perform the Services, whether permanent or temporary personnel of NRC, or employees of third parties who provide personnel to NRC on a contract basis. Similarly, all equipment utilized by NRC, whether owned, rented or under subcontract, including vessels, boom, and skimmers, shall be installed, operated, monitored, maintained, demobilized and decontaminated by NRC personnel or the personnel of NRC's subcontractors. Labor hours associated with installing, operating, monitoring, maintaining, demobilizing and decontaminating the equipment, will be compensated in accordance with Article 5. NRC is not required to supervise, direct or control any personnel provided by CUSTOMER.
- 3.2 Response Services are provided on an emergency basis to minimize to the extent practicable the environmental damage and health and safety risks resulting from spills or releases of oil, hazardous or other substances. The substance involved may not be eliminated from the Site by the Response Services. NRC DOES NOT WARRANT THAT THE RESPONSE SERVICES WILL RENDER THE SITE SAFE FOR ANY FORM OF HUMAN ACTIVITY OR IN COMPLIANCE WITH ANY STATE, LOCAL OR FEDERAL LAW.
- 3.3 NRC shall comply with applicable provisions of federal, state and local safety laws and regulations. While on CUSTOMER's facilities or vessels, NRC shall comply with all instructions received from CUSTOMER concerning safety policies and procedures. CUSTOMER shall give such instructions with as much advance notice as is practicable under the circumstances. NRC shall maintain all required safety training, including HAZWOPER training, of its employees. NRC does not have responsibility for the elimination or abatement of safety hazards created or otherwise resulting from conditions at the Site existing prior to NRC's presence, or arising from work at the Site carried on by CUSTOMER's employees, agents or other contractors. CUSTOMER agrees to cause its employees, agents and other contractors to comply with all applicable provisions of federal, state and local safety laws and regulations and all reasonable requests of NRC for the elimination or abatement of any safety hazard at the Site.
- 3.4 CUSTOMER agrees that (i) actions carried out in an emergency response may be inherently dangerous and difficult, (ii) rules and requirements that may be appropriate and applicable under normal circumstances may not be appropriate or applicable in a particular emergency situation, as recognized by the considerable authority of governmental or regulatory agencies to direct private actions in a response, and (iii) there are unresolved

jurisdictional and applicability issues associated with emergency response that may make it difficult to determine the applicability of a particular requirement. This Agreement will not be interpreted in a manner that would hold NRC to a standard that would be unreasonable under the actual conditions of a particular spill event. All NRC actions carried out consistently with the directions of the federal or state on scene coordinator or with approval of applicable safety officials comply with Article 3.3.

- 3.5 NRC will require laboratories hired by NRC to maintain samples for thirty (30) calendar days from the date the analysis is performed. After thirty (30) calendar days, at CUSTOMER's direction, the samples will be returned to CUSTOMER or CUSTOMER shall pay all charges and expenses associated with disposal.

ARTICLE 4 CUSTOMER'S RESPONSIBILITIES

- 4.1 Prior to the commencement of the Services, CUSTOMER shall designate a representative to NRC who is acquainted with the Services, and who has authority on behalf of CUSTOMER to approve changes in the Services, approve and sign daily work reports submitted by NRC, resolve disputes in invoices, render decisions promptly, execute waste manifests and furnish information expeditiously and in time to meet the time schedule for completion of the Services.
- 4.2 CUSTOMER shall provide full and complete information regarding its requirements for the Services and shall immediately transmit to NRC any new information which becomes available or any change in plans subsequent to any such providing of information. CUSTOMER shall communicate to NRC those special hazard risks involved in the excavation and/or removal of the Wastes of which it is or becomes aware including any relevant notification of substantial risk given by CUSTOMER pursuant to the Toxic Substances Control Act.
- 4.2.1 CUSTOMER shall furnish to NRC available information on the Site describing: physical characteristics, soil reports and subsurface investigations, the location of any installations and underground utilities, legal limitations, legal description, and other reports or documents that may be reasonably requested by NRC. In the event the Site is not owned by CUSTOMER, CUSTOMER is responsible for obtaining any information relative to the Site from the owner and providing that information to NRC.
- 4.3 Except as otherwise agreed in writing by NRC to be NRC's responsibility, CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the Services to be performed. CUSTOMER shall secure all necessary approvals, judicial and/or administrative orders necessary to insure NRC's legal access to the Site. Any right-of-way provided by CUSTOMER to/from the Site and/or to/from the most convenient public way, is sufficient to bear the weight of all NRC's equipment and vehicles required to perform the Services. NRC is not responsible for any changes required to be made to any private pavement or accompanying subsurface of any route for its performance of the Services except to the extent damage is caused by NRC's negligence. CUSTOMER shall be responsible for, or pay NRC's charges associated with, repairs to all private property, structures, roadways and rights-of-way arising out of the wear and tear resulting from NRC's reasonable use during the performance of the Services.
- 4.4 Upon NRC's written request, CUSTOMER shall furnish reasonable evidence satisfactory to NRC that sufficient funds are available and committed for the entire cost of the Services. Unless such evidence is furnished, NRC is not required to commence or continue any Services. If such evidence is not presented within ten (10) business days of the request, NRC may terminate this Agreement under Article 12. NRC's failure to request or insist upon the receipt of this evidence is not a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, or NRC's right to request or insist that such evidence be provided at a later date.
- 4.5 CUSTOMER shall execute all transportation, treatment and disposal manifests and other documentation as generator of the Wastes recovered or created during performance of the Services.
- 4.6 CUSTOMER warrants that the Services do not violate any final court order or any final ruling of any governmental agency.
- 4.7 CUSTOMER shall pay all taxes, assessments, and fees associated with the Services, including generator, disposal and other fees. Unless CUSTOMER provides NRC with a tax exempt certificate or direct pay permit, CUSTOMER shall reimburse NRC for all sales taxes, use or similar taxes or assessments or fees paid by NRC related to the Services.
- 4.8 CUSTOMER shall report any "confirmed release" to the appropriate local, state and federal agency in accordance with any applicable regulation. CUSTOMER shall indemnify, defend and hold harmless NRC from any and all fines, penalties, assessments and costs resulting from any failure of CUSTOMER to report such release.
- 4.9 CUSTOMER represents and warrants (a) that the description of the Waste on the Waste Profile is accurate and complete; (b) that Wastes to be transported by NRC for disposal or recycling will conform to such description; (c)

