

RECEIPT

DATE

6/2/25

No.

741847

RECEIVED FROM

Ecote Transport Co LLC

\$

275.00

Two hundred seventy five and ~~00~~

DOLLARS

☐ FOR RENT☒ FOR

new DE-SW-2142

ACCOUNT

PAYMENT

BAL. DUE

☐ CASH☒ CHECK☐ MONEY
ORDER☐ CREDIT
CARD

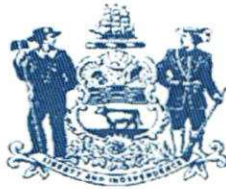
FROM

153174

TO

BY

AG



RECEIVED

JUN 02 2025

DNREC - WHS

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES
COMPLIANCE AND PERMITTING SECTION

89 KINGS HIGHWAY
DOVER, DELAWARE 19901

TELEPHONE: (302) 739-9403
FAX: (302) 739-5060

SOLID WASTE TRANSPORTER PERMIT APPLICATION

Instructions: You must complete this application in its entirety and attach all applicable documentation. (Note: For applicants renewing an existing permit, this application requires the submission of updated information and documentation. References to material submitted under previous applications are no longer accepted.)

The application must be signed by the company owner or a corporate officer. A check or money order payable to the "**State of Delaware**" must accompany this application and be sent to:

Delaware Department of Natural Resources and Environmental Control
Compliance and Permitting Section
89 Kings Highway
Dover, DE 19901

1. Type of Permit

- ☒ New – **SCRAP TIRES ONLY** Submit a check or money order, payable to the "State of Delaware," in the amount of \$75.00.
- ☐ New – **ALL OTHERS** Submit a check or money order, payable to the "State of Delaware" in the amount of \$350.00.
- ☐ Renewal: Permit # DE-SW- _____ Expiration Date _____

Please indicate the term for which you desire your permit to be issued. Submit a check or money order, payable to the "State of Delaware," for the indicated permit fee.

SCRAP TIRES ONLY

- ☐ One Year - \$75.00
- ☐ Two Years - \$125.00
- ☐ Three Years - \$175.00
- ☐ Four Years - \$225.00
- ☒ Five Years - \$275.00

ALL OTHERS

- ☐ One Year - \$350.00
- ☐ Two Years - \$650.00
- ☐ Three Years - \$950.00
- ☐ Four Years - \$1250.00
- ☐ Five Years - \$1550.00

2. Release to Public

Do you wish to be included on the list of transporters that is provided to persons requesting a list of Delaware permitted solid waste transporters? ☒ Yes ☐ No

3. Company Information


Company Name Ecore Transport CO LLC

Location Address:	Mailing Address:
76 Acco drive York PA 17402	76 Acco Drive York PA 17402

Contact: Jimmy Watkins Title: Transportation Manager

Business Phone: 717-699-7848 Fax: _____

E-mail: jdwatkins@ecoreintl.com

24 hr Emergency Contact Phone  _____

4. Company Ownership Information

(a). Please indicate the company type:

- ☐ Proprietorship
☐ Partnership
☐ Corporation - If company is a corporation, indicate city, state, and date of incorporation.

City: _____ State: _____ Date: _____

- ☐ Municipality
☐ Public institution
☒ Limited Liability Corporation (LLC) State: DE
☐ Other: (must specify) _____

(b). For each Owner, Partner, or Corporate Officer, attach a list with name, title, mailing address, date of birth, and % ownership. Include all stockholders owning greater than 5% outstanding shares.

☐ Attachment _____

(c). If company is owned by or affiliated with a parent company, attach parent company name, address & mailing address, and % ownership.

- ☒ Attachment _____
☐ No parent company

5. Company locations in Delaware

List name and street address of each company location, including freight terminals, within the State of Delaware.

- ☐ Attachment _____
☒ No Delaware locations

6. Company Affiliates

List name, location and mailing addresses, nature of business relationship of all company Affiliates, which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners, corporate officers, or parent company.)

- ☒ Attachment _____
☐ No affiliates

7. Type of Waste to be Transported

(a). Check all that apply. Refer to Delaware's *Regulations Governing Solid Waste* for definitions of waste categories.

- ☐ Residential waste
☐ Commercial waste (from **non-manufacturing, non-processing** businesses and offices)
☐ Industrial waste (from a manufacturing or industrial process)
☐ Dry waste: ☐ construction/demolition debris
☐ trees/stumps
☐ other (must specify) _____
☐ Ash: ☐ municipal incinerator
☐ coal ash
☐ other (must specify) _____
☐ Infectious waste
☐ Non-hazardous petroleum-hydrocarbon contaminated soils
☐ Asbestos-containing waste
☒ Scrap Tires

(b). Does your company collect and transport residential (household) waste from single family homes, condominiums and apartment complexes in Delaware? ☐ Yes ☒ No

(c). If you answered "YES" to question 7.b., above, does your company provide recycling services to those customers? ☐ Yes ☐ No ☒ N/A

(d). If you offer recycling services, does your company collect and transport the recyclables separately from the waste generated by your customers? ☐ Yes ☒ No

(e). If you offer recycling services, are the recyclables ultimately taken to an incinerator (waste-to-energy) or landfill? ☐ Yes ☒ No

8. Treatment, Storage, and Disposal Facilities

- (a). Do you cross state lines with the waste? ☒ Yes ☐ No
- (b). Identify in an attachment **all** solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.
- ☐ Delaware Solid Waste Authority locations: (attachment) _____
 - ☐ Clean Earth of New Castle, Inc. (thermal treatment facility for PHC-soils)
 - ☐ Delaware Recyclable Products, Inc. (dry waste, commercial, industrial, and PHC-soils)
 - ☐ Other in-state solid waste facilities, including private facilities: (attachment) _____
 - ☒ Out of state solid waste TSD facilities: (attachment) _____

9. Other Transporter Permits

- (a). Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)
- ☒ Attachment _____
- ☐ Not applicable-No transporter permit required for these solid waste types in our home state.

- (b). List solid waste transporter permits held in other states.

☐ Attachment _____

☒ No transporter permits in other states

- (c). Indicate your Federal DOT number and Motor Carrier number:

DOT# 4405225 MC# 1729794

☐ N/A If N/A, please provide an explanation, on the following page, as to why you are not required to have a DOT or MC number.

10. Proof of Financial Responsibility

The transporter must submit proof of financial responsibility as established in section 7.2.4 of Delaware's *Regulations Governing Solid Waste*. This proof may be established by a Certificate of Insurance, with MCS-90 endorsement where applicable, or by other means approved by the Department. (The Certificate of Insurance must identify the **Department of Natural Resources and Environmental Control, Compliance and Permitting Section** as the certificate holder.)

- (a). Are you for-hire in interstate commerce? ☒ Yes ☐ No (For-Hire means you are in the business of transporting, for compensation or payment, wastes generated by a company other than your own.)
- (b). Do you transport in the State of Delaware Only (Intrastate)? ☐ Yes ☒ No
- (c). Do you transport Interstate? ☒ Yes ☐ No

- (d). Certificate of Insurance must be attached and include minimum automobile liability coverage as follows:

	FOR-HIRE INTERSTATE	ALL OTHERS
Residential Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Commercial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Industrial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Dry Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Ash	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Infectious Waste	\$1,000,000.00 + MCS-90 <input type="checkbox"/>	\$750,000.00 + MCS-90 <input type="checkbox"/>
Non-Hazardous Petroleum Contaminated Soils	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Asbestos	\$1,000,000.00 + MCS-90 <input type="checkbox"/> (For Hire & Private)	\$350,000.00 <input type="checkbox"/>
Scrap Tires Only	\$350,000.00 <input checked="" type="checkbox"/>	\$350,000.00 <input type="checkbox"/>

11. Spill Control and Safety

List all spill control and safety equipment which will be carried on each vehicle. (**Note:** Separate lists by type of vehicle and type of waste may be required.) Attach a copy of the Spill Control Plan. The Spill Control Plan **must** contain the following elements: (1) List of safety and spill control equipment carried in the vehicle, (2) Driver preventive measures, (3) Driver immediate corrective actions, (4) Company internal communications, (5) Company external communications including the **Delaware Emergency Reporting Numbers: 1-800-662-8802 and 302-739-9401**, and (6) Cleanup and decontamination measures.

Spill Control Plan: Attachment _____

12. Driver Training

IN SUMMARY OR OUTLINE FORM, describe the procedures that your company takes to ensure that all company drivers are safe and competent drivers. Small owner-operators may describe their years of experience and driving record in lieu of a formal program.

- Include requirements for special licenses (e.g. CDL, including any special endorsements), any special training received, including dates training was received (e.g. asbestos training), and any ongoing company programs. (e.g. weekly safety meetings or annual refresher courses);
- Include your company procedure for periodic checks of the driver's records for moving violations, and your company policy on progressive counseling/discipline based on points;
- Describe how drivers are instructed in the following:
 - Knowledge of proper handling procedures for the type of solid waste being transported.
 - Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
 - Familiarity with the conditions of the solid waste transporter's permit.

✓ Driver Training, attachment _____

13. Vehicle Identification

On the form provided with this application, list **MAKE, MODEL, YEAR, SERIAL NUMBER, LICENSE PLATE NUMBER, STATE OF REGISTRATION, MANUFACTURER'S GVWR and OWNERSHIP** of all vehicles used for the transportation of solid waste. You must list both motorized and container units. (If you maintain a list of company vehicles in a computer database you may submit a print out of the vehicles provided it contains the information requested herein.)

NOTE: You must notify CAPS in writing of any changes to information contained within this application, such as additions or deletions of vehicles, in accordance with conditions of the issued permit.

☒ Vehicle List Attached

14. Vehicle Operator Information

Is a list of all vehicle operators attached? ☒ Yes

What tax form do you submit to the IRS for your vehicle operators?

☒ Form W-2

☐ Form 1099-Misc

☐ Other

15. Environmental Record

List all criminal citations, arrests, convictions, civil or administrative violations, and civil or administrative enforcement actions, and the disposition(s) thereof for the violation or alleged violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred. Indicate whether it was a local, state, or federal violation or alleged violation. List all such items for the applicant, and if the applicant is other than an individual, for any employee while employed by the applicant, or any partner, officer, or director of the applicant as an individual or for any former business of such partner, officer, or director. For civil or administrative violations or alleged violations, list all such items for the last five (5) years from the date of the application. Information submitted under this section is subject to verification. **Failure to submit complete and accurate information may lead to permit denial or revocation.**

☐ Attachment _____

☒ No violations within the specified time period

16. Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, upon personal knowledge and information, the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

**Signature Jimmy Watkins Date 5-21-25

Print Name Jimmy Watkins Title Transportation Manager

****A legal owner or corporate officer must sign the application****

Parent Company

Ecore International Inc
715 Fountain Avenue
Lancaster PA 17601
100%

Company Affiliates

Ecore International Inc
76 Acco Drive
York Pa 17402

Solid waste/Scrap tire sites

Edge Rubber
811 Progress Rd
Chambersburg Pa 17201

Ecore International Inc
76 Acco Drive
York Pa 17402

HighTread International
490 Ohio Street
LockPort NY 14094

Drivers

Id	Password	Name	Phone	Notes	Tags	Main Office	Carrier US	Home Tern	Home Tern	Driver ID	ID Card Co	Home Terminal	Timezone
		Alex Haldeman			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		Andrew Mundorf			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		Brandon Minnich			York Trucks			ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		Charles Nixdorf			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		John Miller			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		Joseph Tobash			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		Laquesha Monden			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			Chicago - CST/CDT	
		Matthew Durst			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		Michael Emenheiser			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		Raymond Ahern			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		Ryan Trogler			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	
		Shonnell Frazier			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			Chicago - CST/CDT	
		Timothy Altland			York Trucks	76 ACCO	650571	ECORE INT	76 ACCO DRIVE			New York - EST/EDT	

Tractors

Location	UnitNumber	Type	SubType	Year	Make	ModelNbr	VIN	PlateType	BaseDate	License	Owned / Leased
Lockport, NY	102	Tractor	Truck	2001	Peterbilt	378	1XPFD89XX1D557405		NY		Owned
Lockport, NY	107	Tractor	Truck	2012	Kenworth	T600	1XXAD49X6CJ305442		NY		Owned
Lockport, NY	108	Tractor	Truck	2008	Peterbilt	367	1XPTD49XX8D759721		NY		Owned
Lockport, NY	119	Tractor	Truck	2017	Kenworth	T680	1XXYDP9X1HJ166425		NY		Owned
Lockport, NY	120	Tractor	Truck	2017	Kenworth	T680	1XXYDP9X3HJ166426		NY		Owned
Lockport, NY	123	Tractor	Truck	2018	Kenworth	T680	1XXYDP9XXJ205051		NY		Owned
Lockport, NY	124	Tractor	Truck	2014	Kenworth	T680	1XXYDP8X3EJ416485		NY		Owned
Lockport, NY	127	Tractor	Truck	2015	Peterbilt	579	1XPBAP9X5FD261820		NY		Owned
Lockport, NY	128	Tractor	Truck	2018	Peterbilt	579	1XPBAP9X2JD468097		NY		Owned
Lockport, NY	129	Tractor	Truck	2012	Kenworth	T800	1XXDD49X9CJ303035		NY		Owned
Lockport, NY	130	Tractor	Truck	2015	Kenworth	T800	1XXDD49X4FJ448472		NY		Owned
Lockport, NY	131	Tractor	Truck	2018	Peterbilt Tractor	579	1XPBAP9XXJD467182		NY		Owned
Lockport, NY	132	Tractor	Truck	2024	Peterbilt Tractor	579	1XPBAP9X2RD676394		NY		Owned
Lockport, NY	133	Tractor	Truck	2024	Peterbilt Tractor	579	1XPBAP9X2RD676395		NY		Owned
Lockport, NY	134	Tractor	Truck	2024	Peterbilt Tractor	579	1XPBAP9X2RD676397		NY		Owned
Lockport, NY	208	Single Unit Truck	Box Truck	2007	Peterbilt	335	2NPLHD7X97M738000		NY		Owned
Lockport, NY	209	Single Unit Truck	Box Truck	2008	International	4300	1HTMMAAN0BH543502		NY		Owned
Lockport, NY	211	Single Unit Truck	Box Truck	2014	Freightliner	M2 106	1FVHCYCY7EHFL1223		NY		Owned
Lockport, NY	212	Single Unit Truck	Box Truck	2014	Freightliner	M2 106	1FVHCYCY9EHFL1224		NY		Owned
Lockport, NY	213	Single Unit Truck	Box Truck	2005	Freightliner	M2 106	1FVHCYDC9SHN80391		NY		Owned
YORK, PA	2921	Tractor	TRUCK	2019	FREIGHTLINER		3AKJHPDV9KSKL2921		PA	AH61162	OWNED
YORK, PA	3157	Tractor	TRUCK	2019	FREIGHTLINER		3AKJHPDV9KSKL3157		PA	AH64813	OWNED
YORK, PA	4451	Tractor	TRUCK	2019	FREIGHTLINER		3AKJHPDV2KSKA4451		PA	AH64818	OWNED
YORK, PA	4712	Tractor	TRUCK	2019	FREIGHTLINER		3AKJHPDV4KSKA4712		PA	AH61163	OWNED
YORK, PA	4739	Tractor	TRUCK	2019	FREIGHTLINER		3AKJHPDV2KSKA4739		PA	AH64817	OWNED
YORK, PA	4815	Tractor	TRUCK	2019	FREIGHTLINER		3AKJHPDV3KSKA4815		PA	AH64816	OWNED
YORK, PA	5018	Tractor	TRUCK	2019	FREIGHTLINER		3AKJHPDV4KSKA5018		PA	AH64815	OWNED
YORK, PA	9671	Tractor	TRUCK	2019	FREIGHTLINER		3AKJHPDV5KSKF9671		PA	AH64814	OWNED

Trailers

Onhire - Milestone Equipment Holdings

Location	Equip #	Serial #	Gate Inspection	Fleet #	Model	Description	Contract #	Type	Start	Customer PO	Rate	Mfr	Plate Nbr
YORK	U971119	3H3V532C28T055065	OUTBOU ND	9711 19	2008	53FT TRAILER	RC242976	RENTED	Dec 02, 2024	TRUCK STOP SUPPLY	\$ 260.00	HYUNDA I	DK7349
CHICAGO	253697	1GRAP0624DT576838	OUTBOU ND		2013	53FT TRAILER	RC254396	RENTED	May 15, 2025	CONLIN IL	\$ 250.00	GREAT DANE	U70591 9
YORK	278854	3H3V532C2ET302046	OUTBOU ND		2014	53FT TRAILER	RC220486	RENTED	Aug 02, 2024	TBD	\$ 225.00	HYUNDA I	464762 T
DETROIT	278480	1JJV532D1EL807665	OUTBOU ND		2014	53FT TRAILER	RC254910	RENTED	May 21, 2025		\$ 250.00	WABAS H	U44535 1
YORK	252912	1GRAP0625DT574788	OUTBOU ND		2013	53FT TRAILER	RC245037	RENTED	Jan 07, 2025		\$ 260.00	GREAT DANE	U70787 4
YORK	U701520	1JJV532WX7L056215	OUTBOU ND	7015 20	2007	53FT TRAILER	RC246677	RENTED	Jan 29, 2025		\$ 260.00	WABAS H	DK7227
YORK	252026	1GRAP0625DT573902	OUTBOU ND		2013	53FT TRAILER	RC245794	RENTED	Jan 13, 2025		\$ 250.00	GREAT DANE	U72284 9
YORK	U700318	1JJV532W87L025562	OUTBOU ND	7003 18	2007	53FT TRAILER	RC246675	RENTED	Jan 31, 2025		\$ 260.00	WABAS H	CY4037
DETROIT	252059	1GRAP0629DT573935	OUTBOU ND		2013	53FT TRAILER	RC237875	RENTED	Oct 24, 2024		\$ 250.00	GREAT DANE	U72288 1
YORK	252400	1GRAP0620DT574276	OUTBOU ND		2013	53FT TRAILER	RC245795	RENTED	Jan 14, 2025		\$ 250.00	GREAT DANE	478517 T
DETROIT	253239	1GRAP0623DT575115	OUTBOU ND		2013	53FT TRAILER	RC252058	RENTED	Apr 10, 2025		\$ 250.00	GREAT DANE	U70370 5
YORK	U702333	1JJV532W67L081029	OUTBOU ND	7023 33	2007	53FT TRAILER	RC246678	RENTED	Jan 29, 2025		\$ 260.00	WABAS H	9417JX
YORK	276250	1GRAP0625DJ638940	OUTBOU ND		2013	53FT TRAILER	RC214182	RENTED	Apr 16, 2024	TBD	\$ 395.00	GREAT DANE	T25030 0
ATLANTA	249592	1JJV532D2CL557916	OUTBOU ND		2012	53FT TRAILER	RC246341	RENTED	Jan 21, 2025	ATLANT A	\$ 260.00	WABAS H	U72261 4
DETROIT	253407	1GRAP0626DT576548	OUTBOU ND		2013	53FT TRAILER	RC244399	RENTED	Dec 19, 2024		\$ 250.00	GREAT DANE	U70422 3
YORK	247387	1JJV532D5CL55	OUTBOU		2012	53FT	RC219261	RENTED	Jul 12,		\$ 225.00	WABAS	U72118

Location	Equip #	Serial #	Gate Inspection	Fleet #	Model	Description	Contract #	Type	Start	Customer PO	Rate	Mfr	Plate Nbr
		6839	ND			TRAILER			2024			H	6
YORK	200894	3H3V532C8HT028095	OUTBOU ND		2017	53FT TRAILER	RC244405	RENTED	Dec 23, 2024		\$ 275.00	HYUNDA I	359151 T
YORK	252074	1GRAP0625DT573950	OUTBOU ND		2013	53FT TRAILER	RC219263	RENTED	Jul 17, 2024		\$ 395.00	GREAT DANE	U72289 6
YORK	248297	1JJV532D9CL557749	OUTBOU ND		2012	53FT TRAILER	RC245792	RENTED	Jan 13, 2025		\$ 250.00	WABAS H	U72246 7
YORK	975571	1GRAP06288T542701	OUTBOU ND	9755 71	2008	53FT TRAILER	RC246673	RENTED	Jan 28, 2025		\$ 260.00	GREAT DANE	BV7931
YORK	53P1091	3H3V532C7HT278024	OUTBOU ND		2017	53FT TRAILER	RC214110	RENTED	May 02, 2024	TBD	\$ 225.00	HYUNDA I	398144 T
YORK	247504	1JJV532D9CL556956	OUTBOU ND		2012	53FT TRAILER	RC219213	RENTED	Jul 10, 2024		\$ 225.00	WABAS H	468426 T
YORK	23734	1JJV532D1CL736805	OUTBOU ND		2012	53FT TRAILER	RC245034	RENTED	Jan 07, 2025		\$ 260.00	WABAS H	U70672 1
DETROIT	252714	1GRAP0626DT574590	OUTBOU ND		2013	53FT TRAILER	RC237876	RENTED	Oct 24, 2024		\$ 250.00	GREAT DANE	129506 T
YORK	53P1082	3H3V532C6HT278015	OUTBOU ND		2017	53FT TRAILER	RC214319	RENTED	Apr 30, 2024	TBD	\$ 225.00	HYUNDA I	466524 T
YORK	248303	1JJV532D4CL557755	OUTBOU ND		2012	53FT TRAILER	RC246425	RENTED	Jan 27, 2025		\$ 260.00	WABAS H	U72247 3
YORK	253349	1GRAP062XDT575225	OUTBOU ND		2013	53FT TRAILER	RC219215	RENTED	Jul 10, 2024		\$ 225.00	GREAT DANE	U70401 5
DETROIT	253823	1GRAP0629DT576964	OUTBOU ND		2013	53FT TRAILER	RC245769	RENTED	Jan 17, 2025		\$ 250.00	GREAT DANE	U70596 6
YORK	273510	1JJV532D9CL592680	OUTBOU ND		2012	53FT TRAILER	RC223990	RENTED	Sep 19, 2024		\$ 225.00	WABAS H	468440 T
YORK	251389	1JJV532D8CL736431	OUTBOU ND		2012	53FT TRAILER	RC245793	RENTED	Jan 13, 2025		\$ 250.00	WABAS H	U70678 7
YORK	53P1394	1JJV532D6HL004628	OUTBOU ND		2017	53FT TRAILER	RC214117	RENTED	Apr 30, 2024	TBD	\$ 225.00	WABAS H	U93302 7
YORK	253619	1GRAP0624DT576760	OUTBOU ND		2013	53FT TRAILER	RC220483	RENTED	Aug 02, 2024	TBD	\$ 225.00	GREAT DANE	549958 T
YORK	U681538	1GRAA06219T55	OUTBOU	6815	2009	53FT	RC228752	RENTED	Oct 05,		\$ 225.00	GREAT	1930JW

Location	Equip #	Serial #	Gate Inspect ion	Fleet #	Model	Descriptio n	Contract #	Type	Start	Custom er PO	Rate	Mfr	Plate Nbr
		1985	ND	38		TRAILER			2024			DANE	
YORK	53P1264	3H3V532C5HT27 8197	OUTBOU ND		2017	53FT TRAILER	RC214114	RENTED	May 01, 2024	TBD	\$ 225.00	HYUNDA I	347228 T
DETROIT	278496	1JJV532DXEL80 7681	OUTBOU ND		2014	53FT TRAILER	RC254911	RENTED	May 21, 2025		\$ 250.00	WABAS H	U44536 7
YORK	254120	1JJV532D3DL78 5831	OUTBOU ND		2013	53FT TRAILER	RC219721	RENTED	Jul 24, 2024	ECORE	\$ 225.00	WABAS H	U70441 7
YORK	247658	1JJV532D2CL55 7110	OUTBOU ND		2012	53FT TRAILER	RC246421	RENTED	Jan 23, 2025		\$ 260.00	WABAS H	468439 T
DETROIT	252679	1GRAP0624DT57 4555	OUTBOU ND		2013	53FT TRAILER	RC244397	RENTED	Dec 18, 2024		\$ 250.00	GREAT DANE	U70744 8
DETROIT	253009	1GRAP0623DT57 4885	OUTBOU ND		2013	53FT TRAILER	RC224080	RENTED	Sep 13, 2024		\$ 225.00	GREAT DANE	U70815 4
YORK	U970108	1JJV532W48L11 3784	OUTBOU ND	9701 08	2008	53FT TRAILER	RC246423	RENTED	Jan 24, 2025		\$ 260.00	WABAS H	DK7421
YORK	247780	1JJV532D5CL55 7232	OUTBOU ND		2012	53FT TRAILER	RC224444	RENTED	Sep 19, 2024		\$ 225.00	WABAS H	496568 T
DETROIT	247331	1JJV532D4CL55 6783	OUTBOU ND		2012	53FT TRAILER	RC245735	RENTED	Jan 13, 2025		\$ 250.00	WABAS H	U72113 2
DETROIT	23740	1JJV532D9CL73 6812	OUTBOU ND		2012	53FT TRAILER	RC225388	RENTED	Sep 19, 2024		\$ 225.00	WABAS H	U70672 6
YORK	U701467	1JJV532W47L05 6162	OUTBOU ND	7014 67	2007	53FT TRAILER	RC246676	RENTED	Jan 27, 2025		\$ 260.00	WABAS H	1160JY
YORK	254173	1JJV532D2DL78 5884	OUTBOU ND		2013	53FT TRAILER	RC220484	RENTED	Aug 01, 2024	TBD	\$ 225.00	WABAS H	U70432 5
CHICAGO	U968444	1GRAP06278T53 9935	OUTBOU ND	9684 44	2008	53FT TRAILER	RC249585	RENTED	Mar 06, 2025	CONLIN IL	\$ 250.00	GREAT DANE	5289JX
CHICAGO	253671	1GRAP0628DT57 6812	OUTBOU ND		2013	53FT TRAILER	RC254395	RENTED	May 14, 2025	CONLIN IL	\$ 250.00	GREAT DANE	705593
YORK	247921	1JJV532D1CL55 7373	OUTBOU ND		2012	53FT TRAILER	RC212341	RENTED	Mar 15, 2024	TBD	\$ 225.00	WABAS H	U72160 7
YORK	U248107	1JJV532D4CL55 7559	OUTBOU ND	2481 07	2012	53FT TRAILER	RC245798	RENTED	Jan 15, 2025		\$ 250.00	WABAS H	U72178 8
CHICAGO	23679	1JJV532D6CL73	OUTBOU		2012	53FT	RC244433	RENTED	Dec 19,	CONLIN	\$ 250.00	WABAS	U70686

Location	Equip #	Serial #	Gate Inspection	Fleet #	Model	Description	Contract #	Type	Start	Customer PO	Rate	Mfr	Plate Nbr
		6752	ND			TRAILER			2024	IL		H	9
DETROIT	247868	1JJV532D2CL557320	OUTBOU ND		2012	53FT TRAILER	RC225390	RENTED	Sep 19, 2024		\$ 225.00	WABAS H	U72105 6
YORK	247750	1JJV532D7CL557202	OUTBOU ND		2012	53FT TRAILER	RC212455	RENTED	Mar 15, 2024	TBD	\$ 225.00	WABAS H	U72124 2
YORK	252586	1GRAP0628DT574462	OUTBOU ND		2013	53FT TRAILER	RC245796	RENTED	Jan 14, 2025		\$ 250.00	GREAT DANE	U70546 2
YORK	252212	1GRAP062XDT574088	OUTBOU ND		2013	53FT TRAILER	RC212342	RENTED	Mar 15, 2024	TBD	\$ 225.00	GREAT DANE	U72293 1
YORK	254264	1JJV532D5DL785975	OUTBOU ND		2013	53FT TRAILER	RC245797	RENTED	Jan 14, 2025		\$ 250.00	WABAS H	U70436 3
CHICAGO	225020	1JJV532D4DL712094	OUTBOU ND		2013	53FT TRAILER	RC223105	RENTED	Sep 09, 2024	CHICAGO	\$ 225.00	WABAS H	U96264 2
YORK	U681575	1GRAA062X9K209005	OUTBOU ND	6815 75	2009	53FT TRAILER	RC228753	RENTED	Oct 05, 2024		\$ 225.00	GREAT DANE	1967JW
YORK	250868	1JJV532D4CL620577	OUTBOU ND		2012	53FT TRAILER	RC245036	RENTED	Jan 07, 2025		\$ 260.00	WABAS H	111754 T
CHICAGO	U675426	1JJV532W98L205246	OUTBOU ND	6754 26	2008	53FT TRAILER	RC251151	RENTED	Apr 01, 2025	CONLIN IL	\$ 250.00	WABAS H	3924KI
YORK	247619	1JJV532D7CL557071	OUTBOU ND		2012	53FT TRAILER	RC224443	RENTED	Sep 19, 2024		\$ 225.00	WABAS H	U72141 5
DETROIT	3453	5V8VC5328DM300744	OUTBOU ND		2013	53FT TRAILER	RC237877	RENTED	Oct 24, 2024		\$ 225.00	VANGUA RD	016474 T
YORK	248040	1JJV532D9CL557492	OUTBOU ND		2012	53FT TRAILER	RC245832	RENTED	Jan 15, 2025		\$ 250.00	WABAS H	U72172 2
YORK	53P1568	1JJV532D7HL004802	OUTBOU ND		2017	53FT TRAILER	RC214118	RENTED	May 01, 2024	TBD	\$ 225.00	WABAS H	U93521 6
CHICAGO	223842	1JJV532D4CL683436	OUTBOU ND		2012	53FT TRAILER	RC223104	RENTED	Sep 09, 2024	CHICAGO	\$ 225.00	WABAS H	U93963 9
CHICAGO	254248	1JJV532D7DL785959	OUTBOU ND		2013	53FT TRAILER	RC247103	RENTED	Feb 04, 2025	CONLIN IL	\$ 250.00	WABAS H	U70449 2
YORK	U970305	1JJV532W88L113979	OUTBOU ND	9703 05	2008	53FT TRAILER	RC242975	RENTED	Nov 27, 2024	TRUCK STOP SUPPLY	\$ 260.00	WABAS H	CZ5293