that containers of Wastes will be marked, labeled and otherwise conform with all applicable federal, state and local laws, regulations, and ordinances (unless such activities are within NRC's scope of work); (d) that it holds clear title to all Wastes to be transported by NRC hereunder; (e) that it is under no legal restraint or order which would prohibit transfer of possession of such Wastes to NRC for transportation and disposal; and (f) that it has communicated and will communicate to NRC during the Term hereof those hazards known by or become known by CUSTOMER to be associated with the handling, transportation, treatment, storage and disposal of the Wastes.

- 4.10 The obligations and information required by Articles 4.1 to 4.9 will be furnished with reasonable promptness at CUSTOMER's expense and NRC is entitled to rely upon the accuracy and the completeness of the information in the performance of the Services.

ARTICLE 5 COMPENSATION

- 5.1 Unless otherwise stated in a written proposal for Planned Services issued by NRC, CUSTOMER shall pay NRC for all Services performed on a time and materials basis in accordance with the terms and rates set forth in EXHIBIT C, NRC's Schedule of Rates, as amended in accordance with Article 5.1.1. CUSTOMER shall pay for all personnel provided by NRC in accordance with these rates, whether they are permanent or temporary employees of NRC, or employees of third parties who provide personnel to NRC on a contract basis. NRC administrative personnel required to perform project specific record-keeping, reporting, accounting, logistics and resource allocation are required for the proper performance of the Services and shall be paid for at the rates set forth in EXHIBIT C. All equipment and materials provided by NRC that are listed in EXHIBIT C, whether rented or owned, shall be paid for at the rates contained in EXHIBIT C. CUSTOMER shall pay for all expenses incurred by NRC in connection with the Services, including expenses for travel (including local travel), meals, lodging, reproduction, deliveries, equipment rental, freight, transportation, disposal, and subcontractor charges, in accordance with EXHIBIT C. All equipment rental, subcontractor charges, disposal services, material costs and other third-party charges for services, personnel, materials or equipment not listed on EXHIBIT C will be invoiced by NRC and paid for by CUSTOMER at the cost of such services, personnel, equipment or materials to NRC, plus a markup specified in the applicable Schedule of Rates, unless otherwise agreed in writing by both Parties.

- 5.1.1 The rates set forth in EXHIBIT C shall be firm from the date of execution until NRC provides CUSTOMER with written notice of a rate change. NRC's written notice to CUSTOMER of a rate change will be made by electronic mail to the primary CUSTOMER contact and by publication on www.nrcc.com, which client may access after having obtained a username and password from NRC. NRC's rates are usually updated on an annual basis on or around February 18th, though NRC reserves the right to make changes more frequently.

- 5.2 Unless specifically stated otherwise by NRC in a written proposal for Planned Services, estimates of the cost of Services provided by NRC are provided for budgetary purposes only, are not guaranteed, and will not limit the amount of compensation that NRC will receive for performance of the Services. This provision applies notwithstanding language to the contrary appearing on any purchase order or other written documentation provided to NRC by CUSTOMER, unless such purchase order or other written documentation fully satisfies the terms of Article 16.12.
- 5.3 NRC shall submit invoices setting forth the amounts due for all current charges and expenses on a periodic basis (which may be daily, weekly or monthly, at NRC's sole discretion) upon completion of the Services. Unless a different address is provided by CUSTOMER in writing, NRC shall submit all invoices to the address shown on the signature page of this Agreement. All invoices are due within forty-five (45) calendar days from the date of the invoice. CUSTOMER shall send payment to NRC as follows.
- 5.3.1 CUSTOMER shall, within thirty (30) calendar days of receipt of an invoice, communicate in writing to NRC any invoice errors, discrepancies or disputes. The written notice must specifically state the portion in dispute and describe the dispute in such detail that NRC has full notice of the dispute. If an error, discrepancy or dispute is identified, then the Parties will endeavor to resolve the dispute within fifteen (15) days. If no resolution is made within this time frame, the disputed amount will be excluded from the total invoice amount, and the Parties will exercise good faith to resolve the dispute within thirty (30) calendar days. The undisputed balance of the invoice will be paid within forty-five (45) calendar days after the original invoice date. Payments from CUSTOMER shall first be applied to interest, if any, and then to principal.
- 5.3.2 Balances outstanding more than thirty (30) calendar days after the invoice date shall be deemed delinquent and shall earn interest at the rate of 1.5 % per month, or the maximum rate permitted by law (whichever is less), from the due date until paid. In addition to interest, CUSTOMER is responsible for all costs incurred by NRC (including costs incurred in any bankruptcy or insolvency

proceeding) to collect overdue amounts, including collection fees, filing fees, court costs, attorney's fees (including, without limitation, costs for actual time expended by in-house counsel, which shall be calculated at the prevailing market for attorneys of similar experience practicing in the jurisdiction) and the costs of any experts. NRC reserves all legal rights and recourses against CUSTOMER and its property, including the right to place liens on property or vessels, for failure of CUSTOMER to pay invoices when due. In addition, NRC may suspend performance of the Services in the event any invoice is delinquent, and continue the suspension until all delinquent invoices are paid. CUSTOMER shall pay all costs incurred by NRC during, and arising as a result of the suspension period in accordance with EXHIBIT C.

- 5.3.3 Upon request by NRC, CUSTOMER shall provide security for payment as follows: (i) by depositing funds in an escrow account with an escrow agent on terms acceptable to NRC; (ii) by providing a standby letter of credit in favor of NRC issued on terms and by a commercial bank acceptable to NRC; or (iii) by arranging such other form of security or credit arrangement on terms acceptable to NRC. The amount of security will be determined in NRC's sole discretion as appropriate under the circumstances, and will be increased as required by NRC. NRC is not obligated to continue to provide Services when it has not been timely paid or provided with acceptable security.
- 5.4 For one year from the completion of each request for Services, NRC will maintain records of all labor, materials, equipment and expenses invoiced to CUSTOMER on a rate sheet or reimbursable basis and will make such records available to CUSTOMER for review during normal business hours at the NRC office providing the Services. This right of review shall not extend to the makeup or various components of rates or unit prices provided to CUSTOMER.
- 5.5 CUSTOMER shall at all times be responsible for the payment of NRC's invoices, regardless of CUSTOMER's entitlement to payment or reimbursement from its insurer or any other third party.
- 5.6 CUSTOMER hereby assigns to NRC all rights to any insurance payments that CUSTOMER may be entitled to receive for the Services provided under this Agreement and hereby authorizes its insurance company or agent to pay NRC directly. Notwithstanding the foregoing assignment, CUSTOMER shall retain the obligation to make payment in accordance with this Agreement and grants NRC the right, at its sole option, to place a lien against any such insurance payments.
- 5.7 CUSTOMER agrees to pay NRC in accordance with Exhibit C for any litigation support or testimony provided by NRC in connection with or arising out of the Services performed by NRC under this Agreement, whether or not called for by subpoena or court process.

ARTICLE 6 CHANGES IN THE SERVICES

- 6.1 CUSTOMER and NRC may request changes in the Services. In the event changes in the Services, emergencies, changed conditions, or delays and interferences result in increased work requirements, extended schedule or increased cost to perform the Services, CUSTOMER shall pay NRC for such changed or increased Services or delays in accordance with EXHIBIT C (or as otherwise mutually agreed by the Parties in writing).
- 6.2 Response Services are governed and regulated by state, federal and local laws and regulations and other requirements of government agencies with jurisdiction over emergency events and environmental matters. To the extent any governmental requirements increase the scope of Response Services and the expenses associated with such Response Services, CUSTOMER shall pay NRC for all Response Services and expenses in accordance with Exhibit C

ARTICLE 7 INSURANCE

- 7.1 NRC shall carry at its expense, during the term of this Agreement, the insurance coverages set forth below:

COVERAGE	LIMITS
(a) Worker's Compensation	Statutory
(b) Employer's Liability	\$1,000,000 each occurrence
(c) Commercial General Liability (Bodily Injury & Property Damage)	\$2,000,000 per occurrence \$4,000,000 aggregate
(d) Automobile Liability (Bodily Injury & Property Damage)	\$5,000,000 combined single limit/aggregate
(e) Contractor's Pollution Liability	\$10,000,000 per incident
(f) Umbrella Liability	\$10,000,000 per occurrence

NRC will furnish CUSTOMER, upon CUSTOMER's request, insurance certificate(s) evidencing the above coverages. CUSTOMER will be designated an additional insured on the General, Auto, and Umbrella Liability policies to the extent of negligent operations performed by NRC. CUSTOMER shall maintain its own liability insurance to cover its own fault or negligence and any indemnity obligations described in this Agreement.

- 7.2 CUSTOMER waives all rights against NRC for damages covered by property insurance during and after completion of the Services, except in the case of gross negligence or willful misconduct of NRC.

ARTICLE 8 INDEMNIFICATION

- 8.1 Subject to Article 8.1.1 below, CUSTOMER's indemnification obligations and Articles 14 and 15, NRC shall indemnify, defend and save harmless CUSTOMER, its parent and affiliated companies, their directors, officers, employees, and agents ("CUSTOMER Indemnitees") from liabilities, claims, demands, damages, causes of action, costs and expenses, including reasonable attorney's fees and costs of defense (collectively referred to as "Claims") for bodily injury to or death of any person or destruction of or damage to any property of any third party, but only to the extent arising from (i) the negligent and gross negligent acts or omissions or willful misconduct of NRC, its agents, employees or subcontractors in the performance of the Services, or (ii) the failure of NRC or any of its employees, agents or subcontractors to comply with any their duties and obligations under the law. NRC's obligation does not extend to Claims arising from (a) CUSTOMER Indemnitees' failure to comply with its obligations under the law or this Agreement, (b) negligent or gross negligent acts or omissions or willful misconduct of CUSTOMER Indemnitees, anyone under contract with CUSTOMER or otherwise under CUSTOMER's direction and control, or (c) acts or omissions of any third party.