Location	Equip #	Serial #	Gate Inspection	Fleet #	Model	Description	Contract #	Type	Start	Customer PO	Rate	Mfr	Plate Nbr
YORK	252822	1GRAP0624DT574698	OUTBOU ND		2013	53FT TRAILER	RC212520	RENTED	Mar 18, 2024	TBD	\$ 225.00	GREAT DANE	U70796 4
YORK	251514	1JJV532D6CL736556	OUTBOU ND		2012	53FT TRAILER	RC220482	RENTED	Aug 01, 2024	TBD	\$ 225.00	WABAS H	U70689 3
YORK	224506	1JJV532DXDL711564	OUTBOU ND		2013	53FT TRAILER	RC214179	RENTED	Apr 17, 2024	TBD	\$ 225.00	WABAS H	U93487 5
YORK	U703492	1JJV532W57L094290	OUTBOU ND	7034 92	2007	53FT TRAILER	RC242973	RENTED	Dec 02, 2024	TRUCK STOP SUPPLY	\$ 260.00	WABAS H	9840JX
YORK	53S0088	3H3V532C6HT311028	OUTBOU ND		2017	53FT TRAILER	RC214119	RENTED	Apr 30, 2024	TBD	\$ 225.00	HYUNDA I	U93548 8
DETROIT	278507	1JJV532D4EL807692	OUTBOU ND		2014	53FT TRAILER	RC254913	RENTED	May 21, 2025		\$ 250.00	WABAS H	U44537 8
YORK	249615	1JJV532D3CL557939	OUTBOU ND		2012	53FT TRAILER	RC246672	RENTED	Jan 27, 2025		\$ 260.00	WABAS H	U72263 7
YORK	252971	1GRAP0626DT574847	OUTBOU ND		2013	53FT TRAILER	RC212344	RENTED	Mar 18, 2024	TBD	\$ 225.00	GREAT DANE	492696 T
YORK	53P1126	3H3V532C4HT278059	OUTBOU ND		2017	53FT TRAILER	RC214111	RENTED	May 02, 2024	TBD	\$ 225.00	HYUNDA I	468181 T
CHICAGO	23731	1JJV532D6CL736802	OUTBOU ND		2012	53FT TRAILER	RC244434	RENTED	Dec 20, 2024	CONLIN IL	\$ 250.00	WABAS H	U70671 8
YORK	53P1156	3H3V532C2HT278089	OUTBOU ND		2017	53FT TRAILER	RC214112	RENTED	Apr 30, 2024	TBD	\$ 225.00	HYUNDA I	U93225 6
CHICAGO	7031	1GRAP0623DK227031	OUTBOU ND		2013	53FT TRAILER	RC245513	RENTED	Jan 08, 2025		\$ 240.00	GREAT DANE	054756 T
DETROIT	251877	1GRAP0623DT573753	OUTBOU ND		2013	53FT TRAILER	RC224078	RENTED	Sep 13, 2024		\$ 225.00	GREAT DANE	U72270 2
YORK	U680877	1GRAP062X9T552115	OUTBOU ND	6808 77	2009	53FT TRAILER	RC246424	RENTED	Jan 23, 2025		\$ 260.00	GREAT DANE	U40005 7
YORK	200553	3H3V532C5GT473554	OUTBOU ND		2016	53FT TRAILER	RC244401	RENTED	Dec 23, 2024		\$ 275.00	HYUNDA I	U62352 9
DETROIT	U3494	5V8VC5320DM300785	OUTBOU ND	3494	2013	53FT TRAILER	RC245740	RENTED	Jan 17, 2025		\$ 395.00	VANGUA RD	054585 T
YORK	U876605	3H3V532C46T25	OUTBOU	9668	2006	53FT	RC246679	RENTED	Jan 29,		\$ 260.00	HYUNDA	4676JY

Location	Equip #	Serial #	Gate Inspection	Fleet #	Model	Description	Contract #	Type	Start	Customer PO	Rate	Mfr	Plate Nbr
		8021	ND	90		TRAILER			2025			I	
DETROIT	3423	5V8VC532XDM300714	OUTBOU ND		2013	53FT TRAILER	RC247186	RENTED	Feb 04, 2025		\$ 250.00	VANGUA RD	U78510 2
CHICAGO	253190	1GRAP0625DT575066	OUTBOU ND		2013	53FT TRAILER	RC247102	RENTED	Feb 04, 2025	CONLIN IL	\$ 250.00	GREAT DANE	U70386 6
YORK	200588	3H3V532C2GT473589	OUTBOU ND		2016	53FT TRAILER	RC244402	RENTED	Dec 23, 2024		\$ 275.00	HYUNDA I	U62327 1
CHICAGO	225550	1JJV532D6DL713182	OUTBOU ND		2013	53FT TRAILER	RC223106	RENTED	Sep 09, 2024	CHICAG O	\$ 225.00	WABAS H	U93516 1
DETROIT	247502	1JJV532D5CL556954	OUTBOU ND		2012	53FT TRAILER	RC225389	RENTED	Sep 19, 2024		\$ 225.00	WABAS H	U72139 9
YORK	23498	1JJV532D5CL736872	OUTBOU ND		2012	53FT TRAILER	RC245033	RENTED	Jan 07, 2025		\$ 395.00	WABAS H	U70661 2
YORK	U681503	1GRAA06249T551950	OUTBOU ND	6815 03	2009	53FT TRAILER	RC228784	RENTED	Oct 05, 2024		\$ 225.00	GREAT DANE	CZ5133
YORK	251533	1JJV532DXCL736575	OUTBOU ND		2012	53FT TRAILER	RC219262	RENTED	Jul 11, 2024		\$ 225.00	WABAS H	U70669 4
YORK	U676348	1JJV532W89L206180	OUTBOU ND	6763 48	2009	53FT TRAILER	RC246422	RENTED	Jan 23, 2025		\$ 260.00	WABAS H	DK7578
DETROIT	215119	1GRAP0623CK215119	OUTBOU ND		2012	53FT TRAILER	RC247213	RENTED	Feb 04, 2025		\$ 250.00	GREAT DANE	U82754 0
YORK	53P1183	3H3V532C1HT278116	OUTBOU ND		2017	53FT TRAILER	RC214113	RENTED	May 01, 2024	TBD	\$ 225.00	HYUNDA I	466523 T
YORK	253089	1GRAP0621DT574965	OUTBOU ND		2013	53FT TRAILER	RC220590	RENTED	Aug 02, 2024		\$ 225.00	GREAT DANE	468193 T
YORK	977811	1GRAA06248J625992	OUTBOU ND		2008	53FT TRAILER	RC246674	RENTED	Jan 29, 2025		\$ 260.00	GREAT DANE	263229 T
DETROIT	254282	1JJV532D7DL785993	OUTBOU ND		2013	53FT TRAILER	RC244400	RENTED	Dec 18, 2024		\$ 250.00	WABAS H	U72345 1
YORK	252221	1GRAP0620DT574097	OUTBOU ND		2013	53FT TRAILER	RC223989	RENTED	Sep 16, 2024		\$ 225.00	GREAT DANE	U72294 0
YORK	223106	1JJV532D8CL679910	OUTBOU ND		2012	53FT TRAILER	RC214178	RENTED	Apr 17, 2024	TBD	\$ 225.00	WABAS H	U96265 8
DETROIT	278505	1JJV532D0EL80	OUTBOU		2014	53FT	RC254912	RENTED	May 21,		\$ 250.00	WABAS	U44537

Location	Equip #	Serial #	Gate Inspection	Fleet #	Model	Description	Contract #	Type	Start	Customer PO	Rate	Mfr	Plate Nbr
		7690	ND			TRAILER			2025			H	6
YORK	248044	1JJV532D6CL557496	OUTBOU ND		2012	53FT TRAILER	RC224445	RENTED	Sep 18, 2024		\$ 225.00	WABAS H	U72172 6
CHICAGO	U977961	1GRAA06248D430909	OUTBOU ND	9779 61	2008	53FT TRAILER	RC254450	RENTED	May 15, 2025	CONLIN IL	\$ 250.00	GREAT DANE	3824JX
YORK	247665	1JJV532D5CL557117	OUTBOU ND		2012	53FT TRAILER	RC245035	RENTED	Jan 07, 2025		\$ 260.00	WABAS H	U72146 1
CHICAGO	971478	1JJV532WX7L092602	OUTBOU ND		2007	53FT TRAILER	RC254449	RENTED	May 15, 2025	CONLIN IL	\$ 250.00	WABAS H	2688JQ
YORK	253550	1GRAP0620DT576691	OUTBOU ND		2013	53FT TRAILER	RC214181	RENTED	Apr 17, 2024	TBD	\$ 395.00	GREAT DANE	171668 T
YORK	U876798	3H3V532C97T006072	OUTBOU ND	8767 98	2007	53FT TRAILER	RC246680	RENTED	Jan 28, 2025		\$ 260.00	HYUNDA I	4867JY
DETROIT	225956	1GRAA0621CK225956	OUTBOU ND	2259 56	2012	53FT TRAILER	RC244396	RENTED	Dec 18, 2024		\$ 250.00	GREAT DANE	185415 T
DETROIT	273518	1JJV532D3CL592688	OUTBOU ND		2012	53FT TRAILER	RC251146	RENTED	Apr 01, 2025		\$ 250.00	WABAS H	294276 T
YORK	U680902	1GRAP06299T552140	OUTBOU ND	6809 02	2009	53FT TRAILER	RC228751	RENTED	Oct 05, 2024		\$ 225.00	GREAT DANE	U40008 2
YORK	U701499	1JJV532W67L056194	OUTBOU ND	7014 99	2007	53FT TRAILER	RC242972	RENTED	Nov 26, 2024	TRUCK STOP SUPPLY	\$ 260.00	WABAS H	1192JY
DETROIT	3440	5V8VC532XDM300731	OUTBOU ND		2013	53FT TRAILER	RC247188	RENTED	Feb 04, 2025		\$ 250.00	VANGUA RD	U78511 9
YORK	252361	1GRAP0621DT574237	OUTBOU ND		2013	53FT TRAILER	RC219214	RENTED	Jul 10, 2024		\$ 225.00	GREAT DANE	090254 T
YORK	273512	1JJV532D2CL592682	OUTBOU ND		2012	53FT TRAILER	RC223991	RENTED	Sep 19, 2024		\$ 225.00	WABAS H	294270 T
DETROIT	252279	1GRAP062XDT574155	OUTBOU ND		2013	53FT TRAILER	RC224079	RENTED	Sep 13, 2024		\$ 225.00	GREAT DANE	U72299 6
YORK	252638	1GRAP0621DT574514	OUTBOU ND		2013	53FT TRAILER	RC212343	RENTED	Mar 15, 2024	TBD	\$ 225.00	GREAT DANE	U70695 3
DETROIT	247651	1JJV532D5CL557103	OUTBOU ND		2012	53FT TRAILER	RC245736	RENTED	Jan 13, 2025		\$ 250.00	WABAS H	U72144 7

Location	Equip #	Serial #	Gate Inspection	Fleet #	Model	Description	Contract #	Type	Start	Customer PO	Rate	Mfr	Plate Nbr
DETROIT	247728	1JJV532D1CL557180	OUTBOU ND		2012	53FT TRAILER	RC245737	RENTED	Jan 15, 2025		\$ 395.00	WABAS H	U72122 0
YORK	252136	1GRAP062XDT574012	OUTBOU ND		2013	53FT TRAILER	RC219712	RENTED	Jul 24, 2024		\$ 225.00	GREAT DANE	416408 T
YORK	222217	1JJV532D8CL674299	OUTBOU ND		2012	53FT TRAILER	RC219260	RENTED	Jul 12, 2024		\$ 225.00	WABAS H	U83327 5
YORK	200589	3H3V532C9GT473590	OUTBOU ND		2016	53FT TRAILER	RC244403	RENTED	Dec 23, 2024		\$ 275.00	HYUNDA I	U62327 2
DETROIT	3445	5V8VC5329DM300736	OUTBOU ND		2013	53FT TRAILER	RC245739	RENTED	Jan 15, 2025		\$ 395.00	VANGUA RD	U78512 4
YORK	278503	1JJV532D2EL807688	OUTBOU ND		2014	53FT TRAILER	RC220485	RENTED	Aug 02, 2024	TBD	\$ 225.00	WABAS H	U44537 4
YORK	U680370	1GRAA06259D435490	OUTBOU ND	6803 70	2009	53FT TRAILER	RC228750	RENTED	Oct 05, 2024		\$ 225.00	GREAT DANE	CZ5422
YORK	U615850	1GRAA06245J615850	OUTBOU ND	6158 50	2005	53FT TRAILER	RC242970	RENTED	Nov 27, 2024	TRUCK STOP SUPPLY	\$ 260.00	GREAT DANE	4225JY
YORK	253173	1GRAP0625DT575049	OUTBOU ND		2013	53FT TRAILER	RC219264	RENTED	Jul 11, 2024		\$ 395.00	GREAT DANE	253567 T
YORK	53P1387	3H3V532C0HT278320	OUTBOU ND		2017	53FT TRAILER	RC214116	RENTED	May 01, 2024	TBD	\$ 225.00	HYUNDA I	468535 T
YORK	252152	1GRAP0623DT574028	OUTBOU ND		2013	53FT TRAILER	RC214180	RENTED	Apr 15, 2024	TBD	\$ 225.00	GREAT DANE	U72308 2
YORK	273520	1JJV532D1CL592690	OUTBOU ND		2012	53FT TRAILER	RC223992	RENTED	Sep 16, 2024		\$ 225.00	WABAS H	294278 T
CHICAGO	U85207	1JJV532WX8L205207	OUTBOU ND	8520 7	2008	53FT TRAILER	RC249584	RENTED	Mar 06, 2025	CONLIN IL	\$ 250.00	WABAS H	AY4487
CHICAGO	565937	1GRAP0628CT565937	OUTBOU ND		2012	53FT TRAILER	RC245512	RENTED	Jan 08, 2025		\$ 240.00	GREAT DANE	017159 T
YORK	U615858	1GRAA06296J615858	OUTBOU ND	6158 58	2006	53FT TRAILER	RC242971	RENTED	Nov 27, 2024	TRUCK STOP SUPPLY	\$ 260.00	GREAT DANE	4233JY
DETROIT	253041	1GRAP0621DT574917	OUTBOU ND		2013	53FT TRAILER	RC244398	RENTED	Dec 18, 2024		\$ 250.00	GREAT DANE	U70351 7

Location	Equip #	Serial #	Gate Inspection	Fleet #	Model	Description	Contract #	Type	Start	Customer PO	Rate	Mfr	Plate Nbr
DETROIT	253444	1GRAP0621DT57 6585	OUTBOU ND		2013	53FT TRAILER	RC251145	RENTED	Apr 01, 2025		\$ 250.00	GREAT DANE	224042 T
CHICAGO	222833	1JJV532D5CL67 9637	OUTBOU ND		2012	53FT TRAILER	RC223103	RENTED	Sep 09, 2024	CHICAG O	\$ 225.00	WABAS H	U93963 4
CHICAGO	U675929	1JJV532W28L20 5749	OUTBOU ND	6759 29	2008	53FT TRAILER	RC251152	RENTED	Apr 01, 2025	CONLIN IL	\$ 250.00	WABAS H	BT5989
ATLANTA	U248146	1JJV532D3CL55 7598	OUTBOU ND	2481 46	2012	53FT TRAILER	RC246342	RENTED	Jan 21, 2025	ATLANT A	\$ 260.00	WABAS H	U72182 1
YORK	200840	3H3V532C7HT02 8041	OUTBOU ND		2017	53FT TRAILER	RC244404	RENTED	Dec 23, 2024		\$ 275.00	HYUNDA I	359098 T



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

Ecore Motor Vehicle Safety Manual for Commercial Motor Vehicles

I. Purpose & Intent

This document outlines the Ecore motor vehicle safety requirements, the driver qualifications, and the hiring policy for Commercial Motor Vehicle (CMV) operators and Commercial Driver License (CDL) drivers. The intent of this document is to emphasize that safe operation of company motor vehicles will take precedence over expediency, or short cuts brought on by our business activities and customer requirements. Every Ecore CDL driver shall participate in our company safety efforts by practicing safe driving habits whenever driving on company business.

II. Scope

This policy applies to all CMV operators and CDL drivers that are employees of Ecore, including CDL drivers that are considered prospective employees (candidates for employment).

III. Program Maintenance, Responsibility and Philosophy

This written program will be updated by the Ecore Transportation and Safety management as necessary. Suggestions for revisions can be directed to the Director of Transportation. It is the responsibility of each line manager, in conjunction with the EH&S Manager, to oversee the implementation of this written program.

It is Ecore's belief and philosophy that a well-defined fleet safety program, coupled with safety conscious employees, makes a successful formula that leads to fewer motor vehicle incidents. Any successful fleet safety program must stress the importance of defensive driving. Defensive driving expectations should be emphasized to new drivers at the time of hire and reinforced periodically once on board with the company.

IV. Definitions

Accident = See the word "incident" below. The term "incident" is preferred over "accident" as the term "accident" suggests that the event or collision was not preventable.

Aggressive Driving = Driving in a selfish, bold, or pushy manner, without regard for the rights or safety of other users of the roadway.

CDL Driver = commercial driver's license driver = a driver recognized as one that holds a valid license to operate a commercial motor vehicle (CMV); a driver that is expected to operate in compliance with the United States Department of Transportation (DOT) regulations, particularly, for vehicles that have a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is of any size and is used in the transportation of hazardous materials. Note that this definition refers to the DOT regulations for parts 382 and 383. CDL drivers must have a driver qualification (DQ) file established and must be entered into a random drug & alcohol testing.

Collision = An incident in which the first harmful event involves a motor vehicle in motion coming into contact with another vehicle, an object, other property, person(s) or animal(s).

CMV = Commercial Motor Vehicle = this is a vehicle that:

(1) has a gross vehicle weight rating (GVWR) or gross combination weight rating (GCWR), or gross vehicle weight or gross combination weight of 10,001 pounds or more, whichever is greater;

(2) is designed to transport more than 8 passengers (including the driver) for compensation;

(3) is designed to transport 16 or more people including the driver, and is not used to transport passengers for compensation; or

(4) is transporting hazardous materials in quantities requiring the vehicle to be placarded. Note that this definition of a CMV refers to the regulations for parts 390 through 396. CMV drivers must have a DQ file established.

CMV Operator = A driver recognized as one that holds a valid motor vehicle driver's license to operate a commercial motor vehicle (CMV) as defined above or one who operates a CMV within the confines of the Company property but does not possess a CMV / CDL license. CMV operators must have a driver qualification (DQ) file established.

Damage = Damage is harm to property that reduces the monetary value of that property. Note that damage due to mechanical failure is excluded from this definition, particularly, mechanical failure damage during normal operation (such as a broken fan belt). Note that mechanical defects caused by driver neglect or abuse will not be excluded.

The amount of damage or the cost of repair is not to be a factor. This does not mean, however, that ordinary contact of bumpers while parking vehicles, or other such contacts that over a long period of time cause an accumulation of small impacts of the normal "wear and tear" type, are to be considered an incident. Scratching, bending, crushing, or breaking a bumper is not a "wear and tear" situation – it is an incident.

Defensive Driving = Defensive driving is driving to save lives, time and money - - in spite of the conditions around you and the actions of others around you.

Defensive Driver = The definition of a DEFENSIVE DRIVER is one who commits no driving errors and makes allowances for the lack of skill or improper driving practices of the other driver. A DEFENSIVE DRIVER adjusts driving to compensate for unusual weather, road, and traffic conditions, and is not tricked into an incident by the unsafe actions of pedestrians or other drivers. By being alert to incident inducing situation, a DEFENSIVE DRIVER takes the necessary precautions to prevent an incident from occurring. A DEFENSIVE DRIVER knows when it is necessary to slow down, stop, or yield to avoid involvement.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

Incident = An undesirable event that did or could have resulted in personal harm or property damage, or in any undesirable loss of resources. Incidents may include two vehicles coming into contact with one another or single vehicle collisions. Incidents must be reported regardless whether they occurred on company owned property, customer site, in a company owned vehicle or in a company rental vehicle. The term "accident" is commonly used as an interchangeable word with "incident". The term "incident" is preferred over "accident" as the term "accident" suggests that the event or collision was not preventable.

Non-Collision Incidents = Flat or damaged tires, rim damage, driveway damage, roll-overs, jackknife, roll-away and run off the road cases and any other vehicle damage cases are considered non-collision incidents and should be documented accordingly -- using the MV incident report form.

Preventable Incident = One in which the driver failed to do everything reasonable that could have been done to avoid the incident.

Remedial Training = Training required following an incident to upgrade or renew skills and demonstrate driver proficiency. Appropriate training to be determined by the local manager or supervisor.

Serious Traffic Violations = As defined by Federal Motor Carrier Safety Regulations (383.5) a Serious Traffic Violation means a conviction, whether in a commercial or personal vehicle, of:

- a) Excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
- b) Reckless driving, as defined by State or local law or regulation, including but not limited to offenses of driving a commercial motor vehicle in willful or wanton disregard for the safety of persons or property;
- c) Improper or erratic traffic lane changes;
- d) Following the vehicle ahead too closely; or
- e) A violation of a state or local law relating to motor vehicle traffic control (other than a parking violation) that arises in connection with a fatal accident. Note that serious traffic violations exclude vehicle weight and vehicle defect violations with the exception of defects that are caused by driver abuse or neglect.

Unreported Damage = Drivers are responsible for identifying and reporting any damage at the time of the pre-trip inspection. Such damage is to be reported by phone or verbal notification to a supervisor (or security guard if one is available at the site).

V. Discussion

This is the section that tells how we do things at Ecore - basically, how the written program or practice should be implemented. Information found in this section includes responsibilities, specific elements and training.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

A. Driver Qualification and Hiring Policy

Ecore believes that our employees are our most valuable assets, and that the success of the company is determined by the quality of its employees. Because of these beliefs, the personnel selections of the company are extremely important. The company is committed to hiring only the best and most qualified available drivers.

To help carry out this commitment, Ecore has implemented the following driver qualification procedures.

Qualification Procedures

Ecore's driver hiring qualification standards and procedures have been developed to achieve two goals. The first goal is for the company to meet or exceed all Federal Motor Carrier Safety Regulations (FMCSR) concerning driver qualification. The second goal is to select only the best available drivers, particularly drivers who share Ecore's values and goals of operating in a safe, legal, and professional manner.

a) Minimum Hiring Standards

Ecore's hiring standards require all driver applicants to be a minimum of 21 years of age and have a minimum of 1-year CDL verifiable driving experience. Ecore reserves the right to waive the 1-year minimum driving experience requirement provided that the candidate is screened by local management and hiring is authorized by the Director of Transportation or Regional Safety Manager. Such candidates must be given a minimum of 30 hours of behind the wheel training by Ecore. Note: Where allowed by law, intrastate driving has a minimum of 18 years of age.

Drivers will be expected to converse with other company employees, our customers, and the general public. Therefore, Ecore requires all driver applicants to be able to read and speak English sufficiently to be able to perform all duties and functions of the job. (FMCSR, Sec. 391.15(b)(2)). Driver applicants will also be required to be able to:

- Safely operate an Ecore vehicle
- Determine and execute proper cargo securing procedures.

Ecore will not consider for employment a driver applicant who has been convicted of any careless or reckless driving of a motor vehicle offense within the past 10 years. Drivers convicted of operating a motor vehicle with willful or wanton disregard for the safety of persons or property are considered to be unsafe by the company. This kind of behavior is unacceptable for any prospective Ecore driver. (FMCSR, Sec. 383.5 and 391.15)

Ecore will not consider any driver applicant who has been convicted of a criminal offense involving a commercial vehicle, operating while under the influence of a controlled substance or alcohol in a commercial motor vehicle, transporting a controlled substance, or a felony involving the use of a commercial motor vehicle. (FMCSR, Sec. 383.51 + 391.15).

Ecore will consider for employment a driver applicant who has been convicted or suspended for an offense involving the operation of a motor vehicle while impaired by alcohol or drugs only if the



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

applicant has had no similar incidents or suspensions within the past 10 years.

Individuals with more than one conviction involving driving under the influence, operating under the influence OR driving while intoxicated (DUI, OUI, or DWI) for drugs and/or alcohol will not be considered for employment (double offenders prohibited).

b) Application for Employment

All driver applicants shall complete a DOT application for employment, furnished by Ecore, with the application form containing all the information required under section 391.21 of the FMCSR. Each applicant for a driving position must also fill out the standard Ecore employment application form.

Ecore's hiring standards require that driver applicants list all former employers. Any gaps in employment for more than a one-month period must be satisfactorily accounted for on the application. Due process rights are included in this application.

c) License

Ecore will obtain a legible copy of the license of all driver applicants. Ecore will conduct a review of the license to be certain it is valid, has not expired, is the appropriate class for Ecore vehicles, has the appropriate endorsements, is issued by the applicant's current state of residence, and that the applicant possesses only one license. (FMCSR, Sec. 383.21, 23 and 391.11 (b)(7))

d) Fair Credit Reporting Act Disclosure

Driver applicants will be asked for their written authorization giving Ecore permission to obtain their driving records and criminal background history.

e) Motor Vehicle Record (MVR) Checks

Ecore will request an MVR for driver applicants being considered for employment after the company has received the completed and signed employment application. An MVR will be requested from every state the applicant has lived in during the past 10 years. When an MVR request from a former state of residency comes back indicating "no record found", the MVR request will be placed in the driver's qualification file (if hired) as verification that Ecore attempted to obtain the information. (FMCSR, Sec. 383.51 and 391.15)

Ecore will review all MVR information to determine if the driver applicant meets company hiring standards regarding driving records and will compare the MVR against the employment application to check for completeness and accuracy. (FMCSR, Sec. 391.23).



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

f) Pre-employment Driving Record review

The driver's application form requires the applicants to list their convictions of any violations of motor vehicle laws or ordinances. This list and the response from the motor vehicle department(s) must be carefully reviewed to determine if the driver has had anything on his/her driving record that disqualifies him/her from driving a CMV.

Ecore will NOT consider for employment a driver applicant who has been convicted for a "major citation" (as defined by FMCSR 383.5 as a "serious traffic violation" or as defined by state agency on MVR check paperwork) in the past 36 months. This includes offenses such as excessive speeding (involving a single offense for any speed of 15 miles per hour or more above the posted speed limit), reckless driving, improper or erratic lane changes, following too closely, driving to endanger, hit-and-run, leaving the scene of an accident, vehicular homicide, or negligent vehicular homicide. It is noted that a "major citations" or the FMCSR definition of "serious traffic violations" exclude vehicle weight and vehicle defect violations.

Do not allow a driver on the road if you have a question or if you are uncertain about this matter. Contact the Regional Safety Manager or Director of Transportation for guidance.

g) Annual Commercial Driver's License (CDL) Verification

In accordance with DOT requirements, CDL drivers will display their current driver's license to their supervisor at least annually as well as a valid medical (DOT) card. Ecore's 10 safe driving rules will be reviewed and acknowledged (confirmed by signature) by all newly hired drivers prior to driving a company motor vehicle and then done within a 12-month period (at a minimum) each year. This means that all existing Ecore drivers will review and sign Ecore's 10 safe driving rules every year.

The signed acknowledgement form for the 10 safe driving rules shall be retained at the local level.

h) Annual Motor Vehicle Record (MVR) Check

Ecore must review each CDL driver's performance every 12 months. This review will involve an annual MVR check for all CDL drivers for the State in which they are licensed. The same criteria will be used for the pre-employment evaluations. Employees who fail to notify Ecore of any accident occurring on company business or failure to notify the company of a license suspension or revocation will be subject to discipline up to and including termination.

This review process is a responsibility of the local manager or supervisor. The review should include a sit-down interview with the driver. Matters to be discussed include traffic violations, driver's incident record, cargo loss, alleged abuse of equipment, and proposed safety awards.

Every CDL driver shall be required to fill out a certification of all his/her violations for the past twelve (12) months on an annual basis, the documentation of which, along with the current MVR must be maintained in the driver's qualification file.

This form may be done more than once per year at the discretion of Ecore management.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

i) Investigation of Previous Employment

Ecore will contact all former and current employers of the driver applicant to verify as much of the following as possible:

- Dates of employment
- Type of work performed
- Type of vehicle(s) operated
- Extent of driving experience and verifiable miles
- Vehicle accident record
- Attendance and reliability
- Overall work history and performance
- Record of misconduct regarding employment policies.

All former and current employer information gathered from Ecore's inquiries must be in writing and will be retained in the driver's (if hired) qualification file. In the event a former or current employer refuses to release information, a note stating this will be placed in the file.

Ecore will review all former and current employer information to determine if the driver applicant meets company hiring standards regarding past and current employment, and to determine if the applicant was truthful about information listed on the employment application. Inquiries must be completed within 30 days of employment.

j) Drug and Alcohol Test Information from Previous Employers

Ecore requires CDL driver applicants to provide written authorization to the company to obtain drug and alcohol test information for each previous and current employer. All information from former employers regarding drug and alcohol test results must be in writing and will be retained in a separate file for the driver (if hired). In the event, no response is received from a former or current employer, a note stating this will be placed in the file. Inquiries must be completed within 30 days of employment.

Ecore will not consider for employment any driver applicant who has refused a drug or alcohol test, failed a random, reasonable suspicion, post-accident, return-to-duty, or follow-up alcohol test, or tested positive for controlled substances while with a previous employer.

k) Physical Examinations and DOT Medical Certificate

Ecore requires applicants to be fully qualified physically to perform all duties and functions of driving and safely operating a commercial motor vehicle. Pre-employment Department of Transportation (DOT) physical examinations will be performed prior to employment at a local medical provider chosen by Ecore at no cost to the applicant. The physician must issue a Certificate of Medical Examination to the driver candidate. Drivers who do not pass the pre-employment DOT physical will not be hired. Ecore will not accept unexpired, valid physical cards from driver applicants in lieu of their passing a pre-employment physical examination.



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

Applicants who successfully pass the physical examination will be issued a Medical Examiner's Certification card. A copy of the Medical Examiner's Certification card will be placed in the driver's qualification file, and the original will remain in the possession of the driver at all times while on duty or operating a company vehicle.

It is a requirement that CMV drivers have a physical exam every two (2) years to determine if they are medically qualified to drive. Note that 2 years is the maximum, some drivers may be required to obtain a medical qualification card more often depending upon their individual circumstances (e.g. high blood pressure or diabetes).

Each driver is personally responsible for maintaining a DOT current medical card. Understanding this, prior to the expiration date of the current DOT medical qualification card, each driver must successfully pass a DOT physical. DOT medical examinations will be performed at a local medical provider chosen by Ecore at no cost to the employee. Any treatment or medical appointments deemed necessary beyond the DOT physical will be scheduled by and paid for by the driver. Upon successfully completing the DOT physical, it is the driver's responsibility to take the medical card to the Department of Motor Vehicles to have it attached to their driver's license. The driver must also provide a copy of the medical certification to his or her supervisor.

15 days after successfully completing a DOT physical the company will run a Motor Vehicle Record check (MVR) to ensure that the current medical certification is attached to the drivers Commercial Driver's License (CDL)

l) Pre-Employment Drug Test

Ecore requires CDL driver applicants to submit to a DOT pre-employment drug screen to be conducted at a collection site designated by the company. These driver applicants shall be offered employment which may be revoked upon a positive test result. (FMCSR, Sec. 382)

m) Road Test and Certificate

Ecore requires all driver applicants to successfully complete a road test examination prior to an offer of employment to prove they can drive a truck safely.

The road test examination shall be performed in the type of vehicle the driver will operate for the company. Qualified applicants must possess a valid CDL license for the class of vehicle and must have experience operating that type of vehicle. The company's road test examination will cover the following areas:

- A complete pre-trip inspection
- Placing the vehicle in operation
- Using the vehicle's controls and emergency equipment
- Driving in traffic and passing other vehicles (if safely feasible)
- Turning
- Braking, and slowing by means other than braking
- Backing and parking



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

- Other slow-moving operations
- Safe coupling and uncoupling procedures of a combination tractor and trailer

This road test is to be administered by an employee authorized by Ecore prior to hiring the driver. Ecore is required to provide a record of road test examination form on which the driver's skill in each operation listed above is to be rated. The form is to be signed by the Ecore employee that is conducting the test to certify its completion. The original of this record will be recorded and placed in the driver's qualification file.

It is Ecore policy to designate qualified persons as the company's driver-trainers. They shall conduct all road tests as directed. In most locations, the actual driver trainers will consist of a manager, "lead driver", or supervisor. Their conclusions and recommendations should be included in the prospective driver's qualification file.

The driver-trainers will also assist in the development and implementation of a safety training program for all drivers covering such areas as defensive driving, skid control, evasive-action and other incident prevention aids. These elements are incorporated into the local driver orientation program.

n) Driver Time Worked Statement

As a new driver is hired, the employee must complete a form to document their time worked for the seven (7) days prior to the first day of work for Ecore. This form must be completed when a driver is initially employed to ensure that the driver's previous hours of service meet the DOT requirements.

All drivers are expected to complete a similar form each year to document other compensated work. See appendix section for form titled "Driver Statement for Other Compensated Work".

o) New Hire Orientation for Drivers

As a condition of employment, all newly hired drivers will be required to successfully complete Ecore's driver orientation program. Documentation of this training will be recorded and placed in a file held at the local level.

p) Disqualifications & Notifications to Employers

Employers may not knowingly use a driver who has more than one license or whose license is suspended, revoked or canceled, or is disqualified from driving. Violation of this requirement may result in civil or criminal penalties.

It is a violation of Ecore's policy and violation of federal law to permit any driver to operate a CMV if the driver's license is suspended, revoked, or cancelled. Any CMV driver whose license is suspended, revoked, or cancelled should not operate an Ecore vehicle and must notify his/her supervisor of the loss of driving privileges by the end of the next business day. Should this be the case, a driver will be unable to drive for Ecore. In circumstances, such as this, the individual will not be permitted to drive - these situations will be examined on a case by case basis between local



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

management and Human Resources.

In the event, there is a situation that arises where a CMV driver is cited for Driving While Intoxicated (DWI) or Driving Under the Influence (DUI), the location manager or supervisor must contact the local Human Resources (HR) representative and the Regional Safety Manager to determine next steps on a course of action.

In addition, all CMV drivers are required to notify Ecore of a conviction for any traffic violations (except parking) within 30 days of that conviction, regardless of the nature of the violation or the type of vehicle which was driven at the time (company vehicle or personal vehicle).

q) Driver Qualification (DQ) File

A driver qualification file must be kept on each employee that is expected to operate a CMV. DQ files will be kept at a centralized location designated by Ecore.

The file must contain records to prove that all proper steps were taken when the driver was hired. It must also contain records that prove periodic reviews have been conducted.

The following is a list of records that should be in the driver's qualification file before they are allowed to operate a CMV for Ecore. These files are never to be discarded:

- ☒ Driver Employment Application
- ☒ Driver Acknowledgement of Drug & Alcohol Policy
- ☒ Driver Motor Vehicle Report (Within 30 Days of Hire)
- ☒ DOT Background Screening Release Form
- ☒ DOT Background Screening Results
- ☒ FMCSA DOT Pre-Employment Screening Program (PSP) Release Form
- ☒ FMCSA DOT Pre-Employment Screening Program (PSP) Results
- ☒ Pre-Hire DOT Drug Screening Custody and Control Form
- ☒ Pre-Hire DOT Drug Screening Results
- ☒ Copy of CDL Front and Back Required (picture preferred rather than scanning)
- ☒ Copy of the Medical Examiner's Certificate or Long Form



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

- ☒ Medical Examiner National Registry Validation
- ☒ 15 Day Motor Vehicle Report for New Medical Certificate (not required before driving)
- ☒ Ecore Pre-Hire Road Test Evaluation
- ☒ Driver Statement of on Duty Hours
- ☒ Driver Certificate of Compliance with Driver's License Requirements
- ☒ Driver Acknowledgement of Passenger Restrictions
- ☒ Driver Acknowledgement of Ten Safe Driving Rules for Ecore
- ☒ Driver Acknowledgement of Driver Notification of Violation or License Suspension
- ☒ Driver Acknowledgement of Roadside Inspection Process
- ☒ Driver Acknowledgement of Motor Vehicle Safety Manual
- ☒ Ecore Personnel Action Form
- ☒ Driver Entry Level Training Documentation (if CDL held for less than 1 year)

The following is a list of records that are to be in the driver's qualification file and completed annually. These files are to remain in the driver's qualification file for a minimum of three years and then are to be discarded:

- ☒ Annual Motor Vehicle Report (Last 3 Years)
- ☒ Annual Certificate of Violations and MVR Review (Last 3 Years)
- ☒ Ecore Annual Road Test Evaluation (Last 3 Years)
- ☒ Current Copy of Driver CDL
- ☒ Current Medical Examiner's Certificate or Long Form
- ☒ Medical Examiner National Registry Validation (when applicable)
- ☒ 15 Day Motor Vehicle Report for New Medical Certificate (when applicable)
- ☒ Driver Notification of Violation or License Suspension Form (when applicable last 3 years)
- ☒ Termination PDF (when applicable)



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

r) Ecore's 10 Safe Driving Rules

1. Employees must have in their possession a valid driver's license for the class of vehicle they are operating;
2. CDL drivers are required to have the following in their possession when operating company vehicles:
 - a. Valid medical examiners certificate
 - b. Up to date record of duty status (log book or E-log unit)
 - c. Drivers are responsible for their hours of duty status
3. If a driver's license is suspended, revoked, canceled, or if he/she is disqualified from driving, his/her employer must be notified. The notification must be made by the end of the next business day following receipt of the notice of the suspension, revocation, cancellation lost privilege or disqualification;
4. Drivers are responsible for insuring all safety related equipment is in their vehicle:
5. Drivers are responsible for performing a thorough pre-trip and post-trip vehicle inspection using a Vehicle Condition Report (VCR) as prescribed by the DOT
6. Drivers are responsible for complying with all state and local traffic laws regarding motor vehicle operation including those laws related to cell phone use – driver understands that Ecore prohibits use of texting while driving.
7. All drivers shall drive defensively and in a courteous manner at all times.
8. Ecore will not allow non-employees to ride in company vehicles.
9. Seat belts will be worn at all times while operating or riding in company vehicles.
10. Employees shall not operate any vehicle under the influence of alcohol or drugs, consume alcohol within 8 hours of operating a CMV, nor transport any alcohol in a CMV (except as cargo)



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

s) CDL Disqualifications:

For conviction while driving a Commercial Motor Vehicle (CMV), drivers must be disqualified and lose their privilege to drive under the following circumstances according to the Department of Transportation:

1. Two or more serious traffic violations within a 3-year period in a personal or CMV. These include excessive speeding, reckless driving, improper or erratic lane changes, following the vehicle ahead too closely, traffic offenses in connection with fatal traffic accidents, driving a CMV without having a CDL license, driving a CMV without having a CDL in possession and driving a CMV without having the proper vehicle class endorsement. Two of any of these occurrences in a three-year period will disqualify a driver for 60 days. Three of these in a three-year period will disqualify a driver for 120 days.
2. A driver or vehicle may be placed out of service by an enforcement officer for a certain period of time or until a given problem has been corrected. A driver convicted of violating such an out-of-service order will be subject to a fine & disqualification period.
 - ▶ 1st violation – disqualification for 90 days to one (1) year
 - ▶ 2nd violation during a 10-year period – disqualification for one (1) to five (5) years
 - ▶ 3rd or subsequent violation during 10-year period – disqualification for three (3) to five (5) years
3. Driving under the influence of a controlled substance or alcohol as prescribed by state law; refusing to undergo testing; using a vehicle to commit a felony; and leaving the scene of an accident involving a CMV in any vehicle will result in a disqualification of one year; the second conviction is life.
4. Having an alcohol concentration of 0.04% or more, driving with a revoked, suspended, or cancelled CDL, or after being disqualified; and causing a fatality through the negligence of a CMV will disqualify a driver for one year after the first offense and for life after the second offense.
5. First violation of any of the 1-year offenses while operating a CMV that is placarded for hazardous materials will disqualify a driver for 3 years.
6. A single conviction of using a CMV to commit a felony involving manufacturing, distributing, or dispensing controlled substances will disqualify a driver for life;
7. States have the option to reduce certain lifetime disqualifications to a minimum disqualification period of 10 years if the driver completes a driver rehabilitation program approved by the State;
8. If a CDL holder is disqualified from operating a CMV, the State may issue him/her a license to operate non-CMV's. Drivers who are disqualified from operating a CMV cannot be issued a "conditional" or "hardship" CDL or any other type of limited driving privileges to continue driving a CMV; this status would make the driver unqualified to operate a CMV requiring a CDL.



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

9. For disqualification purposes, convictions for out-of-state violations will be treated the same as convictions for violations that are committed in the home State.

B. Motor Vehicle Incident Register

An incident register must be maintained containing the required information on all vehicle incidents. This information will be maintained at the company address of record for three years from the date of the incident.

C. Driver Logs

All drivers must complete a Driver's Log Sheet for every day, even if they do not work that day. All drivers must be instructed on how to fill out a log sheet properly before beginning work. Logs must be monitored in each division to ensure that they are being turned in and filled in correctly. All logs are to be turned in as soon as possible (daily or per the site requirements). These documents will be maintained for six months.

Drivers must keep a copy of each daily log for the past 7 days in their possession at all times while on duty.

The following information must be included on the driver's daily log.

- 1) Date;
- 2) Total miles driving today;
- 3) Truck or tractor and trailer number;
- 4) Name of carrier
- 5) Driver's signature/certification. (also, print if signature is not legible)
- 6) 24-hour period starting time (e.g. midnight, 9:00am)
- 7) Main office address
- 8) Remarks;
- 9) Name of any co-driver
- 10) Total hours (far right edge of grid); and
- 11) Shipping document number(s), or name of shipper and commodity.

Failure to complete the record of duty activities shall make the driver and/or Ecore liable to prosecution. Failure to record the proper information shall result in disciplinary action. It is company policy that all drivers follow part 395 of the FMCSR.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

D. Hours of Service

No driver shall be permitted or required to drive more than 11 hours following 10 consecutive hours off duty. No driver shall be permitted to drive after the end of the 14th hour after coming on duty.

CMV drivers using the split sleeper berth provision must take at least 8 hours in the sleeper berth in the first session plus at least 2 additional hours in the berth, off duty, or any combination of the two in the second session. The shorter time will also be counted in the 14 hours on duty.

A driver may use the 16-hour provision providing the following are met:

- The driver must have returned to his/her normal work reporting location and been released from duty at that location for the previous five duty tours the driver has worked.
- The driver must return to the normal work reporting location and be released from duty within 16 hours after coming on duty following 10 consecutive hours off duty; and
- The driver must not have taken this exemption within the previous 7 consecutive days, except when he/she has begun a new 7- or 8- consecutive-day period with the beginning of any off-duty period of 34 or more consecutive hours.

No driver shall be permitted to drive more than 70 hours in any 8 consecutive days. Any period of eight consecutive days will end with the beginning of any off-duty period of 34 or more consecutive hours.

Note: A driver who encounters adverse driving conditions and, because of those conditions, cannot safely complete his/her run within the 11-hour maximum driving time may drive for an additional 2 hours to complete the run. This does not apply after the fourteenth hour.

Note: Adverse driving conditions mean snow, sleet, fog, or unusual road and traffic conditions which were not apparent to the person dispatching the run at the time it started.

On duty time includes all time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all work responsibility. This includes: all time at terminal or any other facility, loading, unloading or waiting to be dispatched. All time inspecting and servicing equipment, all time spent behind the wheel, all time remaining in attendance of a disabled vehicle, time spent giving a breath sample or urine sample and travel time, lunches and breaks, and any other compensated work for a person who is not a motor carrier.

The sleeper berth can be used to accumulate required off-duty time, as long as the driver follows the prescribed guidelines. A driver can accumulate the required 10 hours of off-duty time in the sleeper berth if it is done in two periods, each of which is at least 2 hours long.

All drivers that will be on duty for more than 8 hours must take a 30-minute break prior to the beginning of the 8th hour. No driver will drive past the beginning of the 8th hour after coming on duty without taking this required break. This 30-minute break must be noted on the driver's grid log as off duty time.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

E. Inspection & Maintenance of Vehicles/Equipment

All Ecore vehicles must be systematically inspected and maintained so that they are in safe and proper operating condition. All vehicles will conform to all Federal and State motor carrier safety regulations.

Each location is responsible for the inspection and maintenance of their respective vehicles. Records must be kept at each division verifying such inspection and maintenance. Specific inspection, maintenance schedules, record keeping aids will be available from the Transportation department.

DRIVER'S PRE-TRIP/POST TRIP INSPECTION

Drivers must make a safety inspection of their vehicle before and after each trip. Any unsafe condition must be reported utilizing the driver vehicle condition report (VCR) before the vehicle goes on the road. Inspections shall include related equipment such as load bars, hand trucks, pallets and any cargo. Drivers are held responsible for securing their load prior to vehicle movement. Any equipment found to be unsafe shall be removed from service until repairs have been made or the item is replaced. It is the driver's responsibility to inspect, notice & report any vehicle damage to a supervisor (voicemail or phone call) prior to moving the vehicle.

Unreported Damage = Drivers are responsible for identifying and reporting any damage at the time of the pre-trip inspection. This means checking for equipment damage prior to moving a vehicle. Such damage is to be reported by phone or verbal notification to a supervisor (or security guard if one is available at the site).

DRIVER'S DAILY VEHICLE INSPECTION REPORT

Every driver must submit a written daily vehicle inspection report (DVIR) on his/her vehicle at the end of each trip. The report must note any problems the driver noticed with the vehicle. If there are no problems, the report must say so. Prior to operating the vehicle again, any defective items listed that would affect the safe operation of the vehicle must be repaired and certified on the DVIR.

After a DVIR is submitted by a driver, local management is responsible for auditing completeness, accuracy, and legibility per the FMCSR standards and must also serve as a liaison with fleet mechanics or service providers. Local managers are to forward DVIR's monthly to the company location of record for storage.

ROADSIDE INSPECTIONS

Drivers are responsible for providing copies or receipts of any and all roadside inspections to their reporting supervisor or manager. Transportation managers or supervisors must retain copies of roadside inspections at the local office for a one (1) year period of time.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

F. Part-Time or Fill-In Drivers

In addition to the other required DOT forms, all part-time and/or fill-in drivers must complete a "Driver Time Worked" statement before making a run. The form requires them to state their time recently spent driving for other firms or privately. This information is needed to confirm he/she will not be violating hours of service rules while on our run.

G. Disciplinary Procedures

All motor vehicle incidents, violations or citations of any sort involving company owned or operated vehicles must be reported by the driver to his/her supervisor immediately using the company incident reporting procedures. Any driver not reporting an incident in a timely manner will face disciplinary action. The local Human Resource Manager should be consulted prior to any disciplinary or suspension action.

PROGRESSIVE DISCIPLINE

The following process will apply to all drivers involved in a preventable motor vehicle incident:

First offense = A review of the incident will take place between the driver and immediate supervisor or manager. The review will be documented in writing and a copy will be issued to the driver with a copy placed in their personnel file as a written warning.

NOTE: Failure to notice/observe pre-existing equipment damage during a pre-trip or post-trip inspection will result in the driver being charged with a single incident.

Second offense within 18 months* = A review of the incident will take place between the driver and immediate supervisor or manager. A second written warning will be issued to the driver with copies to be provided to the local Human Resource Manager. Additionally, a two-to-five-day unpaid suspension will be issued to the driver. The need for remedial training will be determined by local management.

Third offense within 18 months* = Subject to termination based on the driver's overall company driving history and the seriousness of the three incidents in 18 months. A review of the incident will take place between the driver and immediate supervisor or manager. If Ecore chooses to retain the driver, a final written warning will be issued to the driver with copies to be provided to the local Human Resource Manager. Additionally, a five to ten-day unpaid suspension will be issued to the driver. The need for remedial training will be determined by local management, discretion to be determined by local management to be judged on a case-by-case basis.

Fourth offense within 18 months* = Automatic discharge.

NOTE: "18 months" actively working as a driver or qualified to drive; if assignment is not continual over an 18-month period, time will be combined for an aggregate period of time.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

IMMEDIATE DISCIPLINARY ACTION AND/OR DISMISSAL

Negligence, reckless driving, operating a company owned vehicle while under the influence of alcohol or drugs, or committing a felony while in a company vehicle will be grounds for disciplinary action or immediate discharge. Negligence is the failure to exercise the reasonable degree of care that an ordinary, reasonable and prudent person (defensive driver) would have exercised under the same or similar conditions.

SERIOUS TRAFFIC VIOLATIONS

All disciplinary action decisions pertaining to serious traffic violations will be based on the information provided by the type of driving error or episode, the driver's previous record and the amount of damage caused, if any.

SPEED LIMITS

Drivers are instructed to observe and abide by all posted speed limits and to reduce speed when conditions warrant (use of extra caution in construction zones, during times of inclement weather, etc.). Drivers violating posted speed limits in a company owned vehicle are subject to disciplinary action.

H. Alcohol & Drug Abuse Awareness

Random drug and alcohol abuse testing is an integral part of any fleet safety program. Each driver receives a personal copy of this document and signs a form acknowledging its contents. Updates are provided whenever a change occurs in DOT regulations or company policy. Compliance with all applicable DOT regulations & company policy is required.

GENERAL DRIVER SAFETY EXPECTATIONS

ROUTES

Specific routes for all trips are to be established by supervisors. Drivers should not vary these routes unless conditions mandate otherwise.

FOLLOWING DISTANCES

To be a safe driver, you need space all around your vehicle. When things go wrong, space gives you time to think and to take action. Rule of thumb for a 40-foot vehicle you need 4 seconds of space between you and the vehicle ahead when traveling less than 40 mph, and 5 seconds when traveling over 40 mph. Increase following distances as necessary when traveling in adverse weather conditions.

ADVERSE DRIVING CONDITIONS

The nature of the delivery business dictates that product be distributed 365 days a year, and at all hours of the day and night. ***Always let environmental conditions dictate how you operate your vehicle.***

If you are unable to complete your run, or cannot fulfill a delivery at a particular location, contact your supervisor immediately.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

USE OF CELLULAR PHONES & TEXTING

Cellular telephone may be used only with an approved Bluetooth device. Texting is banned for Ecore drivers while: 1) operating a Commercial Motor Vehicle, or 2) performing any safety sensitive function (which includes working in the back of the truck/trailer moving or sorting product containers and delivering or picking up products).

Inappropriate use of a cell phone while operating a motor vehicle can have catastrophic consequences. Ecore's view is that operating a commercial motor vehicle while "texting" is an unsafe act, therefore, use of any such device is strictly prohibited while operating a commercial motor vehicle.

Employees who fail to comply with this expectation will be subject to corrective action. Employees who are cited or fined for failure to follow federal, state, or local laws regarding cell phone use will be responsible for payment of all related fines/fees for such violations & will be subject to disciplinary action.

Employees who fail to comply with federal, state and local laws regarding cell phone use and who are ticketed for such failure will be responsible for payment of all related fines or fees for such violations. In addition, employees who fail to comply with laws governing cell phones will be subject to discipline.

ENTERING/EXITING COMMERCIAL VEHICLE

The most common and most serious cause associated with driver injuries, and falls from commercial vehicles is failure of the driver to use the three-point system for entering and exiting the vehicle.

Three Point System: Three parts of the body shall remain in contact with the vehicle at all times.

1. The driver shall face the vehicle as he/she climbs.
2. Use the steering wheel, door handles and vehicle steps.
3. These are provided for use when entering and exiting the vehicle.

Note: Never jump from the cab, trailer, deck plate or loading dock areas.

ALWAYS CHECK FOR ONCOMING TRAFFIC BEFORE ENTERING AND EXITING YOUR VEHICLE.

LOADING TECHNIQUES AND CARGO INSPECTION

Drivers must be instructed on proper loading and unloading techniques they will use on their job. They must also be instructed on when and how they should inspect their cargo for safety.

Drivers are held responsible for securing their load. All loads shall be secured utilizing available load bars.

RAILROAD CROSSINGS

1. Controlled by automatic signals: All units will stop on the appropriate signal. When the automatic signal indicates proceed, look both directions and PROCEED WITH CAUTION.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

2. Controlled by stop sign: This type of crossing demands a full stop. Stop and look both directions and PROCEED WITH CAUTION.

All railroad tracks must be crossed with due regard to speed because of possible damage to the equipment or cargo. **Under no circumstances** shall the transmission be shifted while crossing the railroad tracks or sets of tracks. Whatever gear you are in when reaching the first rail shall be used until the rear most portion of your unit is across the last rail. **Under no circumstances** shall your unit be stopped/parked while straddling the rails. In any situation do not attempt to cross the tracks unless you can completely clear the tracks before stopping.

SCHOOL BUSES

State and local laws will prevail regarding meeting, passing, a school bus while boarding or unloading passengers. All vehicles recognized as school vehicles will be permitted FULL right of way under all circumstances.

UNSURFACED OR SECONDARY TYPE ROADWAYS

This type of road requires a reduction of normal speed and increased vigilance by the driver.

HAZARD EXAMPLES

- a. Wind rows
- b. Soft spots
- c. No Shoulders
- d. Unlimited access
- e. Livestock
- f. Unmarked lanes
- g. Uncontrolled intersections

PEDESTRIANS

No matter where they are walking, right or wrong, drivers shall yield the right of way.

PASSENGERS

Passengers in company trucks are limited to employees on company business with the knowledge & approval of a supervisor or manager.

FIREARMS

Company policy does not permit the carrying of firearms in company trucks.



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

PARKING OF EQUIPMENT

SAFE PARKING PROCEDURE

1. Park the unit in a place that will not obstruct other vehicles & still permit safe exit when leaving a parking spot
2. Secure the unit against all movement that may be caused by shifting liquid cargo or uneven terrain
Safe parking includes:
 - Engine turned off
 - Keys removed from the ignition
 - Transmission in 1st gear or reverse
 - Wheel to curb (on grade)
 - Differential in low side
 - Parking brake on
 - Wheel chocks (on grade and while loading or unloading with power equipment)
 - Four-way flashers active in areas when other vehicle traffic is present (i.e., roadway, busy parking lots etc.)
 - Headlights shall be turned off if they limit visibility for oncoming traffic, parking lights should remain on

HIGHWAY BREAKDOWN PARKING PROCEDURE

1. Position vehicle off the traveled part of the road as far as possible
2. Activate four-way flashers
3. Place reflective triangles, as required within ten minutes (per Subpart C FMCSR 392.22)
4. Determine the nature of the trouble
5. If necessary, contact your supervisor for instructions

When leaving the scene with the unit repaired, pick up emergency equipment, turn off 4 way flashers, signal your entrance to the traffic lane and move out when way is clear.

Note: 4-way flashers may be used in conjunction with reflectors if the electrical system of your unit is operable.

Truck Operation Safety Rules

HOUSEKEEPING

Drivers are required to keep their windows, mirrors, floors, and dashes cleaned and to maintain good housekeeping practices in their cabs. Trucks will be randomly checked by their supervisors to ensure compliance.

AIR EQUIPPED UNITS

Drivers of air equipped units must drain the moisture from the tanks at least once daily, preferable before leaving the yard.



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

COUPLING/UNCOUPLING UNITS

Coupling:

Inspect Fifth Wheel:

- *Check for damaged/missing parts*
- *Check mounting to tractor, (no cracks in frame etc.)*
- *Fifth wheel plate greased*
- *Fifth wheel positioning (wheel tilted down toward rear of tractor, jaws open, safety unlocking handle in the automatic lock position)*
- *If fifth wheel is sliding style, make sure it is locked*
- *Make sure trailer kingpin is not bent or broken. This is especially important during evening hours when darkness makes it difficult to see. A flash light is issued to each driver. Drivers are instructed to use a flash light to confirm the king pin (5th wheel) is in a locked position!*

Inspect Area/Chock Wheels:

- *Make sure area around vehicle is clear*
- *Trailer wheels are chocked or spring brakes are on*
- *Check that load (if any) is secure*

Position Tractor:

- *Place tractor directly in front of trailer*
- *Never back under trailer at an angle*
- *Check position, using outside mirrors, by looking down both sides of the trailer*

Back Slowly:

- *Back until fifth wheel just touches the trailer, Don't hit the trailer.*

Secure Tractor:

- *Put on the parking brake*
- *Put transmission in neutral*

Check Trailer:

- *Raise or lower trailer height as needed*
- *Check that kingpin and fifth wheel are aligned.*

Connect Air Lines:

- *Check glad hand seals and connect emergency air line, and service air lines to trailer glad hands*
- *Make sure lines are supported so they will not be crushed or caught when backing under the trailer.*

Supply Air to Trailer:

- *From cab push in "air supply" knob or move trailer protection valve control from the "emergency" to the "normal" position to supply air to the trailer brake system.*



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

Check brake system for crossed air lines:

- *Shut engine off so you can hear brakes*
- *Apply and release trailer brakes and listen for sound of trailer brakes being applied and released. You should hear the brakes move when applied, and air escaping when the brakes are released*
- *Check air brake system pressure for signs of major loss*
- *When sure trailer brakes are working, start engine and make sure pressure is normal*

Lock Trailer Brakes:

- *Pull out the "air supply" knob or move the tractor protection valve control from "normal" to "emergency."*

Back Under Trailer:

- *Back tractor slowly under trailer to avoid hitting the kingpin too hard*
- *Stop when kingpin is locked into fifth wheel*

Check Connection for Security:

- *Raise landing gear slightly off ground. Make sure there is no space between upper and lower fifth wheel. (if there is space, something is wrong, kingpin may be on top of closed fifth wheel jaws; trailer would come loose)*
- *Make sure jaws have closed around the shank of the kingpin*
- *Check that locking lever is in "lock" position, and that safety latch is over locking lever*
- *Pull tractor gently forward while the trailer brakes are still locked to check that the trailer is locked onto the tractor.*

Connect Electrical Cord/Check Air Lines:

- *Plug electrical cord into trailer and fasten catch, check air/electric lines for damage*

Raise Landing Gear:

- *Fully raise landing gear and secure the handle*

Uncoupling:

Position Rig:

- ***Make sure surface of parking area can support weight of trailer***
- *Have tractor lined up with trailer (pulling out at an angle can damage landing gear).*

Ease Pressure on Locking Jaws:

- *Shut off trailer air supply to lock trailer brakes*
- *Ease pressure on jaws by backing up gently (this will help release the locking lever)*
- *Put parking brakes on while tractor is pushing against the kingpin*
- *Chock trailer wheels.*



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

Lower The Landing Gear:

- *If trailer is empty, lower landing gear until it makes firm contact with ground*
- *If trailer is loaded, after the landing gear makes firm contact with the ground, turn crank in low gear a few extra turns. This will lift some weight off the tractor. (Do not lift trailer off fifth wheel)*

Disconnect Air Lines and Electrical Cable:

- *Disconnect air lines and electrical cable from trailer*
- *Hang electrical cable with plug down to prevent moisture from entering*
- *Connect air glad hands together or to dummy couplers on back of cab*

Unlock Fifth Wheel:

- *Pull the release handle to "open" position*
- *Keep legs and feet clear of the rear tractor wheels to avoid serious injury in case the vehicle moves*

Release Air from Air Bags:

- *Before pulling tractor away from trailer.*

Pull Tractor Partially Clear of Trailer:

- *Pull tractor forward until fifth wheel comes out from under the trailer*
- *Stop with tractor frame under trailer (prevents trailer from falling to ground if the landing gear should collapse or sink)*

Inspect Landing Gear:

- *Apply parking brake*
- *Place transmission in neutral*
- *Make sure ground is supporting trailer*
- *Make sure landing gear is not damaged*
- *Release brakes and drive tractor forward until it clears*

Note that the items listed above are formal DOT requirements and that the contents in other sections of this written program may allow Ecore to enforce additional measures beyond those mandated by the DOT.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

VI. Injury-Accident-Incident Full Process

The following plan is the process for employees, site managers and transportation managers to use when responding to one of the following occurrence definitions. This plan will require continuing training and support for managers but should be used as a guideline on responses for issues with plant employees and drivers.