- 8.1.1 Notwithstanding anything to the contrary contained herein, where the Services consist of or are related to responses to releases or threatened releases of oil or hazardous substances, to the fullest extent allowable by law, CUSTOMER agrees to indemnify, defend and hold harmless NRC, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents, successors and assigns from and against any and all claims, costs, losses, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment, destruction of, damage to or loss of, whether actual or alleged, any property or natural resources, including the costs of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Water Pollution Control Act, as amended, or other federal or state law or lawful authority applicable to threatened or actual releases of oil or hazardous substances which NRC may suffer, incur, or pay out in connection with, or arising out of the threatened or actual release of oil or hazardous substances by or owned by CUSTOMER and for which responder immunity is conferred upon NRC. Operation of such responder immunity shall be suspended if NRC is grossly negligent or engages in willful misconduct. For the purposes of this indemnity, "gross negligence" shall not be deemed to include (a) NRC's lack of available equipment or personnel, (b) failure of NRC's equipment, (c) acts performed by NRC at the direction of the U.S. Coast Guard or other governmental authority, or (d) acts performed by NRC at the direction of the CUSTOMER or any of CUSTOMER's agents, representatives or other contractors.

- 8.2 CUSTOMER shall indemnify, defend and hold harmless NRC, its parent and affiliated companies, their directors, officers, employees, agents, and subcontractors ("NRC Indemnitees") against Claims to the extent arising out of or as a result of (i) the negligent acts or omissions or willful misconduct of CUSTOMER Indemnitees and its other contractors; or (ii) the failure of CUSTOMER Indemnitees or other contractors to comply with any of their duties and obligations under the law.
- 8.3 CUSTOMER shall indemnify, defend and hold harmless NRC Indemnitees from all Claims arising out of or as a result of the discharge, escape or release of Wastes from CUSTOMER's property or the property of others, except to the extent caused by the active negligence, gross negligence or willful misconduct of NRC Indemnitees in the performance of the Services.
- 8.4 CUSTOMER shall pay NRC for any reasonable attorneys' fees, legal expenses, reproduction costs and other costs incurred by NRC and charges for the time of NRC's personnel spent to respond, defend or participate in disputes involving CUSTOMER or the subject matter of the Services when NRC is not a named party and the Claim does not fall within NRC's indemnity and defense obligations, including when NRC is called or subpoenaed for depositions, examinations, appearances or document production.

- 8.5 ~~Page 157 of 165~~ CUSTOMER agrees that NRC shall not be responsible or liable for pre-existing contamination at any job location.

ARTICLE 9 CONFIDENTIALITY

- 9.1 For purposes of this Article, "Information" means any verbal, handwritten, typewritten, printed, recorded or graphic matter (including computer-generated mediums) containing proprietary business information of either Party which may come within the knowledge of the other Party in the performance of this Agreement. "Confidential Information" is any Information that has been designated in writing by the Party seeking to protect the Information under this Article. In the case of verbal or visual Information, the Party seeking to apply this Article to the Information shall, within three (3) business days of the conveyance of the Information to the other Party, notify the other Party in writing that the Information is considered Confidential Information and to treat it as such under this Article.
- 9.2 NRC and CUSTOMER (including both Parties' employees, officers, agents, and directors) shall treat Confidential Information as confidential and proprietary and not disclose it to others during or for a period of three (3) years after the termination of this Agreement (except as is necessary to perform Services under this Agreement), without securing the prior written consent of the other Party.
- 9.3 Nothing contained within this Article will prevent either NRC or CUSTOMER from disclosing to others or using in any manner Confidential Information which either Party can show:
- 9.3.1 has been published and has become part of the public domain other than by acts, omissions, or fault of the receiving Party;
 - 9.3.2 has been furnished or made known to the receiving Party by third parties (other than those acting directly or indirectly for or on behalf of the disclosing Party) as a matter of legal right without restrictions on its disclosure; or,
 - 9.3.3 was in the receiving Party's possession prior to the disclosure thereof by the other Party.
- 9.4 If either Party is required by subpoena, court, or administrative order ("Order") to disclose Confidential Information of the other Party, the disclosing Party shall give notice to the other Party prior to the date the Party is ordered to disclose the Confidential Information. Upon receipt, the Party whose Confidential Information is the subject of the Order may interpose.

ARTICLE 10 EXCUSE OF PERFORMANCE

- 10.1 The performance of this Agreement, except the obligation to pay for Services already rendered, may be suspended in the event performance is prevented by a cause or causes beyond the reasonable control of the performing Party. Such causes include, but are not limited to: acts of God; acts of war; acts of terrorism; riots; fires; explosions; accidents; floods; abnormal weather; sabotage; requirements of Governmental laws, regulations, permits, ordinances, rules, orders or actions; national defense requirements; injunctions or restraining orders; failure or refusal of disposal facilities to handle or receive Wastes; labor trouble, strike, lockout or injunction (provided that neither Party shall be required to settle a labor dispute against its own best judgment); and, in the case of Response Services, traffic or other events beyond NRC's reasonable control that delay its Response Services.
- 10.2 The Party asserting a right to suspend performance under this Article must, within a reasonable time after it has knowledge of the effective cause, notify the other Party of the cause for suspension, the performance suspended, and the anticipated duration of suspension.
- 10.3 Upon receipt of notice advising the other Party of a suspension of performance, the Parties shall mutually agree on one of the following:
- 10.3.1 termination of all or any part of the Services affected;
 - 10.3.2 demobilization of affected personnel and equipment from the Site with remobilization to the Site occurring at a mutually agreeable time after the end of the suspending event; or,
 - 10.3.3 placement of affected personnel and equipment in a standby mode until the end of the suspending event.
- 10.4 If the Parties agree to option 10.3.1 above, CUSTOMER shall compensate NRC as set forth in Article 12.3. If the Parties agree to either option 10.3.2. or 10.3.3 above, the Parties shall agree to schedule adjustments and adjustment to compensation in the manner as set forth in Articles 5 and 6.