OCCURRENCE DEFINITIONS

- **Accident:** Any Ecore vehicle striking or being struck by another object, person, building etc. All accidents are to be investigated even if the police made a conclusion at time of incident.
- **Incident:** Includes safety violations, tickets, property damage, mechanical truck issues or any other employee concern which should be investigated and responded to if the incident was caused by an employee either directly or indirectly.

POLICY REQUIREMENTS

The following stages are to be followed if and when the prevention steps have failed either by operational fault or through procedural design or requirements. These carefully designed stages will be used to assist Ecore in assuring that each occurrence is evaluated, appropriate action is taken, and all documentation is recorded for future use and history purposes.

ACCIDENT STAGES

Accident: Any Ecore vehicle striking or being struck by another object, person, building etc. All accidents are to be investigated even if the police make a conclusion at time of incident.

Accident Stage 1: Driver Training and Responsibilities in the Event of an Accident

These steps will assist a driver in what their responsibilities are immediately following an accident. Each driver is to be trained in these procedures during orientation and on a yearly basis following the initial orientation training. This training is to be notated in the Ecore – Safety Training Completion Log.

1. As soon as practical after the accident has occurred, if not immediately, stop your vehicle as far off the roadway as is possible.
2. Turn off the ignition switch and set all brakes.
3. Protect the accident scene against further incidents by setting out warning signals or warning devices and seeking aid from passing motorists.
4. Determine your location (i.e. adjacent address, telephone pole number, mile post, etc.), city, time of accident and then call police. Also, request medical aid or fire department assistance, if necessary. If someone is hurt, you are qualified, and safely able to do so you may give first-aid treatment. **Call 911 immediately.**
5. Make certain that valuables, trip sheets, invoices and all other necessary information on board the truck are secure.
6. Cooperate with the police. Answer all police questions truthfully, get a card if possible, be courteous and do not argue or try to place blame at the scene of the accident. Never admit responsibility, even if you feel the fault is yours. This will all be handled after the



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

company/insurance completes an investigation.

7. Obtain the first and last name of the other driver, their driver license number, address and contact phone number. Give the same information about yourself. Trade insurance information if possible.
8. Get names and phone numbers of witnesses that are willing to supply them.
9. Take pictures of the road, skid marks, all vehicles involved, and any nearby street signs. There can never be too many pictures. Make note of all damage to property or other vehicles using the accident form provided.
10. Complete a Driver Accident Report.
11. Make a sketch showing the point of impact of the vehicles involved, direction of movement, speed prior to the accident, weather, road conditions and time.
12. Report the accident to the transportation manager, site manager or regional safety coordinator immediately.
13. Do not talk to anyone about the accident except the police officer, a representative of the company or a properly identified representative of our insurance company.
14. **Do not sign anything unless you are presented with an infraction from law enforcement.** Should you be asked, provide the name of your Transportation Manager and contact information.

Accident Stage 2: Transportation Manager/Other Receives Initial Telephone Report

The Transportation Telephone Accident Report is the first part of the accident reporting process. The transportation manager will not have a copy of the Driver Accident Report until the driver returns. It is important that they receive preliminary details to be able to assist the driver on the road and report the accident in a timely manner.

The Transportation Telephone Accident Report covers:

- Who received the call
- Date and time of call
- Driver involved in the accident
- Shift start time, region and site
- Driver physical status
- Driver location and reason for call
- Injuries to Driver or Others
- Time of accident
- Status of Police, Ambulance or Fire Department
- Status of Vehicles or property involved
- Description of Accident
- Completion of forms required by driver
- Information or instruction given to driver

Using the information recorded above, the transportation manager will be able to assess the necessity of involving the GM of operations, director of transportation, or the regional safety coordinator. At this point emergency contacts may need to be made based on the severity of the accident.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

Accident Stage 3: Reporting and Communication

Reporting will be the first step in an investigation into the facts surrounding each occurrence, and are to be completed within 24 hours of said occurrence. The purpose of this investigation is to determine, and solidify, the risk level of employee involvement in support of the determination of root cause, preventability and in any action steps to be taken to prevent similar occurrences in the future.

REPORTING

All accidents that are of the near-miss or training opportunity errors type are to be reported by transportation managers within 24 hours. The employee safety incident form (found below) is to be used in reporting the accident to the regional safety coordinator via email at transportationsafety@ecoreintl.com. All accidents that result in minor damage are to be reported by transportation managers within 12 hours. The employee safety incident form is to be used in reporting the accident to the regional safety coordinator and the regional operations director via email at transportationsafety@ecoreintl.com and the direct email of the director. All accidents resulting in severe damage or bodily injury to be reported by transportation managers within 1 hour via telephone to the regional safety manager. The employee safety incident form is also to be used in reporting the accident to the regional safety coordinator via email at transportationsafety@ecoreintl.com. Site and transportation managers are to report all accidents regardless of severity including, at a minimum, the Ecore Employee Safety Incident Report Email Template to transportationsafety@ecoreintl.com.

The Ecore Employee Safety Incident Report Email Template is one of the first parts of the reporting process. Since the branch or transportation manager may not have a copy of the Employee Accident Report until the driver returns from their route, it is crucial that they receive these preliminary details which will assist the local Safety Coordinator in reporting the accident in the required timely manner.

The Ecore Employee Safety Incident Report Email Template covers:

- Who completed the template
- The region in which the accident occurred
- The specific site at which the accident occurred or which the employee is based from
- The city in which the accident occurred
- The state in which the accident occurred
- The vehicle number involved in the accident
- The route number associated with the accident
- Did the Ecore vehicle strike another vehicle, property or was it struck by another vehicle?
- Were the police contacted, notified or was a report filed
- Probable dollar amount of damages caused
- If the accident required a call to the Director of Transportation
- A description of the accident



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

Transportation Safety Incident Report

Report Completed by:			
Region:		Site:	
City:		State:	

1. Check one or more incident box below: X

Plant Employee Incident:		Driver Employee Incident:		Driver Vehicle Incident:	
--------------------------	--	---------------------------	--	--------------------------	--

2. Check one or more injury severity type below: X

First Aid Injury (on site treatment):		Accident (off site medical treatment):	
---------------------------------------	--	--	--

3. If Driver Vehicle Incident, complete vehicle data and check vehicle incident type below: X

Vehicle number:		Route Name:			
Struck another vehicle(s):		Struck property:		Struck by another vehicle:	
Police report completed:		Police notified:		No police contact:	

4. If Driver Vehicle Incident, check vehicle incident estimated damage below: X

Less than \$10,000:		\$10,000 - \$20,000:		Greater than \$20,000:	
---------------------	--	----------------------	--	------------------------	--

5. If employee accident (offsite medical) or vehicle damage greater than \$20,000, personal call to GM: X

Yes:		Left Message:		No:	
------	--	---------------	--	-----	--

6. Describe employee incident or vehicle incident

Description of incident:



All information from the initial report is to be entered into the Running Injury-Accident-Incident-Loss Matrix, safety analysis and the insurance claim notification process is to be initiated by the regional safety coordinator.



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

COMMUNICATION

The initial information is to be distributed per the below vehicle accident communication grid.

Vehicle Accident Communication Grid				
Accident/Injury Type	Step #	Employee to Initiate Contact	Employee to Contact	Contact Timeframe
Near-Miss, Training Opportunity Errors	1	Site/Transportation Manager	Send Safety Incident Template via Email to Safety Email Box	Within 24 Hours of Accident
Accidents Resulting in Minor Damage	1	Site/Transportation Manager	Send Safety Incident Template via Email to Safety Email Box and Copy Regional Director	Within 12 Hours of Accident
	2	Regional Safety Manager	Send Update Communication to Director of Transportation and Regional GM of Operations	Within 24 Hours of Accident
Accidents Resulting in Severe Damage or Bodily Injury	1	Branch/Transportation Manager	Regional Safety Manager via Telephone & Send Safety Incident Template via Email to Safety Email Box	Within 1 Hour of Accident
	2	Regional Safety Manager	Directors of Operations, Director of Transportation, GMs of Operations, President of Operations, and EVP of HR via Email and Contact Regional VP of Operations via Telephone	Within 1 Hour of Initial Notification
	3	Regional Safety Manager to Schedule Update Meeting	Directors of Operations, VPs of Operations, EVP of Operations, EVP of HR via Email	Within 24 Hours of Initial Notification



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

Accident Stage 4: Investigations and Preparation for Insurance

Once the transportation manager has reported the incident, they will be able to begin the process of completing an Insurance Reporting Packet. This packet will serve as the on-site documentation required by the DOT and submitted to the insurance carrier when necessary. This packet will include the following:

- Ecore Employee Safety Incident Report Email Template
- Transportation Telephone Accident Report
- Driver Accident Report
- Transportation Post Accident Witness Form
- Transportation Management Accident Review
- Post-Accident DOT Drug Screening Documents
- Police Report or Other Documents
- Driver Log Information for the Day of the Incident
- Employee Completed Pre-Trip DVIR

Accident Stage 5: Review Team & Root Cause Analysis

As part of the process each accident will be reviewed for root cause and level of risk. Each transportation manager associated with an accident at their respective facility and the local Safety Coordinator will be required to review the report developed and statements made regarding the personal injury in the Insurance Reporting Packet together. These two individuals will use this information to make a mutual determination of root cause to be presented to the GM of Operations for their use in updating the regional president and the CEO as needed. The transportation manager will then, with the assistance of human resources and the GM of operations, assign a Risk Level, if applicable, and appropriate actions will be taken for current discipline and prevention of future accidents. The independent root-cause determination will then be presented to the entire regional management staff in the monthly safety meeting for final accident root cause review, discussion and determination of necessary additional training.

ROOT-CAUSE ANALYSIS STEPS

1. Define the problem or describe the event to prevent in the future. Include the qualitative and quantitative attributes (properties) of the harmful outcomes. This usually includes specifying the natures, the magnitudes, the locations, and the timing of events. In some cases, "lowering the risks of reoccurrences" may be a reasonable target. For example, "lowering the risks" of future automobile accidents maybe more reasonable target than "preventing all" future automobile accidents.
2. Gather data and evidence, classifying it along a timeline of events to the final failure or crisis. For every behavior, condition, action, and inaction specify in the "timeline" what should have been done when it differs from what was done.



DOT Compliance - Safety Practices Manual Motor Vehicle Safety

3. Ask "why" and identify the causes associated with each step in the sequence towards the defined problem or event. "Why" is taken to mean "What were the factors that directly resulted in the effect?"
4. Classify causes into causal factors that relate to an event in the sequence and root causes, that if eliminated, can be agreed to have interrupted that step of the sequence chain.
5. Identify all other harmful factors that have equal or better claim to be called "root causes." If there are multiple root causes, which is often the case, reveal those clearly for later optimum selection.
6. Identify corrective action(s) that will with certainty prevent recurrence of each harmful effect, including outcomes and factors. Check that each corrective action would, if pre-implemented before the event, have reduced or prevented specific harmful effects.
7. Identify solutions that, when effective, and with consensus agreement of the group, prevent recurrence with reasonable certainty, are within the institution's control, meet its goals and objectives and do not cause or introduce other new, unforeseen problems.
8. Implement the recommended root cause correction(s).
9. Ensure effectiveness by observing the implemented recommendation solutions.
10. Identify other methodologies for problem solving and problem avoidance that may be useful.
11. Identify and address the other instances of each harmful outcome and harmful factor.

VII. References

Pertinent documents that will offer further information to support the implementation of this Ecore written policy include:

Federal Motor Carrier Safety Regulations (FMCSR)

National Safety Council (NSC) Defensive Driving Course Principles

National Safety Council (NSC) Guide to Determine Motor Vehicle Accident Preventability

American National Standards Institute (ANSI) Safe Practices for Motor Vehicle Operations

American National Standards Institute (ANSI) Manual on Classification of Motor Vehicle Traffic Accidents

American Society of Safety Engineers (ASSE) Dictionary of Terms Used in the Safety Profession



DOT Compliance - Safety Practices Manual

Motor Vehicle Safety

Ecore MOTOR VEHICLE SAFETY MANUAL

Acknowledgement Sheet

After reviewing this Motor Vehicle Safety Manual, please complete the information requested below.

Please sign and return this information to your supervisor.

If you have any questions, contact your supervisor.

(PLEASE PRINT CLEARLY)

NAME: _____

LOCATION: _____

TITLE: _____

I understand that I have received, read, and agree to abide by this Motor Vehicle Safety Manual:

SIGNATURE: _____

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2025

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 ECORE Transport Co LLC 251 Little Falls Drive Wilmington DE 19808 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Ins Co	16535														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570112879525**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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:				04/01/2025	04/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
A	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				04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		04/01/2025	04/01/2026	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Department of Natural Resources and
Environmental Control Compliance and
Permitting Section
89 Kings Highway
Dover DE 19901 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570112879525



Davis, DaQuan (DNREC)

From: Jimmy D. Watkins <jdwatkins@ecoreintl.com>
Sent: Monday, June 9, 2025 10:41 AM
To: WHStranporters
Subject: RE: DNREC NOTICE- Incomplete Delaware Solid Waste Transporter Permit (ECORE TRANSPORT CO LLC DE-SW-2124)
Attachments: Equipment Lease and Rental.pdf; Milestone Trailer Rental Agreement 01-21-2022.pdf

Rental form from Milestone

JIMMY WATKINS
Transportation Manager



76 Acco Drive York PA 17402

t 717 699 7848

c 717 819 8437

e jdwatkins@ecoreintl.com

w www.ecoreintl.com

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStranporters
Sent: Monday, June 9, 2025 10:00 AM
To: Jimmy D. Watkins <jdwatkins@ecoreintl.com>
Subject: RE: DNREC NOTICE- Incomplete Delaware Solid Waste Transporter Permit (ECORE TRANSPORT CO LLC DE-SW-2124)

You don't often get email from whstranporters@delaware.gov. [Learn why this is important](#)

Hello,

I have reviewed all your attachments and only need one lease agreement from Milestone Equipment leasing.

Thank you,



DaQuan L. Davis

Environmental Scientist

Division of Waste and Hazardous Substances

✓ 302-739-9403

✓ WHStranporters@delaware.gov

✓ 89 Kings Hwy SW, Dover, DE 19901

✓ dnrec.delaware.gov



From: Jimmy D. Watkins <jdwatkins@ecoreintl.com>

Sent: Monday, June 9, 2025 6:32 AM

To: WHStranporters <WHStranporters@delaware.gov>

Subject: RE: DNREC NOTICE- Incomplete Delaware Solid Waste Transporter Permit (ECORE TRANSPORT CO LLC DE-SW-2124)

I have attached the signed permit and our spill control plan. The spill control plan are in sections 3 and 5 of the spill control plan pdf. I have also attached the trailer vehicle list.

JIMMY WATKINS

Transportation Manager



76 Acco Drive York, PA 17402

f 717 699 7848

c 717 819 8437

e jdwatkins@ecoreintl.com

w www.ecoreintl.com

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStranporters

Sent: Wednesday, June 4, 2025 4:33 PM

To: Jimmy D. Watkins <jdwatkins@ecoreintl.com>

Subject: DNREC NOTICE- Incomplete Delaware Solid Waste Transporter Permit (ECORE TRANSPORT CO LLC DE-SW-2124)

You don't often get email from whstranporters@delaware.gov. [Learn why this is important](#)

Hello Mr. Watkins,

Thank you for submitting your application for your Delaware solid waste transporter permit. Upon review, I have found that some information is missing or needs to be updated. Please address the items listed below:

- **Section 4(b)-** The officer information that was submitted is missing the dates of birth, ownership percentages, titles, and the owner's /corporate officers' mailing address. Please update your ownership information and send it back.
- **Section 9(a)-** Do you have a PA solid waste transporter permit?
- **Section 10- For-hire** means you're in the business of transporting passengers, regulated property, or household goods owned by others for compensation. Do you transport any of the following? If so, please provide a motor carrier number (MC #).
- **Section 11-** Please provide a spill control plan.
- **Section 13-** The vehicle list was missing some information. Please update your list to include year, make, model, VIN #, state, GVWR, license plate, and the owner's name.
- **Section 16-** Please have a corporate officer sign the application from section 4(b).

Please provide the information requested above via e-mail within five (5) days.

Thank you,



DaQuan L. Davis

Environmental Scientist

Division of Waste and Hazardous Substances

☎ 302-739-9403

✉ WHStranporters@delaware.gov

📍 89 Kings Hwy SW, Dover, DE 19901

🌐 dnrec.delaware.gov



Equipment Lease and Rental Outbound Form

Lease/Rental #: RC246678



This Equipment Lease and Rental Outbound Form is executed in connection with the trailer lease or rental agreement ("Agreement") between the lessee/customer named below ("Lessee") and Milestone Trailer Leasing LLC or its affiliate that governs the lease or rental of the trailer identified below (the "Trailer"). In the event there is not a separate, executed Agreement in place with Lessee, then the current version of Milestone's standard terms and conditions for the lease and/or rental of trailers (which can be viewed on Milestone's website at www.milecorp.com on the credit application webpage) shall govern the lease/rental of the Trailer.

Lessee Name & Address:

34608
ECORE INTERNATIONAL INC
CASEY WELLS
715 FOUNTAIN AVE
LANCASTER, PA 17601

Phone: 717 874 4619

Contact: CASEY WELLS

PO#:

Billing Cycle: Monthly Arrears

Terms: 30D

Service Level: N

Min. Term: 1M

Return Location:

YORK
655 LAURA COURT
LEWISBERRY, PA 17339
Phone No 717 229 1449

Equipment: U702333

Model: VAN53

GPS #

Year: 2007

VIN #: 1JJV532W67L081029

Plate #: 9417JX

Trailer Type: VAN

Rates:

Monthly 260.00

TREAD 42.00 per 32nds

BRAKE 42.00 per 8ths

Date Out 1/24/2025

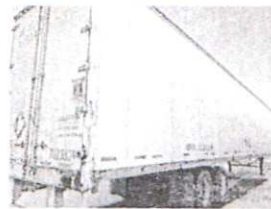
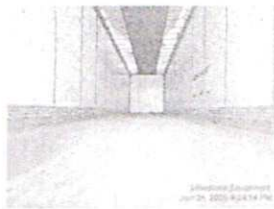
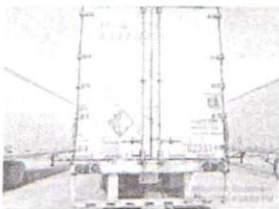
Position	TD	Position	TD
LFO	11	RFO	11
LFI	13	RFI	15
LRO	7	RRO	11
LRI	6	RRI	11

Hub Readings: 0 FMCSA Date: 11/13/2024

Brakes: LF: 6.00 RF: 6.00

LR: 6.00 RR: 6.00

Reefer Hours: Reefer Fuel:



(Full Name Signature)

Lessee or its agent acknowledges the receipt of the trailer listed above in good repair and working condition subject to any exceptions listed above.

Jimmy Watkins

TRAILER RENTAL AGREEMENT

This Trailer Rental Agreement (this "**Agreement**") is made as of the date set forth in the Customer signature block below (the "**Effective Date**"), by and between Milestone Trailer Leasing LLC, a Delaware limited liability company, with offices at 1520 S. 5th Street, Suite 270, St. Charles, MO 63303, its successors and assigns ("**Lessor**") and Ecore International, a Corporation (Select formed in PA together with and on behalf of any of its subsidiaries or affiliates which may benefit from this Agreement, collectively, "**Customer**", together with Lessor referred to herein as the "**Parties**" and in the singular, each a "**Party**"), with offices at 76 Acco Drive, York Pa 17402 (Customer's "**Principal Office**"). In consideration of the promises and covenants described below, the Parties agree as follows:

1. **TRAILERS.** As of the Effective Date, this Agreement shall give Customer the right to rent from Lessor the trailers which are delivered to Customer in accordance with Paragraph 3 below (each a "**Trailer**" and together, the "**Trailers**") for the purpose set forth in that certain Equipment Leasing Application previously made by Customer and approved by Lessor (made a part hereof and incorporated by reference hereby, the "**Application**"). Any and all Trailers shall be subject to the terms and conditions of this Agreement and this Agreement does not convey any right, title or interest in any Trailer to Customer other than the rights conferred herein.

2. **AGREEMENT TERM; RENTAL TERM.** This Agreement shall commence on the Effective Date and shall terminate on the third (3rd) anniversary of the Effective Date unless earlier terminated in accordance with the terms of this Agreement, and, absent sixty (60) days prior written notice from any Party in accordance with this Agreement, shall automatically renew each year thereafter (the "**Agreement Term**"). Notwithstanding the Agreement Term, to the extent Customer has outstanding payment or performance obligations hereunder, including but not limited to, non-payment of any Invoiced Amounts (as such term is defined herein) or non-performance related to Trailers, Customer's obligations under this Agreement shall survive the Agreement Term and continue. The rental term for each Trailer shall commence on the date such Trailer is Delivered (as such term is defined below) to Customer and shall terminate upon the expiration of the minimum term as indicated on the Delivery Form (as may be extended pursuant to an executed supplement or amendment to this Agreement) or, if a minimum term is not indicated on the Delivery Form, the rental term shall continue on a month-to-month basis (as such term is defined in Paragraph 3 below) (the "**Rental Term**"). Customer shall remain obligated under this Agreement and the respective Delivery Form(s) for such Trailer(s) until such time as Customer has indefeasibly satisfied, in full, its obligations with respect to such Trailer.

3. DELIVERY; OUTBOUND INSPECTION; RENTAL RATE ADJUSTMENTS.

(a) During the Agreement Term, Customer may request the rental of a Trailer hereunder, however not to exceed the maximum number of Trailers outstanding as determined by Lessor in its sole discretion based upon its review of the Application (the "**Rental Maximum**"). Delivery of each Trailer shall be at a service branch of Lessor or such other location as designated by Lessor on the Delivery Form (the "**Service Location**") ("**Delivery**" and upon Delivery, "**Delivered**"). Customer hereby agrees and acknowledges that Delivery may be subject to delays beyond Lessor's control and further agrees and acknowledges that Customer shall not have any claims whatsoever against Lessor for damages as a result of any such delay, including, without limitation, any liquidated damages or any other financial damages.

(b) At the time of Delivery, each Trailer will undergo outbound inspection by Lessor, Lessor's employee or third-party, as the case may be, together with Customer, Customer's employee, driver or other third-party agent, as the case may be, and the parties shall complete and execute Lessor's "Delivery Form" substantially in the form attached hereto as *Exhibit A* (the "**Delivery Form**"). The Delivery Form shall set forth, among other things, the date of Delivery on which billing for such Trailer shall commence, the Rental Term, the rental rate for such Trailer (as the same may be increased or adjusted from time to time in accordance with this Agreement, the "**Rental Rate**"), and the outbound condition of the Trailer on such date, all as more fully set forth therein. Customer hereby authorizes its employees, drivers and/or other third-party agents to execute Delivery Forms on behalf of Customer when taking Delivery of any Trailer hereunder. Each Delivery Form executed in connection with this Agreement shall be incorporated by reference into this Agreement and made a part hereof and any reference to this Agreement shall include any and all such Delivery Forms.

(c) Lessor shall have the right, in its sole discretion to increase the Rental Rate for any Trailer at any time upon ninety (90) days prior written notice to Customer of such increase. Notwithstanding anything contrary to the foregoing, Lessor may increase the Rental Rate at any time during any Rental Term, to the extent that Lessor shall determine that Customer's actual mileage, or refrigerated hours exceeds the estimates set forth on the Delivery Form, Lessor shall have the right, in its sole discretion to increase the Invoiced Amount to reflect the increased estimates in mileage or refrigerated hours. In either event, adjustments shall be effective and applied as of the beginning of the month following such adjustment.

4. INVOICES.

(a) Lessor will issue an invoice to Customer, to the billing contact and address set forth in the Application (unless otherwise directed by Customer in writing), on a monthly basis ("**Invoice**"), which Invoice will aggregate the Rental Rates for each outstanding Trailer (in the aggregate, "**Rent**"), together any and all amounts which may have been incurred by Lessor and are the obligation of Customer hereunder, including but not limited to sales tax, additional amounts which may be described in any Delivery Form, if any, and those amounts included in Paragraphs 8, 10, 13(c), and 16(b) below (collectively, the "**Invoiced Amount**").

(b) Customer shall have the absolute and unconditional obligation to pay the Invoiced Amount in full within thirty (30) calendar days from the date of such Invoice without any further demand, abatement or recoupment or set off. Any and all Invoiced Amounts which are past due shall bear interest at the rate that is the lesser of (i) five percent (5%) per month and (ii) the maximum rate permissible by law, until paid in full.

(c) Lessor may include with any Invoice, a list of Trailers which are then outstanding under this Agreement. Customer may dispute such list by giving Lessor written notice of such dispute within thirty (30) calendar days of the date of such Invoice containing such list. Failure to make any such dispute shall be deemed an admission by Customer that such Trailers are then outstanding under this Agreement and in Customer's possession and/or control.

(d) All payments made by Customer to Lessor hereunder shall be made payable and addressed to "Milestone Trailer Leasing LLC" at its address as directed in the Invoice, and Lessor shall have the option to apply payments for any of Customer's outstanding Invoices as Lessor so elects, without regard to Customer's written instruction.

5. MAINTENANCE.

(a) Prior to Delivery, Customer, Customer's employee, driver or other third-party agent, as the case may be, shall select a maintenance package for each such Trailer which shall be indicated on the Delivery Form (each, a "**Maintenance Package**"). Absent such selection, the Maintenance Package shall be deemed to be "Net" (as described in subparagraph (i) below). Notwithstanding anything contrary to the below, in the event that Lessor or any of its third-party vendors (each, a "**Lessor Vendor**"), performs any maintenance, repairs, or services for which Customer is responsible under its respective Maintenance Package, Customer shall pay for any such maintenance, repairs, or services. Notwithstanding the foregoing and without derogation to Lessor's rights and remedies hereunder, to the extent that Customer does not make such immediate payment, Customer shall be billed for the same on the subsequent Invoice. The Maintenance Packages are as follows:

(i) **Net.** At Customer's sole expense, Customer shall be responsible for all maintenance of the Trailers, including but not limited to, preventative maintenance, emergency service and damage repairs and replacements (e.g., parts and tires); provided, however, reasonable wear, customary to operation and usage in the ordinary course, excepted.

(ii) **Standard Maintenance.** Lessor Vendor will perform any and all preventative maintenance and all regular maintenance occasioned by normal wear during business hours when the Trailer is returned to the Service Location designated on the Delivery Form or such other location determined by Lessor; provided, however, that as a

condition to Lessor's obligation hereunder, Customer shall return the Trailer to the Service Location for preventative maintenance servicing at least once per calendar quarter. Customer shall be responsible for, and shall bear all of the costs, expenses and fees related to all other maintenance service (including, without limitation, all road calls for maintenance service) and all damage repairs (including damage to tires) as may be required to maintain the Trailer in good operating order, condition and appearance, including, parking, storage and transport fees to and from the repair facilities, if any.

(iii) Full Service. Lessor Vendor will perform any and all preventative and regular maintenance occasioned by normal wear whenever the Trailer is made available to Lessor Vendor at a location determined by Customer; *provided, however, that* Customer shall in any event make such Trailer available to Lessor Vendor for preventative maintenance servicing at least once per calendar quarter at a location determined by Customer. Customer shall be responsible for, and shall bear all of the costs, expenses and fees related to all damage repairs (including damage to tires) and all repairs required due to Customer's failure to make the Trailer available to Lessor Vendor for servicing as stated above, together with all parking, storage and transport fees to and from the repair facilities. Lessor Vendor will, upon Customer's written request and for Customer's account, perform any repairs for which Customer is responsible hereunder whenever such Trailer is made available to Lessor Vendor; *it being understood that* Customer shall bear all the costs, expenses and fees related thereto.