ARTICLE 11 DIFFERING SITE CONDITIONS

- 11.1 NRC is entitled to equitable adjustments in the compensation and schedule of Services in the event NRC encounters physical, structural, utilities, subsurface, soil or other conditions at the Site differing from those indicated by CUSTOMER, contained in documents provided to NRC for pricing purposes or revealed from a

visual site inspection. The Parties will agree in writing upon an appropriate amendment or change order to the Authorization to Proceed issued for the Service to reflect the cost and schedule impact of such conditions. NRC is not required to continue performance of the Services upon notification to CUSTOMER of the differing site conditions until an amendment or change order is agreed upon.

- 11.2 Absent mutual agreement to the contrary, NRC shall be entitled to compensation for Services rendered as a result of changed conditions in accordance with EXHIBIT C.

ARTICLE 12 TERM AND TERMINATION

- 12.1 This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter, provided however, that either Party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other Party.
- 12.2 This Services being performed under this Agreement, may be terminated with or without cause by either Party upon thirty (30) calendar day's written notice to the other Party.
- 12.3 This Agreement, or Services being performed under this Agreement, may be terminated by either Party upon forty-eight (48) hours written notice should the other Party fail substantially to perform its material obligations under this Agreement through no fault of the Party initiating the termination, provided the Party initiating the termination has given the other Party written notice of the deficiency, and allowed that Party a reasonable period of time, not to exceed five (5) business days, to commence to cure the deficiency before notice of termination is issued.
- 12.4 In the event of termination, CUSTOMER shall compensate NRC for (a) all Services performed prior to termination; (b) all materials purchased by NRC for the CUSTOMER prior to termination; and (c) reasonable demobilization and decontamination charges.

ARTICLE 13 DELEGATION AND ASSIGNMENT

- 13.1 NRC may, without the prior consent of CUSTOMER, delegate, the performance of a portion of the Services. However, any delegation by NRC shall not operate to relieve NRC of its responsibilities hereunder. NRC shall make reasonable efforts to inform CUSTOMER of any subcontractors hired to perform the Services and shall ensure any such subcontractors carry adequate insurance.
- 13.2 Neither Party may assign any rights or remedies hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned, provided, however, that NRC may assign this Agreement to an Affiliate upon notice to CUSTOMER.

ARTICLE 14 HANDLING OF SUBSTANCES

- 14.1 During the Term of this Agreement, CUSTOMER may, from time to time, provide certain materials (including but not limited to, hazardous and non-hazardous waste) to NRC for transportation and/or disposal. Wastes to be handled pursuant to this Agreement shall be agreed upon in advance in writing by NRC and CUSTOMER. CUSTOMER shall then provide NRC with a waste profile sheet or similar document which accurately and completely describes the Waste and its characteristics (the "Waste Profile"). CUSTOMER shall provide NRC with CUSTOMER's EPA identification number and any other identification or authorization required by law and assigned to CUSTOMER.
- 14.2 The treatment, storage and disposal facility ("TSDF") to which the waste materials are to be transported shall be designated by CUSTOMER to NRC in writing. CUSTOMER may also direct or authorize NRC to complete and/or sign hazardous waste manifests and/or bills of lading (collectively "Shipping Documents") as an agent for and on behalf of CUSTOMER, in which event CUSTOMER must execute a Certificate of Authority to Act as Agent for Signing Shipping Documents, a sample of which is attached to this Agreement as EXHIBIT D. Once the TSDF designation and the signature direction or authorization are signed by CUSTOMER, they shall be incorporated into and become a part of this Agreement.
- 14.3 Notwithstanding NRC's assisting CUSTOMER with qualifying and/or choosing a TSDF and/or signing Shipping Documents on behalf of CUSTOMER, NRC shall not be deemed to be the "Generator", "Arranger" for disposal or "Disposer" of the Wastes, as such terms are defined in applicable federal and state laws and regulations governing the disposal of wastes, provided, however, that NRC shall be deemed to be an Arranger and/or a Disposer if the designated TSDF is owned or operated by NRC. CUSTOMER shall defend, indemnify and hold harmless NRC for all liability, costs and expenses (including the costs of investigating such claim and any legal fees and costs, including costs of in-house counsel computed as set forth in Article 5.4 hereof and costs of any experts required) in the event that NRC is alleged to be by any private party or governmental authority with being a "Generator", an "Arranger" or a "Disposer" as aforesaid, except with respect to designated TSDFs owned or operated by NRC.