(b) For any third-party inspection(s), repair(s) and/or maintenance for any Trailer, to the extent that Lessor is responsible for such expense, Customer shall obtain Lessor's prior written consent before any such inspection, repair and/or maintenance, and in any event, such inspection(s), repair(s) and/or maintenance shall be performed according to same or better standards as Lessor's in every respect. Lessor shall have the right to inspect all maintenance or repairs performed on the Trailers by anyone other than Lessor, and to correct or remediate, at Customer's expense, any and all defect in materials or workmanship that in Lessor's responsible judgment result from the performance of such maintenance or repairs in an improper manner.

(c) To the extent Customer replaces any parts, accessories or tires, such replacement item(s) shall be comparable quality to the item(s) being replaced as of the date of Delivery and shall become the property of Lessor immediately upon attachment to the Trailer.

(d) Lessor reserves the right to place upon the Trailer the name and logo of Lessor and Customer shall not, without the prior written consent of Lessor, remove, obscure, deface or obliterate any advertising or identification marks or notations placed upon the Trailer by Lessor or the Trailer's manufacturer, or permit any other person or entity to do so.

(e) Notwithstanding anything contrary in this Paragraph 5, Customer shall be solely responsible for, and shall bear all costs, fees and expenses related to **(i)** any and all standard and/or emergency maintenance for any Trailer, including, without limitation, all "road calls" for maintenance service, and **(ii)** all damage repairs as may be required to maintain each Trailer in good operating order, condition and appearance, as indicated by the Delivery Form for each Trailer.

6. RECORDS AND INSPECTION.

(a) Customer shall perform and keep record (written or electronic) of pre-trip safety inspections ("**Pre-Trip Records**") as required by the United States Department of Transportation ("**DOT**"), including the maintaining of proper hub oil or grease levels on axles, proper inflation and tread wear of tires, proper brake operation, including adjustments, and operable lighting, including replacement of lenses and bulbs, on each Trailer.

(b) Customer shall maintain operational records (written or electronic) for each Trailer, as required by the DOT, which shall also include with respect to each such Trailer **(i)** all maintenance and repairs performed during the Rental Term, **(ii)** last known location/destination, **(iii)** name of driver, with such driver's personal information (and such driver's employer, if different from Customer), and **(iv)** the DOT Federal Motor Carrier Safety Administration ("**FMCSA**") inspection, which shall be the responsibility of Customer to update at its sole cost **(v)** any other details as may be required by Lessor in its sole discretion ("**Operational Records**").

(c) Upon Lessor's request, Customer shall provide true and correct copies of any and all Insurance Policies (as such term is defined in Paragraph 9 below), Pre-Trip Records, Operational Records and any other supporting documentation as Lessor may request, for any Trailer. Lessor, or any of its employees or third-party agents, shall have the right to inspect any of the Trailers during normal business hours.

7. CUSTOMER COVENANTS. Customer hereby covenants for the Rental Term of each Trailer, as follows:

(a) Customer shall not, shall not cause, or shall not suffer to permit the Trailers to be operated in any jurisdiction other than the continental United States of America.

(b) Customer shall not, shall not cause, or shall not suffer to permit the Trailers to be used for commercial or business purposes other than that which is consistent with Customer's business purpose as set forth in the Application or as otherwise approved in writing by Lessor.

(c) Customer shall be responsible for knowing the location and/or destination of all Trailers at all times.

(d) To the extent that any hub-odometer(s) or refrigerated van clock(s) have been removed or have failed to function, Customer shall *immediately* **(i)** repair the same and **(ii)** notify Lessor. For the avoidance of doubt, Customer shall bear all cost and expense related to the repair or replacement thereof.

(e) Customer shall, at its sole expense, comply with any and all federal, state, municipal or local laws and regulations of the jurisdictions within which it operates the Trailers, including, but not limited to, DOT and the Federal Motor Carrier Safety Act (each as amended and as may be applicable), which in any way affect or are applicable to the use, operation (including, but not limited to loading limitations together with excessive impact and concentrated load practices), storage or possession of the Trailers.

(f) Customer shall not permit or suffer to permit any Trailer to be operated by any person other than an agent or employee of Customer, in each case, a careful, dependable operator licensed to operate the Trailer and not operating under the influence of alcohol or drugs.

(g) Customer shall not use or suffer to permit the use of any of Trailers for storage or transportation of any corrosive substances, Hazardous Materials (as further defined below), hazardous wastes, high-density poorly secured materials, bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the interior or exterior of the Trailers or which could result in injury or damage to subsequent users of the Trailers or make any other use of the Trailers which could result in such injury or damage. "**Hazardous Materials**" means any hazardous, special, radioactive or toxic substance, material or waste which is or becomes regulated by the federal government, the state, the county or the city, and includes, without limitation, any material or substance which is **(i)** petroleum, **(ii)** asbestos, **(iii)** designated as a hazardous substance pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, **(iv)** defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, **(v)** defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, **(vi)** defined as a "regulated substance" pursuant to the Solid Waste Disposal Act, 42 U.S.C. 6991 *et seq.*, **(vii)** defined as a toxic "chemical substance" pursuant to the Toxic Substance Control Act, 7 U.S.C. §§ 136 *et seq.*, **(viii)** defined as a "hazardous chemical" or "hazardous substance" pursuant to the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 *et seq.*, or **(ix)** defined as a "radioactive waste" pursuant to the Atomic Energy Act, 42 U.S.C. §§ 2011 *et seq.* If any Trailer is determined to have been used to transport or store any such products, Customer shall purchase such Trailer within fifteen (15) calendar days of Lessor sending the bill of sale and invoice. Further, Customer shall execute a bill of sale as buyer thereunder pursuant to which Customer shall purchase, in immediately available funds, from Lessor, with all warranties disclaimed, "as-is/where-is", such Trailer(s) for a purchase price which is 115% of the market value for such Trailer(s)' year, make, model in comparable condition as set forth in the respective Delivery Form for such Trailer(s). To the extent that Customer does not comply with the forgoing, such Trailer(s) shall, on subsequent Invoices, continue to accrue Rental Rate for such Trailer however *multiplied by five*, until Lessor is compensated for purchase price set forth above.

(h) Customer shall update Lessor in writing, of (i) any and all changes to Customer's information provided in the Application; (ii) Customer default on any of its material agreements, including but not limited to, commercial lease(s), bank or debt document(s), and/or other commercial documents obligating Customer for payment; and (iii) delinquent payments on federal, state or local taxes.

8. RETURN; RETURN CONDITION.

(a) Upon or prior to the termination of the Rental Term, Customer shall, at its sole expense, return the Trailers, free and clear of any and all liens and encumbrances, at the place of Delivery, unless otherwise directed by Lessor.

(b) If Customer returns any Trailer to a location other than the place of Delivery or as otherwise designated by Lessor (whether intentionally or unintentionally) and such location has been approved by Lessor in writing, Lessor reserves the right to bill Customer a charge of not less than \$200.00 for each such Trailer. Notwithstanding, if Customer returns the Trailer(s) to a location other than the place of Delivery or as otherwise designated by Lessor (whether intentionally or unintentionally) and such location has not been approved by Lessor in writing, such Trailer shall continue to be subject to the terms and conditions of this and the related Delivery Form, until such Trailer has been returned in accordance with this Agreement.

(c) Each Trailer shall be returned in good and efficient operating order and in substantially the same condition and appearance and as set forth in the Delivery Form, less normal wear over the Rental Term.

(d) Upon the return of any Trailer, the following charges may apply, which charges shall be included on Customer's final Invoice (collectively, "**Return Charges**"):

(i) For a Trailer which is under a "Net" Maintenance Package, if upon the return of such Trailer there is a reduction of 1/32nd of an inch or more in the cumulative depth of the tire tread, as determined by Lessor, compared to the cumulative outbound depth of tire tread indicated on the Delivery Form, Customer agrees to pay Lessor for such tire tread wear at the rate set forth in the Delivery Form for each 1/32nd inch of tire tread reduction.

(ii) For a Trailer which is under a "Net" Maintenance Package, if upon the return of such Trailer there is a reduction of 1/8th of an inch or more in the cumulative depth of the brake lining, as determined by Lessor, compared to the cumulative outbound depth of brake lining indicated on the Delivery Form, Customer agrees to pay Lessor for such brake lining wear at the rate set forth in the Delivery Form for each 1/8th inch of brake lining reduction. Further, where brake drums have been worn to the drum pattern and/or cracked or scored, Customer shall be solely and entirely responsible for the replacement cost of said brake drum.

(iii) For a non-storage Trailer which is under a "Net" Maintenance Package and is returned following a Rental Term of less than or equal to 180 days, and upon the return of such Trailer there is wear of less than 1/32nd inch of tire tread or 1/8th inch of brake lining, Customer will be charged a minimum wear fee upon return of such Trailer at a minimum of \$50.00.

(iv) For any Trailer which is under a "Standard Maintenance" or "Full Service" Maintenance Package, if upon the return of such Trailer or upon the replacement of any tire, tire tread wears indicate a usage in excess of 1/32nd inch tread wear per tire per each six thousand (6,000) miles traveled for a Trailer with bias ply tires and twelve thousand (12,000) miles for a Trailer with radial tires, Customer agrees to pay Lessor a charge based upon the then current tire price for each 1/32nd inch per tire used in excess of the above define standard.

(v) For any Trailer which is under a "Standard Maintenance" or "Full Service" Maintenance Package, if upon the return of the Trailer or replacement of brakes, brake wear is in excess of 1/8th inch per fifteen thousand (15,000) miles traveled, Customer agrees to pay Lessor a prorated charge based upon the then current price for a brake reline service for each 1/8th inch used in excess of the aforementioned standard. Where brake drums have been cracked or scored by Customer's use, Customer shall be solely and entirely responsible for the replacement cost of said brake drums.

(vi) In the event that pursuant to damage to tires or brakes (normal wear excepted) Customer has replaced tires or brakes for any Trailer, Customer shall have replaced such tires and brakes as required per DOT and returned the Trailer to Lessor with tires and brakes of like or equal quality to those at Delivery and in good operating condition.

(vii) If upon the return of a Trailer or refrigerated Trailer any hub-odometer or refrigerated van clock(s) have been removed or have failed to function, and was not repaired or replaced subsequent to Paragraph 8(c) above, the mileage and/or refrigeration hourly usage applicable shall be the higher of the mileage or hourly usage as indicated by Lessor as record for Customer from prior transaction or eighty (80) miles per day for mileage and ten (10) hours per day for refrigeration hourly usage.

(viii) If upon the return of a refrigerated Trailer, the amount of diesel fuel remaining in the fuel tank is less than upon Delivery, Customer shall be charged an amount calculated by multiplying the difference by the price per gallon for diesel fuel as specified on the Delivery Form (and if not specified, at the then current price).

(ix) Lessor shall have the right, in its sole discretion to increase the Return Charges.

(e) In the event that a Trailer is returned to Lessor in a condition or appearance other than as set forth in Paragraph 8(c) above, the terms and conditions of this Agreement, together with the related Delivery Form, shall continue with respect to such Trailer, *provided, however, that* the Rental Rate for such Trailer shall be multiplied by five as a penalty hereunder, and shall not terminate until the Trailer has been properly repaired and restored to such condition. Lessor shall have the right, but not the obligation, to repair or restore (or cause to have repaired or restore) such Trailer; in any event, Customer shall bear all the burden for all costs, expenses and fees associated thereto and, to the extent incurred by Lessor, Lessor may include all such amounts on the following Invoice and Customer shall reimburse Lessor for all costs, fees and expenses (including administrative costs and attorneys' fees and expenses, if any).

9. INSURANCE. Customer shall comply with the following Paragraph 9 at all times and hereby covenants that a Trailer shall not operate on the road without evidence of the below at its Principal Office.

(a) Customer shall, at Customer's sole cost and expense, maintain the following insurance coverage with insurance companies acceptable to and approved by Lessor (collectively, the "**Insurance Policies**"):

(i) Except as otherwise permitted by Lessor in writing for Customer to self-insure against physical damage or unless Customer is a paying participant in Lessor's Loss Damage Waiver Program, (as evidenced by a Loss Damage Waiver Addendum, executed by each of Customer and Lessor in accordance with Paragraph 11 below), Physical Damage insurance in an amount equal to the replacement value, as determined solely by Lessor, of all the Trailers, carrying a maximum deductible of no more than \$1,500.00, and shall indicate Lessor as "loss payee".

(ii) Commercial General Liability insurance, including Contractual Liability, against claims for bodily injury or death, and property damage, in an amount not less than \$1,000,000.00 per occurrence, and shall indicate Lessor as "additional insured".

(iii) Automobile Liability Insurance against claims for bodily injury or death, and property damage, in an amount not less than \$1,000,000.00 per occurrence, shall indicate Lessor as "additional insured". In the event that any applicable statute or regulation requires minimum insurance coverage limits for Automobile Liability Insurance that are higher than set forth in this Section, this Agreement will be deemed automatically amended to require those higher and/or additional amounts.

(b) Each of the Insurance Policies shall comply with the following:

(i) Each Insurance Policy shall be the primary insurance, up to and including the stated policy limits, and all not excess insurance over any other coverage.

(ii) Each Insurance Policy shall indicate Lessor's interests as insured regardless of any breach or violation of any warranties, declarations or conditions contained in each Insurance Policy.

- (iii) To the extent any Insurance Policy shall be cancelled, not renewed, substituted or otherwise materially modified, such modification will not be effective until thirty (30) days after written notice to Lessor thereof.
- (iv) Each Insurance Policy shall contain no exclusion for punitive damages and the certificate of insurance shall reflect that no exclusion exists.
- (c) Customer shall provide Lessor with certificates of insurance evidencing each Insurance Policy contains the requirements set forth above.
- 10. LOSS.** In the event that any Trailer is lost, stolen, damaged, or involved in a collision, or the location of a Trailer is for any other reason unknown (any such event, "Loss"), Customer shall immediately:
- (a) Notify the police or other authority with jurisdiction over the matter, providing all pertinent details and documentation related to such Loss and obtain a written report from the police or other such authority.
- (b) After the Customer's discovery thereof (but in no event later than 24 hours), notify Lessor, in writing, describing the time, place, and nature of the incident, the extent and detail of any damage, the names and addresses of all parties involved, include a copy of any police report or other such report, and provide any such other information as may be known.
- (c) Submit a claim regarding the matter to their insurance company for full value of the Trailer and direct its insurance company to forward the insurance proceeds to be paid to Lessor as additional insured under its policy.
- (d) Customer shall have an ongoing obligation to update and notify Lessor of any notices or documents received by Customer in connection with any claim, under this Paragraph 10 relating to the Trailers. To the extent that Customer's insurance company denies coverage for any such Loss, Customer shall promptly, but in no event later than thirty (30) calendar days, execute a bill of sale as buyer thereunder pursuant to which Customer shall purchase, in immediately available funds, from Lessor, with all warranties disclaimed, "as-is/where-is", such Trailer(s) for a purchase price which is 115% of the market value for such Trailer(s)' year, make, model in comparable condition as set forth in the respective Delivery Form for such Trailer(s). To the extent that Customer does not comply with the foregoing, such Trailer(s) shall, on subsequent Invoices, continue to accrue Rental Rate for such Trailer however multiplied by five, until Lessor is compensated for purchase price set forth above.
- 11. LOSS DAMAGE WAIVER PROGRAM.** Customer's election to participate in Lessor's Loss Damage Waiver Program for the Trailers being rented hereunder, shall be evidenced by a Loss Damage Waiver Addendum, executed by each of Customer and Lessor, in form and substance satisfactory to Lessor, the terms and conditions of which shall be incorporated hereto.
- 12. LIENS; CITATIONS.** Customer shall keep the Trailers free from all liens, charges, claims, encumbrances, attachments, rights of others and legal processes, including but not limited to Mechanics' Liens, Warehouseman Liens, or any other possessory right which a third-party may claim pursuant to non-payment by Customer (collectively, "Liens") of Customer's creditors or any other person or entity. Customer will defend at its own expense, the title to the Trailers from any such Liens. Customer will notify Lessor within 24 hours of Customer's receipt of any Lien affecting any Trailer. In addition, Customer shall be solely responsible for all traffic violations and other citations issued in connection with the use and operation of the Trailers, including without limitation citations, fees, penalties and invoices in connection with electronic toll-lanes, highway weigh-stations, and parking tickets (collectively, "Citations"). Lessor shall have the right, but not the obligation, to process and pay any such Liens and Citations affecting the Trailers on behalf of Customer; it being understood that to the extent Lessor processes and pays any such Liens or Citations on behalf of Customer, Lessor shall include all such amounts on the following Invoice (including administrative costs and attorneys' fees and expenses) which are incurred by Lessor in connection with such Liens or Citations and Customer shall be obligated to reimburse Lessor for the same.
- 13. TAXES AND LICENSES.**
- (a) Lessor shall register and license the Trailers and shall pay the registration and licensing fees for the Trailers in any state acceptable to Lessor; *provided, however, that if the registration or licensing fees increase above those in effect on the Effective Date, the Rental Rate for each Trailer shall automatically increase on the following Invoice by one-twelfth (1/12th) of the then current Rental Rate.*
- (b) Customer shall be responsible for any and all additional licenses, permits, inspections and certificates as may be required by any federal, state, municipal or local law or otherwise for Customer's lawful use and operation of the Trailers; *provided, however, that all certificates of registration for the Trailers shall be applied-for, and issued, in the name of Lessor or Lessor's designee.*
- (c) Customer shall promptly pay when due, all taxes, fines and governmental charges, however designated, which are or may be imposed upon the leasing, use, operation or possession of the Trailers together with all related interest and penalty charges, but excluding any taxes assessed against the net income of Lessor. At Lessor's request, Customer shall provide Lessor with evidence of payment of the taxes, fines and charges within five (5) calendar days of the date of any such request. Lessor shall have the right, but not the obligation, to pay any such taxes, fines and governmental charges on behalf of Customer; *it being understood that to the extent Lessor pays any such taxes, fines and governmental charges on behalf of Customer, Lessor shall include all such amounts on the following Invoice (including administrative costs and attorneys' fees and expenses) which are incurred by Lessor in connection therewith and Customer shall be obligated to reimburse Lessor for the same.*
- 14. HOLD HARMLESS; LIMITATION OF LIABILITY.**
- (a) Customer shall bear the entire risk of any partial or total loss or damage to, theft, or destruction of, any Trailer resulting from any cause whatsoever which may occur prior to Customer's return of such Trailer in accordance with Paragraph 8 above.
- (b) Customer shall defend, indemnify and hold harmless Lessor from and against any and all (i) loss or damage Customer may sustain as a result of any damage to or loss of a Trailer due to collision, fire, lightning, theft, explosion, flood, windstorm or any act of God, or any loss, property damage or bodily injury sustained by any person arising, in whole or in part, from the use or condition of the Trailer during the Rental Term or otherwise remaining under the terms hereunder, or the failure of Customer to maintain a Trailer under this Agreement; (ii) liens or liability arising from work performed or for material supplied in connection with Customer's operation or maintenance of a Trailer and from any loss of or damage thereto and from any loss penalties and other costs, fees or expenses (including attorneys' fees) and other disbursements, resulting from, but not limited to, the storage, maintenance, use, repair, loading, unloading, or operation of the Trailer and from Customer's failure to comply with or perform any provisions of this Agreement; (iii) fines, forfeitures, seizures, penalties and liabilities that may arise from any infringement or violation of Paragraphs 7(e), 7(f), and 7(g) above by Customer or any of its employees or affiliates; and (iv) third-party losses, claims, demands, damages, actions, suits, liabilities, costs, fines, expenses, and fees (including reasonable attorneys' fees), arising out of or in any way connected with (A) the exercise of Lessor's rights under Paragraph 18 below, (B) the condition, use, operation, storage, or possession by Customer of any Trailer, (C) any damage to any cargo or any product left, stored, loaded or transported in or upon a Trailer, and in either event, including Lessor's own negligence related thereto.
- (c) Lessor shall not be liable for incidental, special, indirect, consequential, or exemplary damages of any kind, including without limitation, lost profits and business interruption damages. Lessor shall not be liable for environmental damages, or damage to any cargo, or any product left, stored, loaded or transported in or upon a Trailer.
- (d) All of Customer's indemnification obligations hereunder shall survive the termination of this Agreement.
- 15. DEFAULT.** The occurrence of one or more of the following, with the passage of any applicable grace or cure period, shall constitute a default hereunder ("Default"):

- (a) Customer fails to pay when due any Invoiced Amount, including but not limited to Rent or any other payment under this Agreement, and such failure remains present for more than ten (10) calendar days.
- (b) Customer fails to perform any other term or condition of this Agreement, including but not limited to the terms and conditions set forth on each Delivery Form, and such failure remains present more than ten (10) calendar days after Lessor has requested performance, correction or remediation by Customer, except, if such default arises due to non-compliance with Paragraph 9 of this Agreement, in which case, Default shall become effective immediately.
- (c) Customer fails to return a Trailer at the expiration of its respective Rental Term and/or in the return condition in accordance with this Agreement.
- (d) Pursuant to any updates by Customer in accordance with Paragraph 7(h), Customer is no longer creditworthy, in Lessor's sole discretion.
- (e) Customer (or any guarantor of Customer) (i) becomes insolvent; (ii) commits an act of bankruptcy; (iii) becomes subject to any involuntary bankruptcy proceedings; (iv) appoints or submits to the appointment of a receiver for all or any of its assets; (v) admits in writing its inability to pay its debt as it becomes due; or (vi) enters into any type of voluntary or involuntary liquidation.
- (f) Customer, or any guarantor of Customer, or either of its respective owners, officers or directors, is charged of any criminal activity.

16. REMEDIES UPON DEFAULT.

- (a) In the event of a Default due to non-compliance with Paragraph 9(a)(i) of this Agreement, with prior written notice (electronic or otherwise), in its absolute sole discretion, Lessor may enroll Customer in Lessor's Loss Damage Waiver Program (absent a Loss Damage Waiver Addendum executed by the Customer) for which Customer shall be charged at the then prevailing rates for participating in Lessor's Loss Damage Waiver Program.
- (b) In the event of a Default, Lessor shall have the right, in its sole discretion, and without further demand or notice to Customer, do any one or more of the following:
 - (i) Require the immediate return of all of the outstanding Trailers, all in accordance the terms of Paragraph 8 above, and further, increase the Rental Rate for any Trailer which is not returned hereunder, by fifty percent (50%) of the current Rental Rate effective as of the first day of the following month.
 - (ii) Take immediate possession of the Trailers in accordance with the terms of Paragraph 18.
 - (iii) Pay all amounts, or perform or cause to be performed all obligations required to be performed by Customer regarding the return of any Trailer in accordance with this Agreement; it being understood that to the extent Lessor engages in such self-help, Lessor shall include all such amounts on the final invoice (which shall include any and all costs, fees and expenses, including, but not limited to, attorneys' fees) which are incurred by Lessor in connection therewith and Customer shall be obligated hereunder for the same.
 - (iv) Accelerate and declare the entire balance of Rent for the remainder of each Rental Term as set forth on the Delivery Form and recover all such amounts as liquidated and expectation damages, the reasonableness of such damages being hereby acknowledged as reasonable by both Customer and Lessor.
 - (v) Terminate any and all obligations of Lessor under this Agreement.
 - (vi) File suit against Customer and/or Customer's guarantor for past due Invoiced Amounts and other damages.
 - (vii) Require Customer to pay Lessor's attorneys' fees which are incurred in connection with Customer's material default, whether or not a proceeding is actually filed against Customer.
- (c) No termination, repossession or other act by Lessor upon the event of a Default shall relieve Customer and/or Customer's guarantor of any obligations under this Agreement. In addition, Customer and/or Customer's guarantor shall pay to Lessor upon demand, all fees, costs and expenses incurred by Lessor in enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees. The remedies provided in favor of Lessor shall not be exclusive, but shall be cumulative and in addition to all other remedies provided in this Agreement, or existing at law or in equity.

17. DISCLAIMER OF WARRANTIES. Customer hereby agrees that it has selected each of the Trailers based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR HEREBY DISCLAIMS, AND CUSTOMER HEREBY RELEASES LESSOR, FROM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION (a) THE DESIGN, CONDITION, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE TRAILERS, (b) THE FITNESS OF THE TRAILERS FOR ANY PARTICULAR USE OR PURPOSE OF CUSTOMER, (c) THE QUALITY, CONDITION OR CAPACITY OF THE TRAILERS, AND (d) THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE TRAILERS. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT ALL SUCH RISKS ARE TO BE BORNE BY CUSTOMER. Customer shall look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any of the Trailers for any reason be defective.

18. REPOSSESSION.

- (a) If Customer fails or refuses to promptly return any Trailer (i) in accordance with the terms of this Agreement, (ii) after Lessor's demand for such return in accordance with the terms of this Agreement, or (iii) upon the occurrence and continuation of a Default, then Lessor shall have the right to enter upon any premises where the Trailer(s) may be located and take immediate possession of and remove such Trailer(s), and shall be deemed Customer's agent for such purposes.
- (b) If Lessor repossesses a Trailer and other Customer or third-party property is contained in, upon or attached to the Trailer, Lessor may take possession of such property and hold it in Lessor's possession or in public storage for the account and any costs, fees or expenses associated with such possession or public storage shall be borne solely by Customer. For clarity, Customer shall remain solely liable for any damage to such property.
- (c) If Lessor elects to repossess any Trailer(s) and/or hold the same for Customer (either in Lessor's possession or in public storage at the expense of Customer) Customer does hereby irrevocably appoint Lessor as its agent and does irrevocably grant Lessor power for repossession, including entry upon Customer's property of another.
- (d) Repossession of a Trailer hereunder shall not constitute a termination of Customer's obligations with respect to such Trailer under this Agreement and shall not be deemed returned in accordance with this Agreement. Notwithstanding, Lessor shall further have the right to lease, sell or otherwise dispose of such Trailer upon such terms and conditions, as Lessor shall deem reasonable.
- (e) Customer further hereby consents to the entry of an order, including an order of injunction or an order of replevin, without notice, from a court of competent jurisdiction, requiring the return of its Trailer(s) if Customer fails or refuses to promptly return a Trailer to Lessor after Lessor has made a proper demand therefore, or if a Default has occurred and is continuing, as set forth herein.
- (f) Customer shall be responsible for all costs, fees and expenses incurred in the actual act of repossession, including attorney's fees and disbursements.

19. ASSIGNMENT. Lessor may assign any or all of its rights, obligations, and interest under this Agreement. If Customer receives written notice of an assignment from Lessor, Customer shall pay all Rent and other amounts due under this Agreement to such specified assignee, or as otherwise instructed in writing by Lessor. Customer shall not assign, transfer, or encumber, any of its rights or obligations under this Agreement, or sublease any trailer, without the prior written consent of Lessor. No assignment or sublease, whether authorized pursuant to this paragraph, or in violation of this paragraph, shall relieve Customer of Customer's obligations, and Customer shall remain liable to Lessor under the terms of this Agreement. Any unauthorized assignment, transfer, encumbrance, delegation, or sublease by Customer shall be void *ab initio*.

20. MISCELLANEOUS. The Application, this Agreement, any Delivery Form executed in connection with this Agreement during the Agreement Term, together with any amendments thereto, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings of the Parties, written or oral. With the

exception of the Delivery Forms which may be entered into in accordance with Paragraph 3, this Agreement may not be amended or altered in any manner unless in writing signed by authorized representatives of each of Lessor and Customer. Any failure by Lessor to insist at any time upon the strict performance of the terms, covenants, or conditions of this Agreement, or any failure by Lessor to exercise any right or remedy described in this Agreement, or the waiver by Lessor of any breach of any of the terms, covenants, and conditions of this Agreement shall not be construed thereafter as waiving any such terms, covenants, conditions, rights, or remedies. This Agreement and any Delivery Form may be executed in any number of counterparts and by the Parties hereto or thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by electronic signature and such electronic signature shall be deemed an original. The Parties may convert this Agreement and/or any Delivery Form into an electronic record and in the event of any dispute involving this Agreement and/or any Delivery Form, a copy of such electronic record may serve as the original. The Parties consent to conducting business via electronic transactions and recognize the validity, enforceability and admissibility of any electronic record or any electronic signature created in connection with this Agreement and/or any Delivery Form. An electronic record of this Agreement and any electronic signature(s) made in connection with this Agreement shall be deemed to have been signed by hand by the Parties.

21. CHOICE OF LAW. This Agreement, and the Parties' rights and obligations under this Agreement, shall be governed by the laws of the State of Missouri. Customer hereby submits to jurisdiction and venue in the Circuit Court of St. Charles County, Missouri. Customer hereby waives any and all rights to a trial by jury on any claim arising in connection with this Agreement.

22. NOTICES. Unless otherwise specifically permitted by the terms of this Agreement, any notice, request or demand given under this Agreement, whether or not required, shall be valid only if made in writing. Such notice shall be made only via overnight courier (such as UPS) or certified U.S. mail, return receipt requested, and will be deemed effective upon dispatch to the following addresses:

for notices to Lessor:

Milestone Trailer Leasing, LLC
1520 S. 5th Street, Ste 270
St. Charles, MO 63303
Attn: Legal Department with an email
copy to legal@milecorp.com

For notices to Customer:

Company Name: Ecore International
Street Address: 70 ACQUITT
City: York State: PA Zip: 17402
Attention: Jeremy Hinze

I HEREBY CERTIFY THAT I AM AN OFFICER OF CUSTOMER
AUTHORIZED TO EXECUTE THIS AGREEMENT WHICH UPON MY
EXECUTION IS A VALID AND BINDING OBLIGATION OF CUSTOMER.