- 14.4 CUSTOMER shall retain the primary responsibility for compliance with the provisions of such Regulations governing the treatment, storage and disposal of the Wastes. Title, risk of loss and all other incidents of ownership of the Wastes shall remain with CUSTOMER until such time as the Wastes are accepted by and transferred to the designated TSDF. In the event that the TSDF rejects the Wastes because (a) the Wastes are improperly packaged or labeled; or (b) the Wastes contain constituents or have characteristics or properties not disclosed on the Waste Profile and which increase the costs of disposal or increase the risk of hazard to human health and the environment by the acceptance, handling and/or disposal of the Wastes; or (c) the designated TSDF is not permitted to dispose of Wastes with such previously undisclosed characteristics or properties, CUSTOMER shall designate in writing an alternate TSDF. Except to the extent that rejection is due to NRC's active negligence or willful misconduct, CUSTOMER shall compensate NRC at the applicable Rates for the additional handling and transportation of the rejected wastes.
- 14.5 CUSTOMER shall provide NRC with CUSTOMER's EPA identification number and any other identification or authorization required by law and assigned to CUSTOMER.
- 14.6 If CUSTOMER requests NRC's assistance, then NRC, as requested and directed by CUSTOMER, may perform the following Services:
- 14.6.1 obtain analytical testing to assist CUSTOMER in the proper characterization of the Waste for manifest preparation;
 - 14.6.2 identify potential transporters and disposal facilities which may be used in the transportation and disposal of Wastes collected;
 - 14.6.3 enter into subcontract or purchase order arrangements with transporters and/or disposal facilities selected by CUSTOMER on behalf of CUSTOMER; and,
 - 14.6.4 prepare manifests for CUSTOMER's approval and execution.
- 14.7 NRC shall not be liable to CUSTOMER (or any person claiming through CUSTOMER) in any amount for any personal injury, illness, death or property damage caused in whole or in part by Waste that is handled by NRC in the performance of this Agreement, except to the extent caused by the active negligence or willful misconduct of NRC.
- 14.8 NRC shall have no liability to CUSTOMER (or any person claiming through CUSTOMER) for contamination or change in character or properties of any Waste that is off-loaded by NRC by pump, vacuum or otherwise into equipment supplied by CUSTOMER for transportation by CUSTOMER, NRC or a third party to a destination designated by CUSTOMER. CUSTOMER hereby releases NRC from and indemnifies NRC against any such liability or damages. Any increase in cleanup, transportation, treatment or disposal costs as a result in any such contamination or change in character or properties of the Waste shall be paid for by CUSTOMER at its sole expense.
- 14.9 NRC shall be compensated for third party transportation and disposal charges at cost plus the markup contained in the current Price List. In the event NRC provided CUSTOMER with an estimate of disposal charges, that estimate is based upon information provided by the treatment or disposal facility and is not binding upon NRC.

ARTICLE 15 WARRANTIES AND LIMITS OF LIABILITY

- 15.1 NRC warrants that its provision of the Services under this Agreement will conform to the specifications provided by CUSTOMER and comply with all laws applicable to the Services. THIS WARRANTY IS IN LIEU OF, AND EXCLUDES ALL OTHER WARRANTIES, STANDARDS AND GUARANTEES, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF ANY EQUIPMENT, MACHINERY, PROCESS OR SYSTEM EMPLOYED OR PROVIDED BY NRC. CUSTOMER'S SOLE REMEDY AND NRC'S SOLE LIABILITY FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT SHALL BE THE RE-PERFORMANCE OF THE SERVICES IN QUESTION TO THE EXTENT NECESSARY TO CURE THE BREACH, OR IF REPERFORMANCE IS NOT POSSIBLE, THE TOTAL SUM OF CHARGES INVOICED TO CUSTOMER RELATED TO SUCH BREACH. Such remedy shall be available to CUSTOMER only if CUSTOMER reports the breach to NRC within a reasonable period of time after discovery of the breach of Response Services, or not later than (i) 60 days after completion of Planned Services involving cleaning and removal services; or (ii) one year after completion of Planned Service involving the installation of permanent equipment or materials.
- 15.2 To the fullest extent allowed by law, neither Party shall be liable to the other Party for any special, indirect, incidental, consequential or exemplary damages in any way related to or in connection with the Services or this Agreement.

- 15.3 To the fullest extent permitted by law, the total liability, in the aggregate, of NRC and its officers, directors, employees, agents and independent professional associates or consultants to the CUSTOMER and any one claiming by, through or under the CUSTOMER for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to NRC's Services or this Agreement, from any cause or causes whatsoever, including but not limited to the gross negligence, errors, omissions, strict liability, breach of contract, breach of warranty of NRC or NRC's officers, directors, employees, agents and independent professional associates or consultants, or any of them, shall not exceed the coverage under NRC's limit of the liability insurance policies outlined in Article 7 above. Any claim will be deemed waived unless received by NRC within three years of substantial completion of the Services or, if shorter, the applicable statute of limitations period.
- 15.4 CUSTOMER agrees to hold personally harmless and to release all claims against any director, officer, employee or agent of NRC arising from any negligent act, error or omission now existing or hereinafter arising. CUSTOMER agrees that all claims for damages arising from any negligent act, error or omission shall be made against NRC directly and shall not be made personally against any of its directors, officers, agents or employees. CUSTOMER covenants not to sue personally any director, officer, agent or employee of NRC for any cause of action that may presently exist or any cause of action that may hereinafter arise or accrue from any negligent act, error or omission in connection with the performance of the Services or this Agreement. CUSTOMER agrees that all claims for damages that currently exist or that may hereinafter arise from any negligent act, error or omission in connection with the performance of the Agreement or otherwise shall be made against NRC and shall not be made personally against any of its directors, officers, agents or employees.