CUSTOMER

Signature: Jeremy Hinze

Customer Name: Ecore International

Title: Transportation Manager

Date: 03/08/2024

EXHIBIT A

Equipment Lease and Rental Delivery Form Agreement #



This Equipment Lease and Rental Delivery Form is executed in connection with the trailer lease or rental agreement ("Agreement") between the lessee/customer named below ("Lessee") and Milestone Trailer Leasing LLC or its affiliate that governs the lease or rental of the trailer identified below (the "Trailer"). In the event there is not a separate, executed Agreement in place with Lessee, then the current version of Milestone's standard terms and conditions for the lease and/or rental of trailers (which can be viewed on Milestone's website at www.milecorp.com on the credit application webpage) shall govern the lease/rental of the Trailer.

Lessee Name & Address:

Return Location:

Rates:

Phone:

Contact:

PO#:

Billing Cycle:

Terms:

Service Level:

Min. Term:

Equipment:

Model

Fleet Eq. #

Year

VIN #

Plate #

Trailer Type

Monthly

XX.XX

TREAD

XX.XX per 32nds

MILEAGE

XX.XX per Miles

BRAKE

XX.XX per 8ths

B" Broken

"C" Cut

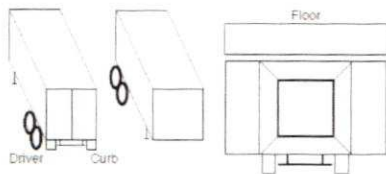
"H" Hole

"D" Dent

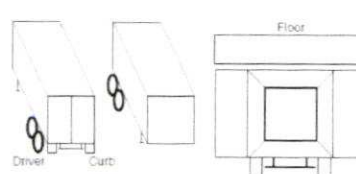
"M" Missing

"S" Scrape

Outbound Inspection:



Inbound Inspection:



Notes:

Notes:

Position	TD	Brand	Position	TD	Brand
LFO			RFO		
LFI			RFI		
LRO			RRO		
LRI			RRI		

Hub Reading _____ FMCSA Date _____ / _____ / _____

Hub Oil: _____ Flaps: _____ Reg. Cert: _____

Front Brakes: L Reefer _____ R _____ Rear Brakes: L _____ R _____

Hours: _____ Fuel: _____

Date Out (mm/dd/yy) _____ / _____ / _____

(Full Name Signature)

(Print Full Name)

Lessee or its agent acknowledges the receipt of the trailer listed above in good repair and working condition subject to any exceptions listed above.

Milestone Trailer Leasing Inspector _____

Position	TD	Brand	Position	TD	Brand
LFO			RFO		
LFI			RFI		
LRO			RRO		
LRI			RRI		

Hub Reading _____ FMCSA Date _____ / _____ / _____

Hub Oil: _____ Flaps: _____ Reg. Cert: _____

Front Brakes: L _____ R _____ Rear Brakes: L _____ R _____

Reefer Hours: _____ Fuel: _____

Date In (mm/dd/yy) _____ / _____ / _____

(Full Name Signature)

(Print Full Name)

Lessee or its agent acknowledges the receipt of the trailer listed above in good repair and working condition subject to any exceptions listed above.

Milestone Trailer Leasing Inspector _____

EXHIBIT A OUTBOUND FORM

Section 4(b)

Ecore International Inc

715 Fountain Ave

Lancaster PA 17601

Ecore Transport CO LLC is 100% owned by Ecore International Inc

Joshua L. Jenson

Dob. [REDACTED]

Chief Financial Officer

Section 9(a) We currently just applied for a scrap tire permit for the state of pa. This is a new LLC underneath the Ecore International Inc parent company. We do have a Scrap tire hauling permit for PA under Ecore International Inc. Ecore Transport LLC is currently not moving any scrap tires. I am including a copy of the parent company's permit for Pa. The parent company has permit's in the following states other than Pa. Michigan, Virginia, and Illinois.

9(b) North Carolina Scrap tire hauling permit just received.

Permit # NCT03854

Section 10 Corrected

PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE TIRE TRANSPORTER AUTHORIZATION

WTT2476

AUTHORIZATION NO.

09/30/2025

EXPIRATION DATE

13

NUMBER OF TIRE

NOT VALID UNLESS VALIDATED

VALID DATED
09/13/2024

NAME & ADDRESS

ECORE INTERNATIONAL

715 FOUNTAIN AVE
LANCASTER PA 17601-4547

BUSINESS PHONE NO.

717-699-7848

SEE REVERSE FOR ADDITIONAL CONDITIONS



pennsylvania

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

WASTE TIRE TRANSPORTER AUTHORIZATION

WTT2476

09/30/2025

13

AUTHORIZATION NO.

EXPIRATION DATE

NEW OR RENEWED

VOID UNLESS VALIDATED

VALIDATED
09/13/2024

NAME & ADDRESS

ECORE INTERNATIONAL

715 FOUNTAIN AVE

LANCASTER PA 17601-4547

BUSINESS PHONE NO.

717-699-7848

SEE REVERSE FOR ADDITIONAL CONDITIONS



pennsylvania

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Department of Environmental Quality
Division of Waste Management
Solid Waste Section



Scrap Tire Hauling Identification Certificate

Hauler ID#: NCT03854

Date Issued: 5/22/2025
Business Name: ECORE TRANSPORT CO. LLC
Owner: ECORE TRANSPORT CO. LLC
Contact: JIMMY DEAN WATKINS
Mailing Address: 76 ACCO DRIVE
YORK, PA 17313

THIS CERTIFICATION PROVIDES AUTHORIZATION TO OPERATE IN THE FOLLOWING NC COUNTY(S):

Statewide

Ecore Transport Co. LLC to haul all scrap tires received (w/in NC) to other states specifically, PA and NY.

This identification certificate references the Scrap Tire Hauler Registration Application submitted to the Division of Waste Management – Solid Waste Section by the scrap tire hauler.

Hauling and disposal of scrap tires in violation of this certificate, the Scrap Tire Management Rules (15A N.C.A.C. 13B .1100), or the Scrap Tire Disposal Act (N.C.G.S. Chapter 130A – Article 9, Part 2B) is subject to civil or criminal penalties (N.C.G.S. 130A-22; N.C.G.S. 130A-309.62; N.C.G.S. 14-399).

This certificate must be presented to the tire retailer or other person(s) when scrap tires are acquired by the hauler. The scrap tire hauler must also present this certificate to the operator of the scrap tire collection or disposal site. A scrap tire hauling identification certificate is required to be renewed. It is valid for five years from the date of issuance and must be updated if the hauler contact information has changed.



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES
COMPLIANCE AND PERMITTING SECTION

89 KINGS HIGHWAY
DOVER, DELAWARE 19901

TELEPHONE: (302) 739-9403
FAX: (302) 739-5060

SOLID WASTE TRANSPORTER PERMIT APPLICATION

Instructions: You must complete this application in its entirety and attach all applicable documentation. (Note: For applicants renewing an existing permit, this application requires the submission of updated information and documentation. References to material submitted under previous applications are no longer accepted.)

The application must be signed by the company owner or a corporate officer. A check or money order payable to the "State of Delaware" must accompany this application and be sent to:

Delaware Department of Natural Resources and Environmental Control
Compliance and Permitting Section
89 Kings Highway
Dover, DE 19901

1. Type of Permit

- ☒ New – **SCRAP TIRES ONLY** Submit a check or money order, payable to the "State of Delaware," in the amount of \$75.00.
- ☐ New – **ALL OTHERS** Submit a check or money order, payable to the "State of Delaware" in the amount of \$350.00.
- ☐ Renewal: Permit # DE-SW- _____ Expiration Date _____

Please indicate the term for which you desire your permit to be issued. Submit a check or money order, payable to the "State of Delaware," for the indicated permit fee.

SCRAP TIRES ONLY

- ☐ One Year - \$75.00
- ☐ Two Years - \$125.00
- ☐ Three Years - \$175.00
- ☐ Four Years - \$225.00
- ☒ Five Years - \$275.00

ALL OTHERS

- ☐ One Year - \$350.00
- ☐ Two Years - \$650.00
- ☐ Three Years - \$950.00
- ☐ Four Years - \$1250.00
- ☐ Five Years - \$1550.00

2. Release to Public

Do you wish to be included on the list of transporters that is provided to persons requesting a list of Delaware permitted solid waste transporters? ☒ Yes ☐ No

3. Company Information


Company Name Ecore Transport CO LLC

Location Address:	Mailing Address:
76 Acco drive York PA 17402	76 Acco Drive York PA 17402

Contact: Jimmy Watkins Title: Transportation Manager

Business Phone: 717-699-7848 Fax: _____

E-mail: jdwatkins@ecoreintl.com

24 hr Emergency Contact Phone  _____

4. Company Ownership Information

(a). Please indicate the company type:

- ☐ Proprietorship
☐ Partnership
☐ Corporation - If company is a corporation, indicate city, state, and date of incorporation.

City: _____ State: _____ Date: _____
☐ Municipality
☐ Public institution
☒ Limited Liability Corporation (LLC) State: DE
☐ Other: (must specify) _____

(b). For each Owner, Partner, or Corporate Officer, attach a list with name, title, mailing address, date of birth, and % ownership. Include all stockholders owning greater than 5% outstanding shares.

☐ Attachment _____ Owned 100% by Ecore International, Inc.

(c). If company is owned by or affiliated with a parent company, attach parent company name, address & mailing address, and % ownership.

☒ Attachment _____ Owned 100% by Ecore International, Inc
☐ No parent company 715 Fountain Avenue
Lancaster, PA 17601

5. Company locations in Delaware

List name and street address of each company location, including freight terminals, within the State of Delaware.

- ☐ Attachment _____
☒ No Delaware locations

6. Company Affiliates

List name, location and mailing addresses, nature of business relationship of all company Affiliates, which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners, corporate officers, or parent company.)

- ☒ Attachment _____
☐ No affiliates

7. Type of Waste to be Transported

(a). Check all that apply. Refer to Delaware's *Regulations Governing Solid Waste* for definitions of waste categories.

- ☐ Residential waste
☐ Commercial waste (from **non-manufacturing, non-processing** businesses and offices)
☐ Industrial waste (from a manufacturing or industrial process)
☐ Dry waste: ☐ construction/demolition debris
☐ trees/stumps
☐ other (must specify) _____
☐ Ash: ☐ municipal incinerator
☐ coal ash
☐ other (must specify) _____
☐ Infectious waste
☐ Non-hazardous petroleum-hydrocarbon contaminated soils
☐ Asbestos-containing waste
☒ Scrap Tires

(b). Does your company collect and transport residential (household) waste from single family homes, condominiums and apartment complexes in Delaware? ☐ Yes ☒ No

(c). If you answered "YES" to question 7.b., above, does your company provide recycling services to those customers? ☐ Yes ☐ No ☒ N/A

(d). If you offer recycling services, does your company collect and transport the recyclables separately from the waste generated by your customers? ☐ Yes ☒ No

(e). If you offer recycling services, are the recyclables ultimately taken to an incinerator (waste-to-energy) or landfill? ☐ Yes ☒ No

8. Treatment, Storage, and Disposal Facilities

- (a). Do you cross state lines with the waste? ☒ Yes ☐ No
- (b). Identify in an attachment ***all*** solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.
- ☐ Delaware Solid Waste Authority locations: (attachment) _____
 - ☐ Clean Earth of New Castle, Inc. (thermal treatment facility for PHC-soils)
 - ☐ Delaware Recyclable Products, Inc. (dry waste, commercial, industrial, and PHC-soils)
 - ☐ Other in-state solid waste facilities, including private facilities: (attachment) _____
 - ☒ Out of state solid waste TSD facilities: (attachment) _____

9. Other Transporter Permits

- (a). Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)
- ☒ Attachment _____
- ☐ Not applicable-No transporter permit required for these solid waste types in our home state.

- (b). List solid waste transporter permits held in other states.

☒ Attachment _____

☐ No transporter permits in other states

- (c). Indicate your Federal DOT number and Motor Carrier number:

DOT# 4405225 MC# 1729794

- ☐ N/A If N/A, please provide an explanation, on the following page, as to why you are not required to have a DOT or MC number.

10. Proof of Financial Responsibility

The transporter must submit proof of financial responsibility as established in section 7.2.4 of Delaware's *Regulations Governing Solid Waste*. This proof may be established by a Certificate of Insurance, with MCS-90 endorsement where applicable, or by other means approved by the Department. (The Certificate of Insurance must identify the **Department of Natural Resources and Environmental Control, Compliance and Permitting Section** as the certificate holder.)

- (a). Are you for-hire in interstate commerce? ☐ Yes ☒ No (For-Hire means you are in the business of transporting, for compensation or payment, wastes generated by a company other than your own.)
- (b). Do you transport in the State of Delaware Only (Intrastate)? ☐ Yes ☒ No
- (c). Do you transport Interstate? ☒ Yes ☐ No

- (d). Certificate of Insurance must be attached and include minimum automobile liability coverage as follows:

	FOR-HIRE INTERSTATE	ALL OTHERS
Residential Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Commercial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Industrial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Dry Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Ash	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Infectious Waste	\$1,000,000.00 + MCS-90 <input type="checkbox"/>	\$750,000.00 + MCS-90 <input type="checkbox"/>
Non-Hazardous Petroleum	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Contaminated Soils	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Asbestos	\$1,000,000.00 + MCS-90 <input type="checkbox"/> (For Hire & Private)	\$350,000.00 <input type="checkbox"/>
Scrap Tires Only	\$350,000.00 <input checked="" type="checkbox"/>	\$350,000.00 <input type="checkbox"/>

11. Spill Control and Safety

List all spill control and safety equipment which will be carried on each vehicle. (**Note:** Separate lists by type of vehicle and type of waste may be required.) Attach a copy of the Spill Control Plan. The Spill Control Plan **must** contain the following elements: (1) List of safety and spill control equipment carried in the vehicle, (2) Driver preventive measures, (3) Driver immediate corrective actions, (4) Company internal communications, (5) Company external communications including the **Delaware Emergency Reporting Numbers: 1-800-662-8802 and 302-739-9401**, and (6) Cleanup and decontamination measures.

✓ Spill Control Plan: Attachment _____

12. Driver Training

IN SUMMARY OR OUTLINE FORM, describe the procedures that your company takes to ensure that all company drivers are safe and competent drivers. Small owner-operators may describe their years of experience and driving record in lieu of a formal program.

- Include requirements for special licenses (e.g. CDL, including any special endorsements), any special training received, including dates training was received (e.g. asbestos training), and any ongoing company programs. (e.g. weekly safety meetings or annual refresher courses);
- Include your company procedure for periodic checks of the driver's records for moving violations, and your company policy on progressive counseling/discipline based on points;
- Describe how drivers are instructed in the following:
 - Knowledge of proper handling procedures for the type of solid waste being transported.
 - Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
 - Familiarity with the conditions of the solid waste transporter's permit.

✓ Driver Training, attachment _____

13. Vehicle Identification

On the form provided with this application, list **MAKE, MODEL, YEAR, SERIAL NUMBER, LICENSE PLATE NUMBER, STATE OF REGISTRATION, MANUFACTURER'S GVWR and OWNERSHIP** of all vehicles used for the transportation of solid waste. You must list both motorized and container units. (If you maintain a list of company vehicles in a computer database you may submit a print out of the vehicles provided it contains the information requested herein.)

NOTE: You must notify CAPS in writing of any changes to information contained within this application, such as additions or deletions of vehicles, in accordance with conditions of the issued permit.

☒ Vehicle List Attached

14. Vehicle Operator Information

Is a list of all vehicle operators attached? ☒ Yes

What tax form do you submit to the IRS for your vehicle operators?

- ☒ Form W-2
☐ Form 1099-Misc
☐ Other

15. Environmental Record

List all criminal citations, arrests, convictions, civil or administrative violations, and civil or administrative enforcement actions, and the disposition(s) thereof for the violation or alleged violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred. Indicate whether it was a local, state, or federal violation or alleged violation. List all such items for the applicant, and if the applicant is other than an individual, for any employee while employed by the applicant, or any partner, officer, or director of the applicant as an individual or for any former business of such partner, officer, or director. For civil or administrative violations or alleged violations, list all such items for the last five (5) years from the date of the application. Information submitted under this section is subject to verification. **Failure to submit complete and accurate information may lead to permit denial or revocation.**

- ☐ Attachment _____
☒ No violations within the specified time period

16. Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, upon personal knowledge and information, the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

**Signature  Date 06.05.2025
Print Name Joshua L. Jensen Title CFO

****A legal owner or corporate officer must sign the application****

VEHICLE INFORMATION - See Item 13 of the application.

Use this form, or other format which provides the same information, to answer the VEHICLE IDENTIFICATION requirement of the application. List all vehicles, both motorized and container (if a license plate is required on the container) to be used to haul solid waste in the state of Delaware. In addition, list the vehicle owner, owner's address, and domicile address if different from the company address provided in the application.

[illegible]

SPILL CONTROL PLAN FOR SOLID WASTE HAULERS

- (1) Spill control and safety equipment carried in each vehicle:
 - 1). Reflectors and/or flares
 - 2). Fire extinguisher
 - 3). First aid kit
 - 4). Heavy-duty gloves, hard hat
 - 5). Flashlight
 - 6).
- (2) All loads will be enclosed, covered, or tarped to prevent accidental discharge of the waste during transport to the disposal facility.
- (3) The driver will perform the following pre-trip inspections:
 - 1). DRIVERS USE SAMSARA ELD WHICH HAS 44 POINT TRACTOR PRE TRIP AND 20 POINT TRAILER
 - 2). PRETRIP INSPECTIONS
- (4) If there is an accident or other emergency which causes a portion of the load to be spilled, the driver, if uninjured, will contact the following designated company coordinator:
Name: MATT STETTER Phone: [REDACTED]
- (5) The designated coordinator will contact the state and municipal authorities where the accident occurred. If the accident or spill has the potential to cause environmental damage, (either due to the nature of the waste, location of the accident, or additional factors such as leaking oil, gasoline, or hydraulic fluid) the person contacted will notify the state emergency response team, by calling one of the following numbers:
Delaware: **911, (302) 739-9401 or 1-800-662-8802** (*Other numbers may be listed as follows, however, the listed Delaware numbers **must** be included in the spill control plan.*)
Maryland:
New Jersey:
- (6) The designated coordinator will contract for clean-up services with another company. (*This is optional, however, if another company is to be contracted, please append a list of cleanup companies by either region or state.*)
- (7) This plan will be carried in all vehicles, along with the permit.

Model Mfr	Description	Equip #	Serial #	License plate	State of registration	GVWR	OWNERSHIP	OWNER ADDRESS
2013 VANGUARD	53FT TRAILER	3423	5V8VC532XDM300714	U785102	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 VANGUARD	53FT TRAILER	3440	5V8VC532XDM300731	U785119	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 VANGUARD	53FT TRAILER	3445	5V8VC5329DM300736	U785124	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 VANGUARD	53FT TRAILER	3453	5V8VC5328DM300744	016474T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	7031	1GRAP0623DK227031	054756T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	23498	1JJV532D5CL736872	U706612	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	23679	1JJV532D6CL736752	U706869	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	23731	1JJV532D6CL736802	U706718	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	23734	1JJV532D1CL736805	U706721	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	23740	1JJV532D9CL736812	U706726	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2016 HYUNDAI	53FT TRAILER	200553	3H3V532C5GT473554	U623529	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2016 HYUNDAI	53FT TRAILER	200588	3H3V532C2GT473589	U623271	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2016 HYUNDAI	53FT TRAILER	200589	3H3V532C9GT473590	U623272	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 HYUNDAI	53FT TRAILER	200840	3H3V532C7HT028041	359098T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 HYUNDAI	53FT TRAILER	200894	3H3V532C8HT028095	359151T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 GREAT DANE	53FT TRAILER	215119	1GRAP0623CK215119	U827540	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	222217	1JJV532D8CL674299	U833275	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	222833	1JJV532D5CL679637	U939634	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	223106	1JJV532D8CL679910	U962658	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	223842	1JJV532D4CL683436	U939639	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 WABASH	53FT TRAILER	224506	1JJV532D0CL711564	U934875	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 WABASH	53FT TRAILER	225020	1JJV532D4DL712094	U962642	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 WABASH	53FT TRAILER	225550	1JJV532D6DL713182	U935161	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 GREAT DANE	53FT TRAILER	225956	1GRAA0621CK225956	185415T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247331	1JJV532D4CL556783	U721132	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247387	1JJV532D5CL556839	U721186	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247502	1JJV532D5CL556954	U721399	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247504	1JJV532D9CL556956	468426T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247619	1JJV532D7CL557071	U721415	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247651	1JJV532D5CL557103	U721447	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247658	1JJV532D2CL557110	468439T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247665	1JJV532D5CL557117	U721461	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247728	1JJV532D1CL557180	U721220	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247750	1JJV532D7CL557202	U721242	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247780	1JJV532D5CL557232	496568T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247868	1JJV532D2CL557320	U721056	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	247921	1JJV532D1CL557373	U721607	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	248040	1JJV532D9CL557492	U721722	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	248044	1JJV532D6CL557496	U721726	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	248297	1JJV532D9CL557749	U722467	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	248303	1JJV532D4CL557755	U722473	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	249592	1JJV532D2CL557916	U722614	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	249615	1JJV532D3CL557939	U722637	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	250868	1JJV532D4CL620577	111754T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	251389	1JJV532D8CL736431	U706787	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	251514	1JJV532D6CL736556	U706893	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	251533	1JJV532DXCL736575	U706694	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	251877	1GRAP0623DT573753	U722702	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252026	1GRAP0625DT573902	U722849	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252059	1GRAP0629DT573935	U722881	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252074	1GRAP0625DT573950	U722896	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252136	1GRAP062XDT574012	416408T	TENNESSEE	80000	Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339

2013 GREAT DANE	53FT TRAILER	252152	1GRAP0623DT574028	U723082	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252212	1GRAP062XDT574088	U722931	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252221	1GRAP0620DT574097	U722940	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252279	1GRAP062XDT574155	U722996	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252361	1GRAP0621DT574237	090254T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252400	1GRAP0620DT574276	478517T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252586	1GRAP0628DT574462	U705462	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252638	1GRAP0621DT574514	U706953	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252679	1GRAP0624DT574555	U707448	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252714	1GRAP0626DT574590	129506T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252822	1GRAP0624DT574698	U707964	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252912	1GRAP0625DT574788	U707874	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	252971	1GRAP0626DT574847	492696T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253009	1GRAP0623DT574885	U708154	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253041	1GRAP0621DT574917	U703517	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253089	1GRAP0621DT574965	468193T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253173	1GRAP0625DT575049	253567T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253190	1GRAP0625DT575066	U703866	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253239	1GRAP0623DT575115	U703705	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253349	1GRAP062XDT575225	U704015	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253407	1GRAP0626DT576548	U704223	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253444	1GRAP0621DT576585	224042T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253550	1GRAP0620DT576691	171668T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253619	1GRAP0624DT576760	549958T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253671	1GRAP0628DT576812	705593	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253697	1GRAP0624DT576838	U705919	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	253823	1GRAP0629DT576964	U705966	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 WABASH	53FT TRAILER	254120	1JJV532D3DL785831	U704417	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 WABASH	53FT TRAILER	254173	1JJV532D2DL785884	U704325	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 WABASH	53FT TRAILER	254248	1JJV532D7DL785959	U704492	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 WABASH	53FT TRAILER	254264	1JJV532D5DL785975	U704363	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 WABASH	53FT TRAILER	254282	1JJV532D7DL785993	U723451	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	273510	1JJV532D9CL592680	468440T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	273512	1JJV532D2CL592682	294270T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	273518	1JJV532D3CL592688	294276T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	273520	1JJV532D1CL592690	294278T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 GREAT DANE	53FT TRAILER	276250	1GRAP0625DJ638940	T250300	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2014 WABASH	53FT TRAILER	278480	1JJV532D1EL807665	U445351	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2014 WABASH	53FT TRAILER	278496	1JJV532DXEL807681	U445367	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2014 WABASH	53FT TRAILER	278503	1JJV532D2EL807688	U445374	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2014 WABASH	53FT TRAILER	278505	1JJV532D0EL807690	U445376	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2014 WABASH	53FT TRAILER	278507	1JJV532D4EL807692	U445378	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2014 HYUNDAI	53FT TRAILER	278854	3H3V532C2ET302046	464762T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 GREAT DANE	53FT TRAILER	565937	1GRAP0628CT565937	017159T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2007 WABASH	53FT TRAILER	971478	1JJV532WX7L092602	26881Q	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 GREAT DANE	53FT TRAILER	975571	1GRAP06288T542701	BV7931	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 GREAT DANE	53FT TRAILER	977811	1GRAA06248J625992	263229T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 HYUNDAI	53FT TRAILER	53P1082	3H3V532C6HT278015	466524T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 HYUNDAI	53FT TRAILER	53P1091	3H3V532C7HT278024	398144T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 HYUNDAI	53FT TRAILER	53P1126	3H3V532C4HT278059	468181T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 HYUNDAI	53FT TRAILER	53P1156	3H3V532C2HT278089	U932256	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 HYUNDAI	53FT TRAILER	53P1183	3H3V532C1HT278116	466523T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 HYUNDAI	53FT TRAILER	53P1264	3H3V532C5HT278197	347228T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339

2017 HYUNDAI	53FT TRAILER	53P1387	3H3V532C0HT278320	468535T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 WABASH	53FT TRAILER	53P1394	1JJV532D6HL004628	U933027	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 WABASH	53FT TRAILER	53P1568	1JJV532D7HL004802	U935216	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2017 HYUNDAI	53FT TRAILER	53S0088	3H3V532C6HT311028	U935488	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	U248107	1JJV532D4CL557559	U721788	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2012 WABASH	53FT TRAILER	U248146	1JJV532D3CL557598	U721821	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2013 VANGUARD	53FT TRAILER	U3494	5V8VC5320DM300785	054585T	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2005 GREAT DANE	53FT TRAILER	U615850	1GRAA06245J615850	4225JY	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2006 GREAT DANE	53FT TRAILER	U615858	1GRAA06296J615858	4233JY	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 WABASH	53FT TRAILER	U675426	1JJV532W98L205246	3924KI	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 WABASH	53FT TRAILER	U675929	1JJV532W28L205749	BT5989	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2009 WABASH	53FT TRAILER	U676348	1JJV532W89L206180	DK7578	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2009 GREAT DANE	53FT TRAILER	U680370	1GRAA06259D435490	CZ5422	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2009 GREAT DANE	53FT TRAILER	U680877	1GRAP062X9T552115	U400057	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2009 GREAT DANE	53FT TRAILER	U680902	1GRAP06299T552140	U400082	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2009 GREAT DANE	53FT TRAILER	U681503	1GRAA06249T551950	CZ5133	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2009 GREAT DANE	53FT TRAILER	U681538	1GRAA06219T551985	1930JW	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2009 GREAT DANE	53FT TRAILER	U681575	1GRAA062X9K209005	1967JW	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2007 WABASH	53FT TRAILER	U700318	1JJV532W87L025562	CY4037	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2007 WABASH	53FT TRAILER	U701467	1JJV532W47L056162	1160JY	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2007 WABASH	53FT TRAILER	U701499	1JJV532W67L056194	1192JY	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2007 WABASH	53FT TRAILER	U701520	1JJV532WX7L056215	DK7227	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2007 WABASH	53FT TRAILER	U702333	1JJV532W67L081029	9417JX	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2007 WABASH	53FT TRAILER	U703492	1JJV532W57L094290	9840JX	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 WABASH	53FT TRAILER	U85207	1JJV532WX8L205207	AY4487	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2006 HYUNDAI	53FT TRAILER	U876605	3H3V532C46T258021	4676JY	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2007 HYUNDAI	53FT TRAILER	U876798	3H3V532C97T006072	4867JY	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 GREAT DANE	53FT TRAILER	U968444	1GRAP06278T539935	5289JX	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 WABASH	53FT TRAILER	U970108	1JJV532W48L113784	DK7421	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 WABASH	53FT TRAILER	U970305	1JJV532W88L113979	CZ5293	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 HYUNDAI	53FT TRAILER	U971119	3H3V532C28T055065	DK7349	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. | Lewisberry, Pennsylvania 17339
2008 GREAT DANE	53FT TRAILER	U977961	1GRAA06248D430909	3824JX	TENNESSEE	80000 Milestone Equipment Leasing	655 Laura Ct. Lewisberry, Pennsylvania 17339

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ECORE INTERNATIONAL

Preparedness, Prevention, and Contingency (PPC) Plan

Ecore York



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0240449

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Preparedness, Prevention, and Contingency Plan
Ecore York