ARTICLE 16 ADDITIONAL GENERAL PROVISIONS

- 16.1 **Non-Solicitation** - To the extent permitted by law, during the term of this Agreement and for two (2) years after any termination of this Agreement, neither Party will, without the prior written consent of the other Party, solicit, divert, hire, retain or encourage any employee or contractor of the other Party to leave their employment, or hire or retain any former employee of the other Party. Recognizing that compensatory monetary damages resulting from a breach of this provision would be difficult to prove, each Party agrees that it shall be liable in an amount equal to the annual earnings, for the year prior to their hiring of any such employee in breach of this provision. Notwithstanding the foregoing, neither Party shall be prohibited from employing any such persons who contact a Party in response to a general solicitation to the public or otherwise on their own initiative and without any direct solicitation by such Party.
- 16.2 **Waiver** - Any waiver by either Party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the Party to be bound. Any such waiver must be signed by a duly authorized officer of the Party and must make specific reference to this Agreement.
- 16.3 **Arbitration**: Any controversy or claim arising out of or relating to this contract, or the breach thereof, except those controversies or claims related to non-payment by CUSTOMER for services rendered, may be settled by binding arbitration, with one mutually agreeable arbitrator, administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of arbitration shall be in the location specified in the chart at the end of this Agreement, based on the state or commonwealth in which the services are performed. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 16.4 **Governing Law** - The validity, interpretation, and performance of the Agreement shall be governed by the laws of the state or commonwealth in which the Services are performed, and the Parties hereby submit to the jurisdiction of that state or commonwealth. Any mediation, arbitration or legal proceeding permitted hereunder shall be commenced and proceed in the county in which the Services are performed, unless the Parties agree in writing to a different location.
- 16.5 **Attorney's Fees** - In event of litigation arising from this contract, the prevailing party will be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, costs and expenses incurred in connection with such litigation.
- 16.6 **Severability** - If any article, section, sentence or clause of this Agreement is adjudged illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of this Agreement as a whole or of any other part of this Agreement not so adjudged. To the fullest extent allowed by law, the violating provision will be reformed to most nearly approximate the Agreement's original intent.
- 16.7 **Successors and Assigns** - This Agreement shall apply to, inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

- 16.8 **Notice** - Any official notice to be given hereunder shall be in writing and deemed to have been sufficiently given when sent by confirmed email transmission, courier service, delivered in person or by registered or certified mail, postage prepaid, return receipt requested, to the address of the respective Party shown on the signature page. Operational day-to-day communication required to be in writing, including daily work reports, may be provided to the other Party by electronic mail or other agreed upon transmission. Either Party may, by notice to the other, change the addresses and names identified below.
- 16.9 **Applicability:** All limitations of and releases from liability, and exclusive remedy provisions and entitlement to indemnity applicable to NRC by law or under this Agreement shall apply to NRC's affiliates, their officers, directors, employees, insurers and agents, and to any vessel owned or chartered by any of the above, and the master and crew of any such vessel.
- 16.10 **Entire Agreement** - This Agreement consists of: (i) this Agreement and its Exhibits; (ii) any Authorization to Proceed signed by the Parties; (iii) NRC's Proposal for Planned Services, if any; (iv) and amendments and change orders that fully satisfy the terms of Article 16.12. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior agreements, whether written or oral, that may exist between the Parties. All Exhibits are by this reference incorporated into this Agreement.
- 16.11 **Contra Proferentem** - Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement.
- 16.12 **Headings and Defined Terms** - The headings in this Agreement are inserted for the convenience of the Parties only and shall not in any manner define, limit or describe the intent or scope, or in any manner affect this Agreement. All defined terms contained herein, designated by capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including, but not limited to, masculine, feminine, and neuter pronouns), as the case may be.
- 16.13 **Amendments; Change Orders** - This Agreement may be amended or modified only by a written amendment to the Agreement that identifies itself as an amendment to this Agreement and is executed by a duly authorized officer of each Party. Change Orders may not alter or modify the terms of this Agreement.
- 16.14 **Survival** - Anything herein to the contrary notwithstanding, the provisions of the Agreement relating to confidentiality, non-solicitation and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.
- 16.15 **Authority** - Each Party represents that the person signing this Agreement on its behalf is duly authorized and has the requisite corporate authority to bind the Party to the terms and conditions of this Agreement. Each Party is entitled to rely upon the authority of the person signing this Agreement on behalf of the other Party.
- 16.16 **Signature** - This Agreement can be signed in multiple counterparts, each of which is deemed an original, and together they shall constitute one and the same agreement. Signature of this Agreement may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any such signature, facsimile, pdf file or copy of this signed Agreement is to be construed and treated as the original and shall be binding as if it were the original.
- 16.17 **Identity of NRC Entity** - If the incorrect entity is selected on the first page of this Agreement, then NRC shall have the ability, at any time, to correct the selected entity.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year as referenced on Page 1.

NRC Gulf Environmental Services, Inc.

Name: Eric Cooper

Address: 7202 E 8TH Ave
Tampa, FL 33619

Signature:  _____

Attn: Eric Cooper

Title: General Manager

Phone: 1-734-521-5489

Fax: 813-628-0842

E-mail:

CUSTOMER

Heritage-Crystal Clean, LLC

Name: Mike Petkovich

Address: 2175 Point Boulevard
Suite 375
Elgin, IL 60123

Signature: Michael Petkovich

Attn: Law Department

Title: VP, Operations AF& WWTF

Phone: 847-836-5670

Adobe Sign Transaction Number: CBJCHBCAABAARIK-sM4PgyogjUG4Ydvn04TPXhJhXf

E-mail:

CONTRACT FOR OIL SPILL CLEANUP SERVICES

This contract for services is entered into this 15th day of December 2021 by and between Diversified Environmental Services, Inc. PO. Box 5357 Tampa FL, 33675 and Heritage-Crystal Clean located at 105 S. Alexander Street, Plant City, Florida 33653 (referred to as customer).

The Parties hereby agree as follows:

Whereas CONTRACTOR has met the requirements of the State of Florida for certification and has been certified as a Discharge Cleanup Organization under F.S. 376.07 and,

Whereas CUSTOMER is required under Florida Statutes to be able to begin deployment of spill containment boom on the water or land within one hour after discovery of a spill and to respond to a 10,000 gallon oil spill within four hours of discovery of the spill with necessary cleanup equipment and manpower, or to demonstrate that it has contracted for such capability through a competent outside source and,

Now therefore, for and in consideration of the covenants and conditions contained herein and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED;

SERVICES:

During the terms of the contract CONTRACTOR will provide state certified oil spill cleanup services capable of addressing a 10,000 gallon spill within 4 hours of notification and first response containment booming within 1 hour of notification in accordance with the requirements of F.S. 376.07 in the Tampa Bay Area.

(a) Upon notification from CUSTOMER by telephone or other appropriate means of communication CONTRACTOR will dispatch a cleanup crew with necessary equipment to contain, clean up and dispose of the oil spill.

(b) CONTRACTOR'S equipment inventory is listed in appendix A.

(c) Unless specified by CUSTOMER the amount and mix of cleanup equipment and number of personnel dispatched will be based on CONTRACTORS judgment as to what is necessary to adequately and sufficiently contain and remove the pollutants from the site.

(d) CONTRACTOR will visit CUSTOMER'S facilities (within CONTRACTOR'S area of operations) at least annually to assure familiarity with CUSTOMER'S operation and to assist in review of CUSTOMER'S contingency plan.

STANDARD TERMS AND CONDITIONS:

(a) Labor and equipment charges are portal to portal, commencing upon receipt of written or oral authorization to respond by the CUSTOMER. There is a four (4) hr. minimum charge for both labor and equipment.

(b) Labor charges will be assessed at the straight time rate between the hours of 0730 and 1600, Monday through Friday. Overtime charges at 1.5 times the straight rate will be assessed between 1601 and 0729 hours, Monday through Friday, and all day Saturday. Premium charges of two times the straight time rate will be assessed all day Sunday and all Federal Holidays. Straight time labor rates are as specified in Attachment B.

(c) Fees for equipment cleanup upon completion of the on scene work will be assessed at time and materials, in accordance with fees specified in price list.

(d) Labor and expense charges will be assessed for all individuals actively participating in the remediation, regardless of the location at which that individual is working.

(e) No remediation activities will be undertaken until the CONTRACTOR has consulted with an authorized representative of the CUSTOMER.

(f) For the Purpose of (e) above, an authorized representative shall mean the Yard Supervisor, Safety Director, Dock Foreman (Leaderman), General Manager, or owner of said equipment involved in the spill.

FEES, INVOICES AND PAYMENTS:

No retainer fees are charged to provide services under the terms of this contract for a period of three years.

Fees due the CONTRACTOR for oil spill remediation services will be invoiced weekly, or upon completion of the job, at the Contractors discretion. Payment terms are Net 45. Failure to promptly remit payment will result in seizure of the vessel or other legal action. Past due invoices will be subject to 1.5% interest per month, as well as all costs of collection, including but not limited to attorney fees and court costs incurred.

MISCELLANEOUS:

Neither CONTRACTOR nor CUSTOMER are responsible for damages or delay in performance caused by act of God, poor weather or sea conditions, floods, war, riot, strikes, lockouts, and other industrial disturbances: unanticipated site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits, prior commitment of labor or equipment to oil spill remediation: court orders: acts, orders, laws or regulations of the government of the United States or any government Agency, or other unforeseen circumstances that may interfere with or even prevent either party's performance hereunder. Likewise, the provision of service and assistance hereunder are further performed and liability governed by the National Contingency Plan, 33 U.S.C. Sec. 4201(c)(4).

This agreement shall be governed under the laws of the state of Florida.

This agreement may not be assigned by either of the parties hereto without the other's prior written consent.

If any provision of this agreement is invalid or inoperative under law, the remaining provisions shall continue in full force and effect.

This agreement contains the entire agreement between the parties concerning the subject matter hereof, and supersedes any and all previous agreements that may have made, whether oral or in writing.

Each of the signatories hereto hereby represents and warrants that he/she has read this agreement, understand the terms thereof, and has authority to bind the principal for whom they are signing.

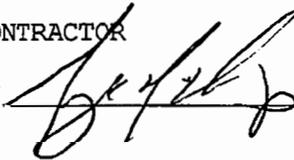
EFFECTIVE DATE:

This contract is in effect for three years from the date listed above.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be signed by their duly authorized officers or representatives.

CONTRACTOR

By



Gerry McCormick Jr.

President

CUSTOMER

By Michael Petkovich

Michael Petkovich
(Name)

VP Operations AF & WWTF
(Title)

Adobe Sign Transaction Number: CBJCHBCAABAAr9FV0bMGtB36M-GdtmMFEzXnFT38Zijl