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TABLE OF CONTENTS

1.0	DESCRIPTION OF FACILITY.....	1
1.1	DESCRIPTION OF THE INDUSTRIAL OR COMMERCIAL ACTIVITY	1
1.2	DESCRIPTION OF EXISTING EMERGENCY RESPONSE PLANS.....	1
1.3	MATERIAL AND WASTE INVENTORY	2
1.4	POLLUTION INCIDENT HISTORY	3
1.5	IMPLEMENTATION SCHEDULE FOR PLAN ELEMENTS NOT CURRENTLY IN PLACE	3
2.0	DESCRIPTION OF HOW PLAN IS IMPLEMENTED BY ORGANIZATION	4
2.1	ORGANIZATIONAL STRUCTURE OF FACILITY FOR IMPLEMENTATION	4
2.2	LIST OF EMERGENCY COORDINATORS.....	4
2.3	DUTIES AND RESPONSIBILITIES OF THE COORDINATOR	4
2.4	CHAIN OF COMMAND	5
3.0	SPILL LEAK PREVENTION AND RESPONSE	6
3.1	PRE-RELEASE PLANNING	6
3.2	MATERIAL COMPATIBILITY	7
3.3	INSPECTION AND MONITORING PROGRAM.....	7
3.4	PREVENTIVE MAINTENANCE.....	8
3.5	HOUSEKEEPING PROGRAM.....	8
3.6	SECURITY	9
3.7	EXTERNAL FACTOR PLANNING	10
3.8	EMPLOYEE TRAINING PROGRAM	10
4.0	COUNTERMEASURES	11
4.1	COUNTERMEASURES TO BE UNDERTAKEN BY FACILITY	11
4.2	COUNTERMEASURES TO BE UNDERTAKEN BY CONTRACTORS.....	12
4.3	INTERNAL AND EXTERNAL COMMUNICATIONS AND ALARM SYSTEMS	12
4.4	EVACUATION PLAN FOR INSTALLATION PERSONNEL.....	14
4.5	EMERGENCY EQUIPMENT AVAILABLE FOR RESPONSE	14
5.0	EMERGENCY SPILL CONTROL NETWORK.....	16
5.1	ARRANGEMENTS WITH LOCAL EMERGENCY RESPONSE AGENCIES	16
5.2	NOTIFICATION LISTS	16
5.3	DOWNSTREAM NOTIFICATION REQUIREMENT FOR STORAGE TANKS	16
6.0	STORMWATER MANAGEMENT PRACTICES.....	17
6.1	STORMWATER MANAGEMENT PRACTICES	17
7.0	SEDIMENT AND EROSION PREVENTION.....	19
8.0	ADDITIONAL REQUIREMENTS FOR EPCRA, SECTION 313 FACILITIES.....	20
9.0	CERTIFICATION REQUIREMENTS FOR NON-STORMWATER DISCHARGES.....	21
10.0	SIGNATORY REQUIREMENTS.....	22
10.1	MANAGEMENT APPROVAL.....	22
10.2	PROFESSIONAL ENGINEER CERTIFICATION.....	23
11.0	REFERENCES.....	24

TABLES:

TABLE 1	CHEMICAL/MATERIAL STORAGE INVENTORY	25
TABLE 2	PLAN REVIEW AND REVISION LOG	26
TABLE 3	SPILL RESPONSE PROCEDURES	27
TABLE 4	NOTIFICATION LIST FOR FEDERAL, STATE, AND LOCAL EMERGENCY RESPONSE AGENCIES	28

FIGURES:

FIGURE 1	SITE LOCATION MAP.....	31
FIGURE 2	FACILITY LAYOUT	33
FIGURE 3	NEARBY HOSPITALS	35

APPENDICES:

APPENDIX A:	QUICK SHEET
APPENDIX B:	INSPECTION FORMS AND TRAINING RECORDS
APPENDIX B.1:	INSPECTION FORMS
APPENDIX B.2:	TRAINING RECORDS
APPENDIX C:	SAFETY DATA SHEETS
APPENDIX D:	SPILL REPORTING FORMS/POLLUTION INCIDENT HISTORY
APPENDIX E:	CERTIFICATION OF THE APPLICABILITY OF THE SUBSTANTIAL HARM CRITERIA CHECKLIST

ACRONYMS AND ABBREVIATIONS

AST	Aboveground Storage Tank
CFR	Code of Federal Regulations
EHS	Environmental Health and Safety
EPCRA	Emergency Planning and Community Right-to-Know Act
FRP	Facility Response Plan
IDLH	Immediate Danger to Life and Health
NPDES	National Pollutant Discharge Elimination System
PADEP	Pennsylvania Department of Environmental Protection
PPC	Preparedness, Prevention, and Contingency
SDS	Safety Data Sheet
SPCC	Spill Prevention, Control, and Countermeasure
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey

1.0 DESCRIPTION OF FACILITY

1.1 Description of the Industrial or Commercial Activity

Ecore International's York facility (Ecore York) is a manufacturing operation that specializes in creating sustainable rubber-based flooring from recycled tractor-trailer tires. The general process is the tractor-trailer tires are first ground into a base material known as crumb rubber, and then the crumb rubber is mixed with polymer and other potential colored rubber additives, EPDM, to create the final product. The combination results in a final product that is a unique, durable flooring system. The final product is placed into rolls that can be cut into the specific lengths or dimensions that the customer requests, or into standard lengths that are shipped directly to customers.

The Facility's Standard Industrial Classification (SIC) Code is 3069 for *Fabricated Rubber Products Not Elsewhere Classified*, and the North American Industry Classification System (NAICS) Code is 326299 for *All Other Rubber Product Manufacturing*. The Facility currently employs over 160 people, of which approximately 85 work first shift hours, approximately 45 work second shift hours, and approximately 35 work third shift hours.

Figure 1 and **Figure 2** show the location, details, and surrounding areas for the Facility. **Figure 2** also serves as the Facility Diagram required by 40 CFR 112.7(a)(3) of the Spill Prevention, Control, and Countermeasure (SPCC) rule. The following provides Facility information relevant to the SPCC rule.

Facility Name	Ecore York
Facility Address	76 Acco Drive, York, PA 17402
Facility Location	39.5539 N Latitude; -76.4119 W Longitude
Facility County	York County
Owner/Operator Name	Ecore International Inc.
Owner/Operator Address	76 Acco Drive, York, PA 17402
Process Description	Rubber product manufacturing
Bulk Storage Containers	<ul style="list-style-type: none">• Aboveground Storage Tanks (ASTs)• Totes (various)• Drums (various)
Flow-Through Process Vessels	<ul style="list-style-type: none">• None
Oil-Filled Operational Equipment	<ul style="list-style-type: none">• None
Oil-Containing Piping	<ul style="list-style-type: none">• None
Oil Loading Racks	There is no "loading rack" as defined in the SPCC rule.
Facility Drainage	Runoff from the Facility flows via sheet flow and through five outfalls to surface waters, primarily to tributaries of Codorus Creek.

1.2 Description of Existing Emergency Response Plans

This Preparedness, Prevention, and Contingency (PPC) Plan has been prepared in accordance with the requirements described in the Pennsylvania Department of Environmental Protection (PADEP) *Guidelines for the Development and Implementation of Environmental Emergency Response Plans*, Document ID 400-2200-001, August 6, 2005. The PADEP guidance was designed to combine all state and federal laws and regulations dealing with emergency planning and response and pollution prevention and contingency planning requirements for all activities to be carried out in the Commonwealth of Pennsylvania.

Incorporated in the PADEP guidance are various SPCC Plan regulations including *Code of Federal Regulations (CFR) 40 CFR 112*, regarding the Federal Clean Water Act. The PPC Plan regulations include multiple *25 PA Code Chapters and 40 CFR 125 Subpart K* regarding solid waste management and clean water. Spill Prevention Response (SPR) Plan regulations include *Act 32-1989* regarding the storage tank program, and Facility Response Plan (FRP) regulations are included in *40 CFR 112* regarding the Oil Pollution Act.

Except as provided in *40 CFR 112.1(d)*, a Facility must prepare an SPCC Plan in accordance with *40 CFR 112* if the Facility could reasonably be expected to discharge oil in quantities that may be harmful, as described in *40 CFR 110*, into or upon navigable waters of the United States. The purpose of an SPCC Plan is to establish engineering and management procedures, methods, equipment, and other requirements to prevent the discharge of oil. In addition, an SPCC Plan must also address countermeasures for oil discharge discovery, response, and cleanup.

The Ecore York is a "Facility" as defined in *40 CFR 112.2* of the SPCC rule, with aggregate aboveground oil storage capacity in excess of the rule threshold (1,320 gallons). Although not likely, the Facility could possibly discharge oil in quantities that could be harmful, as described in *40 CFR 110*, into or upon navigable waters of the United States. Since no exception to the SPCC rule applies to the Facility, the Facility must prepare a written SPCC Plan. The Facility is subject to requirements for Onshore Facilities under *§112.8*. The Facility does not meet the criteria of a Tier I or Tier II "Qualified Facility" as defined in *§ 112.3(g)*.

A Facility that is required to prepare an SPCC Plan may also be required to prepare an FRP under *40 CFR § 112.20*. The Substantial Harm Criteria Checklist in **Appendix E** of the SPCC rule must be completed to determine whether a Facility must prepare an FRP. As recorded in the Certification of the Applicability of the Substantial Harm Criteria Checklist (**Appendix E**), the Facility is not required to prepare an FRP.

This PPC Plan has been prepared in conformance with the U.S. Environmental Protection Agency's (USEPA's) SPCC Plan requirements as described in *40 CFR 112*, as amended. This PPC plan also incorporates the following federal and state requirements regarding spill prevention and response:

- *40 CFR 110* – Discharge of Oil

In accordance with the SPCC regulations, *40 CFR 112.3(e)*, the PPC Plan is to be maintained at the Facility and must be available for inspection during working hours. The PPC Plan is to be amended in accordance with the requirements in *40 CFR 112.7* when there is a change in the Facility design, construction, operation, or maintenance that materially affects its potential for a discharge as described in *40 CFR 112.1(b)*. Additionally, a complete review and evaluation of the plan is required at least every five years. Except as provided in *40 CFR 112.6*, a Professional Engineer (PE) is to certify any technical amendments to the plan in accordance with *40 CFR 112.3(d)* as required by *40 CFR 112.5(c)*. Technical amendments include any change involving oil containers, secondary containment, or inspection procedures. Name and phone number changes do not require a technical amendment.

1.3 Material and Waste Inventory

The Facility stocks a limited amount of hazardous chemicals. Most hazardous chemicals are stored in containers of 55-gallon drums, 275-gallon intermediate bulk containers (IBCs), or polymer storage tanks. Chemicals stored in larger quantities consist of polymers and waste oil/heating fuel - both of which are included in **Table 1**. These chemicals are stored inside. Copies of the safety data sheets (SDSs) for all chemicals found onsite are maintained on Ecore's internal management page through a service known as

MSDS Online, which is dually managed by Ecore's laboratory. Access to MSDS Online is available to all employees on any Ecore computer or machinery computer during normal business hours. **Appendix C** references the SDS list. **Table 1** highlights chemicals, materials, and wastes which may be located or generated at the Facility. This PPC Plan will be revised accordingly to reflect changes to location, method of storage, and maximum quantity stored onsite, as needed. This PPC Plan will also be updated if additional chemicals are used at the Facility.

1.4 Pollution Incident History

There have been no reportable incidents at the Facility. Superficial releases are addressed through the use of absorbent materials and other spill kit equipment.

Appendix D contains a PADEP spill reporting form to be utilized and completed in the event of any future reportable incidents at the Facility. Copies of any completed forms are to be maintained in **Appendix D** and serve as the pollution incident history for the Facility.

1.5 Implementation Schedule for Plan Elements Not Currently in Place

Elements contained in this PPC Plan are to be incorporated into the current materials and equipment storage activities at the Facility within six months of signed authorization by management. The following will trigger future timely PPC Plan revisions:

- Revision of applicable PADEP regulations;
- Current PPC Plan failure in the event of an emergency or during a safety drill;
- The Facility changes in design, construction, operation, maintenance, or other circumstances in a manner that materially increases the potential for fires, explosions, or releases of toxic or hazardous constituents; or which changes the response necessary in an emergency;
- Contact information for Chain-of-Command changes;
- The list of emergency equipment changes; and/or
- Items otherwise required by the PADEP.

The Pollution Prevention Team will be responsible for updating this PPC Plan as specified above. Specific sections within this PPC Plan that would typically require routine updating correspond to:

- Section 1.1 – Description of the Industrial or Commercial Activity;
- Section 1.4 – Pollution Incident History;
- Section 2.4 – Chain of Command;
- Section 4.2 – Countermeasures to be Undertaken by Contractors;
- Section 5.1 – Arrangements with Local Emergency Response Agencies;
- Section 5.3 – Downstream Notification Requirement for Storage Tanks (if applicable);
- All Tables; and All Appendices, including the Quick Sheet.

A record of the PPC updates or amendments is provided in **Table 2**.

2.0 DESCRIPTION OF HOW PLAN IS IMPLEMENTED BY ORGANIZATION

2.1 Organizational Structure of Facility for Implementation

The organizational structure for the Facility includes distinct roles, Chain-of-Command, and their corresponding responsibilities. Site-specific information covered under this PPC Plan is summarized in the Quick Sheet in **Appendix A**, including contact information for specific personnel assigned to key positions for developing, implementing, and maintaining the PPC Plan.

The Pollution Prevention Team will administer this PPC Plan at the Facility level. The Facility's management team has the overall responsibility for ensuring that the capital and manpower resources required by this PPC Plan are available.

2.2 List of Emergency Coordinators

A list of emergency coordinators, who make up the Pollution Prevention Team, is included in the Quick Sheet in **Appendix A**. An emergency coordinator is to be on-site or on-call at all times. The emergency coordinator shall be familiar with this PPC Plan and all aspects of operation at the Facility and will have the authority to commit the necessary resources required to implement this PPC Plan.

2.3 Duties and responsibilities of the Coordinator

EHS Coordinator: The EHS Coordinator is the primary, on-site contact for all incidents, emergencies, spills, or malfunctions. The primary responsibility of the EHS coordinator is to assume a position of incident commander to assess the severity of the specific situation and coordinate control, remediation, and/or emergency evacuation activities. The duties of the EHS Coordinator include: identification of materials handled (updates to material inventory), identification of potential spill and release sources (risk assessment), establishment of spill reporting procedures, and on-site training for Facility staff and contractors. In the event of a spill or release, the EHS Coordinator will respond to the situation in accordance with the spill response procedures detailed in this PPC Plan. A complete copy of this PPC Plan is maintained at the Facility. This PPC Plan is available to all Facility personnel and subcontractors; anyone handling chemicals on site is to be familiar with its provisions.

The EHS Coordinator, in consultation with the EHS Advisor (see below), will notify the appropriate response agencies (i.e., PADEP) in accordance with the spill response notification procedures detailed in Section 4.3.

It is the responsibility of the EHS Coordinator to assess the incident to determine the appropriate actions and to take all reasonable measures (Section 4.1) to stabilize the situation. If the EHS Coordinator determines that Facility personnel are not adequately trained to contain a spill or release or to conduct cleanup activities, the EHS Coordinator will coordinate with contractors to mobilize the appropriate personnel. Contact information for emergency coordinators is provided in **Appendix A** on the Quick Sheet.

Once a release has been contained, cleaned up, and documented by Facility personnel or contractors, and any required verbal and written notifications have been made, the EHS Coordinator will take the following actions:

- If the release is reportable, prepare a spill report and file it with the PPC Plan. Spill report forms are included in **Appendix D** of this PPC Plan and updated accordingly;
- Ensure that any equipment or supplies used during cleanup of a spill or release are adequately decontaminated and/or restocked so that appropriate equipment and supplies will be readily available in the event of another spill or release (see Section 4.5);
- Verify that any waste material generated is properly containerized, labeled, and stored for characterization and disposal (Section 3.5);
- Review the cause and response to the release with supervisors, witnesses, and contractors, if appropriate. Determine additional requirements necessary to prevent recurrence of the incident, and discuss those measures (and lessons learned) with Facility personnel during regularly scheduled briefings and trainings; and
- Amend the PPC Plan as necessary and in accordance with the schedule described in Section 1.2.

The EHS Coordinator reviews and maintains all EHS-related documentation pertaining to the Facility and is responsible for developing, implementing, maintaining, and updating this PPC Plan.

EHS Advisor: The EHS Advisor provides EHS support to the company and the EHS Coordinator and may share responsibility for any outside agency notification as indicated by this PPC Plan. The EHS Advisor ensures that all PPC Plan goals are met and coordinates all corporate support activities in response to Facility emergencies, including the notification of local, state, and federal entities if needed. The EHS Advisor assists in updating training procedures and incorporates improvements into standard operating procedures.

In the event the EHS Coordinator is unable to perform their duties due to unforeseen circumstances, the EHS Advisor shall assume this role. Contact information for the EHS Advisor is provided in **Appendix A** on the Quick Sheet.

2.4 Chain of Command

Below is the internal chain of command list for the Facility. This internal chain of command list is to be posted on bulletin board(s) or other conspicuous location(s) around the Facility.

- Tim Haertter, EHS Manager (**EHS Coordinator**)
(717) 490-8948, cell (717) 538-2900
- Matt Stetter, EHS Specialist (**EHS Advisor**)
(717) 699-7859 Extension 1819, cell (717) 475-5553
- Jeff Narkis, Plant Manager (**EHS Advisor #2**)
(717) 699-7859 Extension 1828, cell (717) 465-1139

3.0 SPILL LEAK PREVENTION AND RESPONSE

3.1 Pre-Release Planning

Potential spills and releases are most likely to occur in storage or transfer areas. The greatest spill risks at the Facility are from polymer totes used for production at the mixer, polymer from large day tanks being pumped into the mixers, or from 55-G drum filling areas where secondary containers are filled. At secondary container filling stations and 55-G drum storage areas, buckets or drip trays are used to capture any excess spillage. Dumpsters are located at various points around the building for the segregation of solid waste by type and disposal destination. Propane canisters are located in cages around the perimeter of the buildings. Empty totes of polymer are moved to a designated location in the parking lot for removal/recycling. Bins of rubber scrap byproduct are stored inside where they remain until they are ready to pass through the regrind process.

There are multiple ASTs onsite. The double-walled diesel AST is located outdoors, south of the building near the baghouses, protected by concrete and bollards. Other ASTs are located indoors and used for storage of polymer.

Totes and drums hold various chemicals in **Table 1**, which lists the chemicals and materials stored at the Facility in quantities equal to or greater than 55 gallons. The warehouse houses skids of Ecore's E Grip III, flooring adhesive.

Another possible source of a major spill is from a transient source, such as a vehicle that could spill fuel or oils onto the parking lot or transfer areas. The direction of contaminant flow that could result from equipment failure, accident, or human error will vary in different areas depending on the location of the spill within the Facility. The lack of floor drains indoors allows for spillage containment. For any spillage outdoors, potential impact to stormwater should be avoided with quick responsiveness.

Areas at the Facility with a potential for spills and leaks include the following locations:

- ASTs, tote, and drum storage areas;
- Loading/unloading areas;
- Maintenance areas;
- Cleaning supply storage areas.

Ecore follows stormwater management guidelines to minimize exposure and prevent spills. Some of these guidelines are:

- Use spill/overflow protection equipment.
- Maintenance and usage of this document.

The Facility employs several measures to prevent a discharge of oil. Specific measures are discussed in individual sections of this PPC Plan. In general:

- Spill kits and bags of absorbent are kept on-site, located near areas where spills may occur or where a rapid response can be made.
- The ASTs are provided adequate secondary containment and are located away from drains.

- Oil storage tanks are adequately sized to prevent overfilling and are gauged by personnel during filling activities.
- Tanks and oil-filled equipment are routinely inspected by Facility personnel.

3.2 Material Compatibility

Material compatibility is considered when storing chemicals. Neat and orderly chemical storage and proper labeling, as discussed in Section 3.5, reduce the risk of incompatible chemical interaction.

3.3 Inspection and Monitoring Program

Visual inspections of the ASTs and chemical storage/use areas and associated secondary containment areas are to be performed by appropriate Facility staff regularly. Facility staff are required to notify management when in-process leaks are identified. If a leak or spill were to occur, there are spill kits in place to maintain containment. During daily operations, Facility staff visually monitor for the following:

- Leaks from piping, pumps, valves, and fittings;
- Corrosion of tanks/totes/drums;
- Deterioration of tank supports and foundations;
- Evidence of spilled materials;
- Effectiveness of housekeeping;
- Damage to shipping/storage containers;
- Leaks, seeps, or overflows; and
- Breaches in any secondary containment devices.

40 CFR 112.7(h)(3) of the SPCC rule mandates that the Facility closely inspect for discharges from the lowermost drain and all outlets of tank trucks filling the tanks, and if necessary, ensure that they are tightened, adjusted, or replaced to prevent liquid discharge while in transit.

Additionally, the Facility will ensure, through visual monitoring, that diesel fuel trucks delivering oil to fill the ASTs do not overfill the tanks causing spillage. The tanks are not kept full as a matter of practice so overflowing is not likely. However, the EHS Coordinator or other responsible party should be present when the tank is filled and work with the tank truck driver to ensure clean transfer of oil to the tank while minimizing any spillage.

Per 40 CFR 112.8(c), Facility personnel inspect oil containers monthly in accordance with written procedures. Inspection procedures are contained in **Appendix B**. If a deficiency is noted during an inspection or test that could result in a discharge of oil, corrective action must be taken to address the deficiency. Records of inspections and corrective actions are to be maintained for at least three years.

Routine (at least semi-annually) checks shall be performed on all equipment to determine the physical condition of the equipment and instrumentation and the physical condition and levels of tanks/totes/drums. The intent of this semi-annual check is to detect any potential risks and implement immediate corrective action in accordance with this PPC Plan to prevent any spill or other emergency situation. A copy of an inspection form is included in **Appendix B**. The Facility's chemical inventory is ordered on an as-needed basis, which keeps the on-hand volumes low. Tracking of chemicals is possible through invoice review.

The Facility collects outfall samples semiannually per the PAG-03 NPDES General Permit. Semiannually, and at least once per year during a rain event, visual inspections are performed of the facility grounds, including the outfalls, any areas where industrial materials or activities are exposed to stormwater, any loading/ unloading/filling stations, and any other areas identified within this PPC Plan as a potential pollutant source. Additionally, the semiannual inspections include visual observations of the integrity of physical measures in place to prevent spills as well as inspection of any areas where spills or leaks have occurred in the past three years.

Based on the visual inspection, any potential pollutant sources identified, or control measures needed are to be revised as necessary within 15 days of the inspection. The revision will provide for PPC Plan changes in a timely manner, but in no case later than 90 days following the inspection. Visual inspections include review of areas contributing to stormwater discharges associated with industrial activity for evidence of, or the potential for, pollutants entering the drainage system. Measures to reduce pollutant loadings should be evaluated to determine whether additional control measures are needed. Structural stormwater management measures, sediment and erosion control measures, and other structural pollution prevention measures identified in the PPC Plan should be observed to ensure that they are correctly operating. A visual inspection of equipment needed to implement the PPC Plan, such as spill response equipment, should be made.

The Facility must prepare and submit an Annual Report to the PADEP to address activities conducted under the PAG-03 NPDES General Permit.

3.4 Preventive Maintenance

The Facility incorporates preventative maintenance as part of Facility operations by implementing inspections performed at least monthly by Facility staff as described in Section 3.3 (Inspection and Monitoring Program) of this PPC Plan. Any necessary adjustments, repairs, or replacements identified through these regular inspections shall be brought to the EHS Coordinator's attention and completed in a timely manner to minimize the potential release of materials, chemicals, or fluids to the environment.

In addition to the inspections noted above, Ecore performs routine maintenance of equipment and systems as per manufacturer specifications. Any necessary adjustments, repairs, or replacements as a result of routine maintenance shall be brought to the EHS Coordinator's attention and completed in a timely manner.

3.5 Housekeeping Program

Good housekeeping measures shall be enforced to reduce the possibility of accidental spills and safety hazards. The following measures shall be implemented:

- Maintain an organized inventory of materials on-site. Plainly label containers (e.g., used oil, spent solvents, fertilizers, and pesticides) that could be susceptible to spillage or leakage to encourage proper handling and facilitate rapid response if spills or leaks occur.
- Neat and orderly storage of all chemicals.
- Prompt removal of small spillage.
- Regular refuse pickup and disposal.
- Maintenance of dry, clean floors by use of brooms, vacuum cleaners, or cleaning machines.

- Provisions for the storage of containers or drums to prevent them from obstructing walkways within the facility.
- Store materials in appropriate containers.

Dry and liquid chemicals are to be collected to prevent possible travel into drains and potential discharge to other areas of the Facility or to the waters of the Commonwealth. All employees are responsible for Facility cleanup, organization, and adherence to this PPC Plan and company policies.

All wastes that are generated are to be handled and disposed of, in strict accordance with applicable PADEP regulations as required by *25 Pa. Code Chapter 91.34*. Collection and transportation of wastes, both liquid and solid, shall adhere to the standards contained in *25 Pa. Code Chapter 299.201 to 299.232*.

As a check, a member of the pollution prevention team walks the property at least monthly. That individual inspects and also disposes of any stray trash that is observed and looks for poor housekeeping conditions that may impact stormwater. This includes looking for oil spots, leaks, oily dirt, etc. If any condition is noted that cannot be fixed immediately, the responsibility is delegated to an appropriate employee.

Good housekeeping guidelines that are taken to manage stormwater are listed below:

- Clean up spills and leaks promptly using dry methods (e.g., absorbents) to prevent the discharge of pollutants to surface waters.
- Keep all dumpster lids closed when not in use. For dumpsters and roll-off boxes that do not have lids, ensure that discharges have a control (e.g., secondary containment, treatment).
- Implement a routine cleaning and maintenance program for all impervious areas of the facility where particulate matter, dust, or debris may accumulate to minimize the discharge of pollutants in stormwater. The cleaning and maintenance program must encompass, as appropriate, areas where material loading and unloading, storage, handling, and processing occur.
- Minimize the potential for waste, garbage, and floatable debris to be discharged by keeping exposed areas free of such materials, or by intercepting them before they are discharged.
- Label and track the recycling of waste material (e.g., used oil, spent solvents, batteries).
- Prohibit the practice of hosing down an area where the practice would result in the discharge of pollutants to a municipal or other stormwater collection system that conveys pollutants off-site without proper treatment.

3.6 Security

Chemicals are stored within closed buildings. There is a fence surrounding the entire facility with (2) gated access points to the building and (1) gated access points to the trailer storage yard. Additionally, building entrances are monitored via video cameras and require identification to gain access. External areas of the Facility maintain lighting during dark hours. These practices meet the requirements of *40 CFR 112.7(g)* requiring adequate security to secure and control access to the oil handling, processing, and storage areas including preventing unauthorized access.

3.7 External factor Planning

No critical operations carried out at the Facility rely on power for continued safe operation. The Facility does not have an emergency generator. However, it has three transformers. External factors, such as snowstorms, severe weather, or flooding are not expected to produce any incidents of spills or discharges of hazardous materials. The Facility has contracted for prompt snow removal to keep the Facility open and accessible in the event of an emergency.

3.8 Employee Training Program

Ecore York staff and contractors are to be trained at least annually on stormwater pollution prevention and control measures, response procedures, and notification requirements identified in this PPC Plan. Records of the employee's attendance in the training program should be included in personnel files. An example of a training record form is included in **Appendix B**. Training will include, but not be limited to a focus on ensuring that personnel are able to respond effectively to emergencies through the familiarization of emergency procedures, emergency and monitoring equipment, response to fire and explosions, communication, and alarms systems, Facility evacuation procedures, operations shut-down/automatic shut-offs, and all aspects presented in this PPC Plan.

In addition, employee training covers aspects of health and safety not included in this PPC Plan, including, but not limited to, personal protective equipment and industry accepted safety training. If deemed necessary by Facility management, the training program may also include the implementation of mock spill response, emergency and fire drills, or Facility evacuation. Also, the Facility's forklifts and other company vehicles are only to be used by trained authorized operators.

Per 40 CFR 112.7(f), personnel at the Facility are trained in the operation and maintenance of Facility equipment to prevent oil discharges. Training covers discharge procedure protocols, applicable pollution control laws and regulations, general Facility operations, and the contents of the PPC Plan. Training is conducted initially and whenever the Facility is modified, personnel responsibilities are changed, or the PPC Plan is amended. Training records are maintained for at least three years.

Personnel at the Facility are briefed on discharges, failures, and recently developed precautionary measures during annual spill prevention training. Records of these briefings are maintained for a period of no less than three years.

4.0 COUNTERMEASURES

4.1 Countermeasures to be Undertaken by Facility

Chemical spills will be first addressed by stopping the flow of the material using either established engineering controls (i.e., valves, switches, etc.) or the spill response kits. The Facility maintains spill response kits, which are located near areas where spills may occur or where a rapid response can be made.

If the spill cannot be contained with the items found in the spill response kits, then Facility personnel will mobilize additional internal resources to address the release. Depending on the volume of material spilled, various techniques such as the use of physical barriers including berms or diking materials would be placed in such a manner as to stop the horizontal spread of the spilled material. Once the spreading of the material has been contained, efforts will immediately shift from containment to clean-up. Spill response procedures are outlined in **Table 3**.

Depending on the size of the spill, clean-up will include the use of absorbent cloth mats, booms, or granular absorbent materials that are maintained onsite. Clean-up material laden with spilled material will be handled according to PADEP regulations.

Guide for Chemical Spills:

- Determine chemical identity.
- Consult SDS.
- Avoid breathing any vapors, get as much fresh air into the area as safely possible.
- Ensure that absorbents and neutralizing agents to be used are compatible with spilled chemical.
- Prevent spilled chemicals from going down any drains in the area of the spill.
- Dispose of cleanup materials as chemical hazardous waste. Small volumes of dilute acids and bases may be neutralized (pH range of 5.5 to 11.0) and disposed down the drain.
- Contact the EHS Coordinator to arrange for hazardous waste pickup and guidance on cleanup or air monitoring, if applicable.
- Small Liquid Chemical Spills:
 - Alert people in the area of the spill.
 - Wear protective equipment.
 - Contain spilled liquid by diking with appropriate absorbent materials.
 - If spilled liquid is flammable, remove ignition sources such as burners, motors, or any equipment that could produce a spark; use plastic or nonmetallic cleanup equipment.
 - Absorb or neutralize with appropriate agent working from outside edges of spill inward. Sorbents do not remove toxic or flammable hazards and neutralization can produce heat causing boiling splattering.
 - Acid Spill – sodium bicarbonate or acid spill kit
 - Base Spill – sodium bisulfate, citric acid, or base spill kit

➤ Small Dry Chemical Spills:

- If spilled material is not water reactive, dampen spilled material to prevent airborne dust.
- Control water-reactive dust with sweeping compound.
- Carefully brush solids into a dust pan or container.
- Minimize dust generation to prevent creating inhalation hazards.

4.2 Countermeasures to be Undertaken by Contractors

The emergency response contractor to be utilized, along with the contractor's phone number and address is provided on the Quick Sheet in **Appendix A**.

Disposal of recovered materials will be performed by qualified oil spill cleanup contractors under the direction of the Environmental Manager or designee. Removal will involve transportation of recovered materials to a permitted waste treatment, storage or disposal Facility. Recovered materials will be profiled and classified as hazardous or non-hazardous waste, depending on the characteristics of the material. Any transportation vehicle and receiving Facility will comply with applicable state requirements for transportation and disposal of hazardous or non-hazardous waste. There is adequate capacity in the region for transportation and disposal of any recovered materials that could be generated by the Facility. The emergency response contractor to be utilized, along with the contractor's phone number and address, is provided on the Quick Sheet in **Appendix A**.

4.3 Internal and External Communications and Alarm Systems

Internal communication procedures include routine safety meetings to review and discuss concerns identified with the current stage of Facility operations. Direct forms of communication include audible communication via voice and the use of cell phones. External communications procedures are outlined in **Table 4** and include contacting 911 in the event of an emergency.

In the event of a spill/release which may threaten a residence, occupied structure, livestock, or public byway, verbal notifications (refer to **Table 4**) must be made as soon as practicable to Local Emergency Response (911), the PADEP, and any potentially affected landowner. The National Response Center should also be verbally notified when an oil spill discharge reaches waters of the Commonwealth, a municipal drain, or a storm sewer. Evidence of a discharge includes, but are not limited to:

- Violations of applicable water quality standards;
- A film or "sheen" upon, or discoloration of the surface of the water or adjoining shorelines; or
- A sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

Per *PA Code 262a.43(2)*, in the event of a discharge or spill equal or greater to the reportable quantity of a hazardous material or material that becomes a hazardous waste when spilled or discharged, the Facility shall immediately notify the PADEP by telephone at (866) 825-0208. The reportable quantities specified in *PA Code 262a.43(2)* are as follows:

- Liquid hazardous waste spills that equal or exceed the reportable quantity (RQ) in *40 CFR 302.4*, or **10 gallons**, whichever is more stringent.

- Liquids are flowable substances which contain <20% solids by dry weight. Flowable refers to flow in the sense of pourable as a liquid.
- Solid hazardous waste or solids that become hazardous when spilled or discharged, that equal or exceed the RQ in 40 CFR 302.4, or 500 pounds, whichever is more stringent.
- Any spill into waters of the Commonwealth, regardless of quantity.

When notifying the PADEP by phone of a discharge or a spill under *PA Code 262a.43(4)*, the following information shall be provided:

- The name of the person reporting the spill.
- The name and identification number of the generator.
- The phone number where the person reporting the spill can be reached.
- The date, time, and location of the spill.
- A brief description of the incident.
- For each material involved in the spill:
 - The shipping name, hazard class, and U.N. Number.
 - The estimated quantity of material spilled.
- The extent of contamination of land, water or air, if known.

Additionally, the generator is to file a written Hazardous Waste Spill Report with the PADEP within 15 days after the incident. This report is to contain the following information:

- The name, address, and identification number of the generator and the date, time and location of the incident.
- A brief description of the circumstances causing the incident.
- A brief description of each of the hazardous wastes or materials that become hazardous wastes when spilled or discharged involved in the incident, including the estimated quantity spilled by weight or volume.
- A legible copy of the manifest document, if applicable.
- A description of a contamination of land, water or air that has occurred due to the incident.
- A description of the actions the generator intends to take to prevent a similar occurrence in the future.

Additionally, in accordance with *40 CFR 112.4(a)*, a spill report will be submitted to the USEPA Region 3 if either of the following conditions is met:

- A single discharge of more than 1,000 gallons of oil; or
- A discharge of more than 42 gallons of oil in each of two events within any 12-month period.

The spill report to the USEPA under 40 CFR 112 must be submitted within 60 days of the release and contain the following information:

- Name of the Facility;
- Name of the owner/operator of the Facility;
- Location of the Facility;
- Maximum storage or handling capacity of the Facility and normal daily throughput;
- Corrective actions and countermeasures taken, including a description of equipment repairs and replacements;
- An adequate description of the Facility, including maps, flow diagrams, and topographic maps, as necessary;
- The cause of the discharge, including a failure analysis of the system or subsystem in which the failure occurred;
- Additional preventative measures taken or contemplated to minimize the possibility of recurrence; and
- Such other information as the USEPA Regional Administrator may reasonably require pertinent to this PPC Plan or the discharge.

Alarm systems utilized onsite to provide immediate emergency instructions include fire alarms, as well as a plant-wide paging system. Alarm systems are checked on a regular basis to ensure proper operation and the required actions associated with each alarm shall be discussed during routine safety meetings.

4.4 Evacuation Plan for Installation Personnel

In the event a critical emergency occurs that creates an immediate danger to life and health (IDLH) situation and requires the evacuation of all Facility personnel, a planned evacuation will be followed. Personnel will be notified via plant-wide paging of the need to evacuate. In the case of fire, the fire alarm system on site will activate. There are six designated Evacuation Assembly Points (A through F) at various locations around the perimeter of the Facility, as shown in **Appendix A**. The evacuation plan shall be discussed at safety meetings and augmented to indicate any changes to the Facility that make a specific route inaccessible. Periodic drills shall be conducted to evaluate the effectiveness of the plan.

Contact information for the County and State emergency management agencies is provided on the Quick Sheet in **Appendix A**.

4.5 Emergency Equipment Available for Response

The Facility maintains spill response kits at the site. Employees are to be trained in the purpose and use of the equipment contained in the spill response kits. Spill response kit equipment includes, but is not limited to, the following:

- Absorbent materials (such as pads, pillows, socks, and/or kitty litter);
- Gloves;
- Aprons/coveralls;

- Masks and respirators;
- Patch kit with strap;
- Goggles; and
- 55-gallon container.

In addition to the equipment listed above, any all-purpose equipment that is on-site at the time of a spill may be utilized to impede or cease the spread of any released material, chemicals, or fluids to minimize the impact on the environment. The purpose and use of this equipment will vary given Facility conditions and the nature of the release, and it is the responsibility of the EHS Coordinator to determine which equipment is most practical for a given situation.

Fire extinguishers, eye wash stations, and other response equipment types are located at various points within the Facility, and employees are trained in the purpose and use of this equipment.

Spill kit equipment is tested and maintained as necessary to assure its proper operation in times of emergency. After use, equipment is decontaminated, cleaned, or properly disposed of, and replaced before normal operations resume.

5.0 EMERGENCY SPILL CONTROL NETWORK

5.1 Arrangements with Local Emergency Response Agencies

In the event the EHS Coordinator determines that containment of a spill or release is beyond the capabilities of on-site personnel, or materials, chemicals, or fluids have reached waters of the Commonwealth, then the EHS Coordinator will coordinate with off-site emergency response resources to provide labor and equipment in order to respond to an emergency situation. The contact information for the off-site emergency response contractor is provided in the Quick Sheet in **Appendix A**. Upon arrival on-site, the off-site resources shall coordinate with the EHS Coordinator to determine the extent and nature of the release. The EHS Coordinator shall provide a copy of the PPC Plan to the off-site representatives.

5.2 Notification Lists

In the event of an emergency or spill, the "Immediate Contact" agencies listed in **Appendix A** must be contacted. The "Courtesy Contact" agencies listed in **Appendix A** should also be contacted.

5.3 Downstream Notification Requirement for Storage Tanks

Storage tank facilities with an aggregate aboveground storage capacity >21,000 gallons of regulated substances must provide an additional notification requirement. It can be added to a PPC Plan so as to meet the Spill Prevention Response (SPR) plan requirements. The requirement includes development of a 20-mile downstream notification list, an annual notification requirement, and an annual notification list update. The Facility does not have >21,000 gallons aggregate aboveground storage capacity of regulated substances and, therefore, is not subject to these requirements.

6.0 STORMWATER MANAGEMENT PRACTICES

6.1 Stormwater Management Practices

Facility grading is flat, with some sloping at the property along the east side at the unnamed tributary. The manufacturing building and site access, as well as the detached office building, encompass most of the site. A portion of the facility is occupied by tenants in both the manufacturing space and office building. There are five (5) distinct outfall locations, shown on **Figure 2**. The outfalls and their approximate drainage areas are as follows: Outfall 003 (113,000 ft²) is representative of Outfalls 001 (230,000 ft²) and 002 (153,000 ft²). Outfall 004 (150,000 ft²) is representative of Outfall 005 (173,000 ft²) and both are located adjacent to each other along the southwest corner of the property.

Due to the proximity of Facility outfalls to surface waters of the Commonwealth, good housekeeping skills are imperative. All dumpsters and outside bins must have lids or covers on them, and be kept indoors in times of inclement weather, or for dumpsters and roll-off boxes that do not have lids, potential discharges must have a control (e.g., secondary containment, treatment). All employees are trained to observe and address any spills or blowing of debris.

Additional guidelines for management of stormwater at the Facility are provided below. These are in addition to those listed in Sections 3.1.1, 3.2, and 3.5 of this PPC Plan. Specifically, Appendix S of the PAG-03 NPDES General Permit addresses:

Rubber, Miscellaneous Plastic Products, and Miscellaneous Manufacturing Industries Sector Guidelines

- Minimize the discharge of zinc in stormwater discharges by implementing the controls identified here:
 - Zinc bags are not used at the Facility. Should this change, the site will ensure proper handling and storage of zinc bags at the facility through implementation of control measures including but not limited to the following: employee training on the handling and storage of zinc bags; indoor storage of zinc bags; cleanup of zinc spills without washing the zinc into the storm drain; and the use of 2,500-pound sacks of zinc rather than 50- to 100-pound sacks.
 - Minimize discharges of zinc from dumpsters through implementation of control measures including but not limited to the following: cover dumpsters; move dumpsters indoors; and provide a lining for dumpsters.
 - Minimize contributions of zinc to stormwater from dust collectors and baghouses. Replace or repair, as appropriate, improperly operating dust collectors and baghouses.
 - Minimize contamination of stormwater as a result of dust generation from rubber grinding operations. Where determined to be feasible, install a dust collection system.
 - Minimize the potential for stormwater contamination from drips and spills of zinc stearate slurry that may be released into the storm drain. Where determined to be feasible, use alternative compounds to zinc stearate.
- Minimize the discharge of plastic resin pellets in stormwater discharges through implementation of control measures including but not limited to the following: minimize spills; clean up spills promptly and thoroughly; sweep thoroughly; pellet capturing; employee education; and disposal precautions.

General Guidelines

- Locate materials, equipment, and activities so that potential leaks and spills are contained or able to be contained or diverted before discharge to surface waters.
- Use grading, berming, or curbing to prevent runoff of polluted stormwater and divert run-on away from areas that contain polluted stormwater;
- Implement procedures for material storage and handling, including the use of secondary containment and barriers between material storage and traffic areas, or a similarly effective means designed to prevent the discharge of pollutants from these areas;
- Store leaky vehicles and equipment indoors or, if stored outdoors, use drip pans and absorbents to prevent the release of pollutants to the environment.
- Train employees routinely (no less than annually) on pollution prevention practices as contained in this PPC Plan.
- Train employees and contractors (no less than annually) on the procedures for expeditiously stopping, containing, and cleaning up leaks, spills, and other releases.
- Notify appropriate Facility personnel when a leak, spill, or other release occurs.
- To the extent possible, eliminate or reduce the number and amount of hazardous materials and waste by substituting non-hazardous or less hazardous materials of equal function.

Erosion and Sediment Control Measures

- Minimize erosion and pollutant discharges by stabilizing exposed soils and placing flow velocity dissipation devices at discharge locations to minimize channel and stream bank erosion and scour in the immediate vicinity of stormwater outfalls.
- Conduct all earth disturbance activities and, when applicable, maintain all post-construction stormwater management practices in accordance with 25 Pa. Code Chapter 102.
- Do not utilize polymers or other chemicals to treat stormwater unless written permission is obtained from PADEP.

7.0 SEDIMENT AND EROSION PREVENTION

Sloped areas of the Facility are either paved or kept under gravel or vegetated cover to control erosion and prevent sedimentation. This section of the PPC Plan shall be modified if any construction activities result in a potential for soil erosion which will be in accordance with Chapter 102 of the PADEP's rules and regulations and the Bureau of Soil and Water Conservation's "*Erosion and Sedimentation Pollution Control Program Manual*."

8.0 ADDITIONAL REQUIREMENTS FOR EPCRA, SECTION 313 FACILITIES

The Facility is not subject to requirements under EPCRA Section 313 of Title III of the Superfund Amendments and Reauthorization Act (SARA) because the Facility does not manufacture, process or otherwise use any of the listed toxic chemicals in quantities exceeding the appropriate thresholds (25,000 pounds manufactured per year or 10,000 pounds processed or otherwise used per year). This section of the PPC Plan shall be modified if the Facility would become subject to SARA Title III Section 313 Toxic Release Inventory (TRI) reporting.

9.0 CERTIFICATION REQUIREMENTS FOR NON-STORMWATER DISCHARGES

This PPC Plan shall be signed in accordance with the signatory requirements stipulated in the general permit¹.

By signature below, I certify that I have evaluated all outfalls at the Facility and have not found evidence of any non-stormwater discharges from the Facility.

I also certify, that to the best of my knowledge, the discharge from each outfall consists entirely of stormwater and has been evaluated for the presence of non-stormwater discharges. This evaluation includes a review of the stormwater system with appropriate Facility engineers and an inspection of each outfall structure for the presence of a discharge during a period when there is an absence of any perceptible precipitation.

I certify that this PPC Plan has the full approval of company management at a level of authority to commit the necessary resources to fully implement this PPC Plan. Furthermore, Ecore York is committed to the provision of manpower, equipment and materials required to expeditiously control and remove any quantity of oil discharged from the Facility.

Management Approval:

Name (printed): Jeff Jackson

Title (printed): Plant Manager

Signature: Jeff Jackson

Date: 3-20-2023

¹ - For a corporation – By the president, vice president, secretary or treasurer of the corporation, or an authorized representative, if the representative is responsible for the overall operation of the Facility from which the discharge described in the NPDES form originates.

- For a partnership or sole proprietorship - By a general partner or the proprietor, respectively.

- For a municipality, state, federal or other public agency - By a principal executive officer or ranking elected official.

10.0 SIGNATORY REQUIREMENTS

10.1 Management Approval

The PPC Plan must be signed in accordance with the signatory requirements stipulated in the general permit.

By signature below, Ecore York management approves this PPC Plan for the Facility located at 76 Acco Drive, York County, Pennsylvania, has the authority to commit the necessary resources to implement this PPC Plan, and acknowledges that the elements identified within this PPC Plan will be implemented.

Management Approval:

Name (printed): Jeff Warkis

Title (printed): Plant Manager

Signature: Jeff Warkis

Date: 3-20-2023

10.2 Professional Engineer Certification

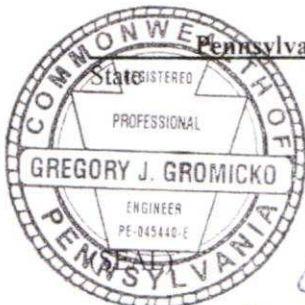
I hereby certify that I, or my agent, have visited and examined the Facility, and being familiar with the provisions of *40 CFR 112*, attest that this PPC Plan has been prepared in consideration of industry standards, is in accordance with good engineering practices that conform to *40 CFR 112*, and is adequate for the Facility. Procedures for required inspections and testing have been established in this PPC Plan.

Gregory J. Gromicko

Name of Registered Professional Engineer

PE-045440-E

Registration Number



Signature: _____

Date: _____

This certification in no way relieves the owner or operator of the Facility of his/her duty to prepare and fully implement this PPC Plan in accordance with the requirements of *40 CFR 112* and applicable PADEP requirements. This PPC Plan is valid only to the extent that the Facility owner or operator maintains, tests, and inspects equipment, containment, and other devices, and reports any applicable spills or releases, as prescribed in this PPC Plan.

11.0 REFERENCES

Code of Federal Regulations, Title 40 Part 112, Oil Pollution Prevention, Spill Prevention Control and Countermeasures Provisions.

Pennsylvania Department of Environmental Protection (PADEP) PAG-03 Authorization to Discharge Under the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Stormwater Associated with Industrial Activity, December 22, 2022.

_____. Guidelines for the Development and Implementation of Environmental Emergency Response Plans, *Document ID 400-2200-001*, August 6, 2005.

TABLE 1 CHEMICAL/MATERIAL STORAGE INVENTORY

Product	Container Type	Approximate Number of Containers	Maximum Anticipated Quantity (gallons)
<i>Facility Area - Various</i>			
Diesel Fuel Tank - Baghouse Area	AST	1	1,000
Binder T-4900 - Mixer	AST	1	1,100
Polymer Tank - Mixer Day Tank	AST	1	700
Hydraulic Oil Reservoir - Mixer Hydraulic Room	AST	1	250
Squid Ink - Laminator 1	5 G Pail	5	25
Squid Cleaner - Laminator 1	5 G Pail	5	25
Castrol Pyrolex Blue 2 - RT near Mack Baghouse	55 G Drum	2	110
Peak Blue DEF - Transportation Dock	55 G Drum	2	110
<i>Facility Area - Chemical Storage Area</i>			
Super Clean	55 G Drum	2	110
Heavy Duty Degreaser II	55 G Drum	1	55
CleanEdge 3510	55 G Drum	1	55
PeraSpray	55 G Drum	2	110
Squid Ink Jet Waste	55 G Drum	2	110
Polyso Release P231	55 G Drum	3	165
Houghton Dromus B	55 G Drum	1	55
<i>Facility Area - Maintenance Chemical Storage</i>			
Various Weight Gear Oil	55 G Drum	4	220
Safety-Kleen Premium Solvent	55 G Drum	1	55
Propylene Glycol based Heat Transfer Fluid	55 G Drum	1	55
Transmission Oil	55 G Drum	1	55
Various Weight Motor Oil	55 G Drum	6	330
Hydraulic Fluid	55 G Drum	4	220
Waste Oil	AST	1	240
Antifreeze	55 G Drum	2	110
<i>Facility Area - Polymer Room</i>			
10,000 G Polymer Tank	AST	1	10,000
12,000 G Polymer Tank	AST	1	12,000
Binder T-4900	IBC Tote	25	6,875
U-Clean	55G Drum	1	55

TABLE 2 PLAN REVIEW AND REVISION LOG

REVIEWER	DATE	ACTIVITY	PE CERTIFICATION REQUIRED?	COMMENTS
Matt Stetter	2022	Prepare PPC Plan	No	PPC Plan update
Gregory J. Gromicko, PE	March 2023	Update the PPC Plan in accordance with the new PAG-03	Yes	PPC Plan was updated in support of the new PAG-03

TABLE 3 SPILL RESPONSE PROCEDURES

SPILL RESPONSE PROCEDURES	
Spill Discovery and Initial Response	<ol style="list-style-type: none"> 1. If no Immediate Danger to Life & Health (IDLH) condition is present and the release source is still present; stop the release and call the EHS Coordinator. 2. Contain the release using available materials and methods, including berms, dikes, and spill kit materials. 3. Restrict ignition sources if the material is flammable. 4. Secure the area as OFF LIMITS. 5. If an IDLH due to fire, explosion, or other imminent threat to public safety; call local emergency response (911). DO NOT HANG UP after completing the report, let the dispatcher hang up first. 6. Follow directions as dictated by the EHS Coordinator and be prepared to provide the following information:
Information to Provide During Initial Report to EHS Coordinator	<ol style="list-style-type: none"> 7. Has the spill reached or does it threaten to reach, State waters? 8. Where is the spill? Be prepared to provide directions. 9. Which personnel were present at the time of the spill? 10. What activities caused the spill? 11. When did the spill occur? 12. What is the material spilled? 13. What volume has spilled?
Spill Containment, Cleanup, and Reporting	<ol style="list-style-type: none"> 14. The person who reported the spill must be present at the Site, or available by cell phone. 15. The EHS Coordinator may mobilize response resources based on the initial report. 16. The EHS Coordinator will contact Ecore management of the release. 17. The EHS Coordinator will conduct a comprehensive assessment of the spill and coordinate cleanup efforts. 18. If applicable, the EHS Coordinator will provide a follow-up report to Ecore management and verbal notification to government and municipal agencies and other appropriate entities. 19. Should additional remediation efforts be necessary, the EHS Coordinator will contact the designated spill remediation contractor. 20. The EHS Coordinator will complete and submit appropriate written notifications and reports to appropriate agencies, if necessary. 21. The EHS Coordinator will keep the incident on record and identify appropriate follow-up activities and/or corrective actions.

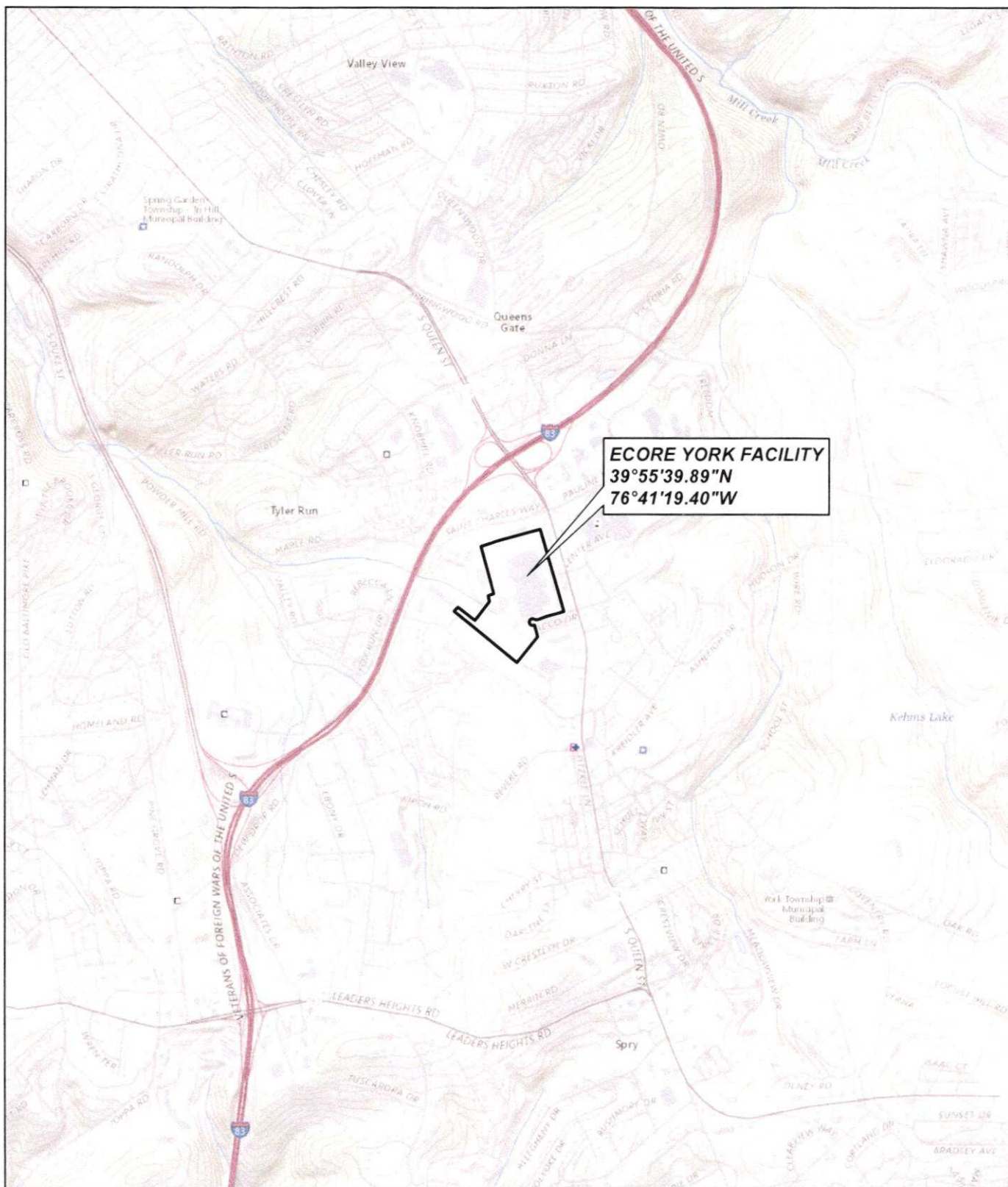
TABLE 4 NOTIFICATION LIST FOR FEDERAL, STATE, AND LOCAL EMERGENCY RESPONSE AGENCIES

AGENCY / ORGANIZATION	TELEPHONE NUMBER	CIRCUMSTANCES	WHEN TO NOTIFY
Federal Agencies			
National Response Center (NRC)	800-424-8802	<p>Discharge reaching State waters, or a municipal drain or storm sewer. Emergencies and other sudden threats to public health.</p> <p>When an oil spill discharge reaching State waters, or a municipal drain or storm sewer:</p> <ul style="list-style-type: none"> • Violates applicable water quality standards; • Causes a film or "sheen" upon, or discoloration of the surface of the water or adjoining shorelines; or • Causes a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines. 	Immediately (verbal)
USEPA Region 3	215-814-5000 800-438-2474	<p>A spill report will be submitted to USEPA Region 3 if either of the following conditions are met:</p> <ul style="list-style-type: none"> • A single discharge of more than 1,000 gallons of oil, or • A discharge of more than 42 gallons of oil in each of two (2) events within any 12-month period. 	Written (within 60 days of the release)

AGENCY / ORGANIZATION	TELEPHONE NUMBER	CIRCUMSTANCES	WHEN TO NOTIFY
State Agencies			
PADEP Offices Southcentral Regional Office Pottsville District Office	866-825-0208 Emergency Response Hotline 570-621-3118	<ul style="list-style-type: none"> • Pollutants discharged into surface or groundwater; • All spills in excess of five (5) gallons of any hazardous material; • All petroleum spills of five (5) gallons or more with the potential to pollute; • Air pollution incidents where there may be a release of toxic materials or where smoke from a fire may create a public nuisance; and/or • Incidents which involve illegal/improper disposal of any material. <p>Notification within two (2) hours if a tank for receptacle releases one of the following amounts of brine:</p> <ul style="list-style-type: none"> • More than five (5) gallons within a 24-hour period on or into the ground where the total dissolved solids (TDS) concentration of the brine is > 10,000 mg/L; or, • More than 15 gallons of brine within a 24-hour period on or into the ground where the TDS concentration of the brine is < 10,000 mg/L. 	<p>Immediately (verbal)</p> <p>and</p> <p>Written (15 days after an incident)</p>
PADEP (Statewide)	800-541-2050	See Above	Immediately (verbal)
PA SERC	717-651-2121	Release of a reportable quantity of any extremely hazardous substance that leaves the boundaries of your facility.	Immediately (verbal)
PA Fish and Boat Commission	855-347-4545	Discharge reaching waters of the Commonwealth, or a municipal drain or storm sewer.	Immediately (verbal)
PEMA	717-651-2001	As necessary	Courtesy (verbal)
PA Health Department	877-724-3258	As necessary	Courtesy (verbal)

AGENCY / ORGANIZATION	TELEPHONE NUMBER	CIRCUMSTANCES	WHEN TO NOTIFY
Local Agencies/Support			
Emergency Response or State Police Troop J	911 Or 717-299-7650	Discharge reaching State waters, or a municipal drain or storm sewer; and/or If there is an immediate threat to the safety of the public or operating personnel (e.g., residence, occupied structure, livestock, or public byway)	Immediately (verbal)
SRBC	717-238-0423	As necessary	Courtesy (verbal)
York Township	717-741-3861	Hazardous Discharge	Immediately (verbal)
York County Emergency Management	717-840-2990	As necessary	Courtesy (verbal)
York County Sheriff's Office	717-771-9601	As necessary	Courtesy (verbal)

FIGURE 1 SITE LOCATION MAP



Legend

- ★ Facility Location
- Property Boundary



0 1,000 2,000
Feet



ECORE - YORK FACILITY

**FIGURE 1:
SITE LOCATION MAP**

76 ACCO DR
YORK, PA 17402



Date: 3/15/2023

FIGURE 2 FACILITY LAYOUT



ECORE
YORK FACILITY
**FIGURE 2:
FACILITY LAYOUT**

76 ACCO DR
YORK, PA 17402

Legend

-  Above Ground Storage Tank
-  Outfall
-  Flow Direction
-  Property Boundary
-  Client Space
-  Stream

AERIAL SOURCE
Google Earth Imagery



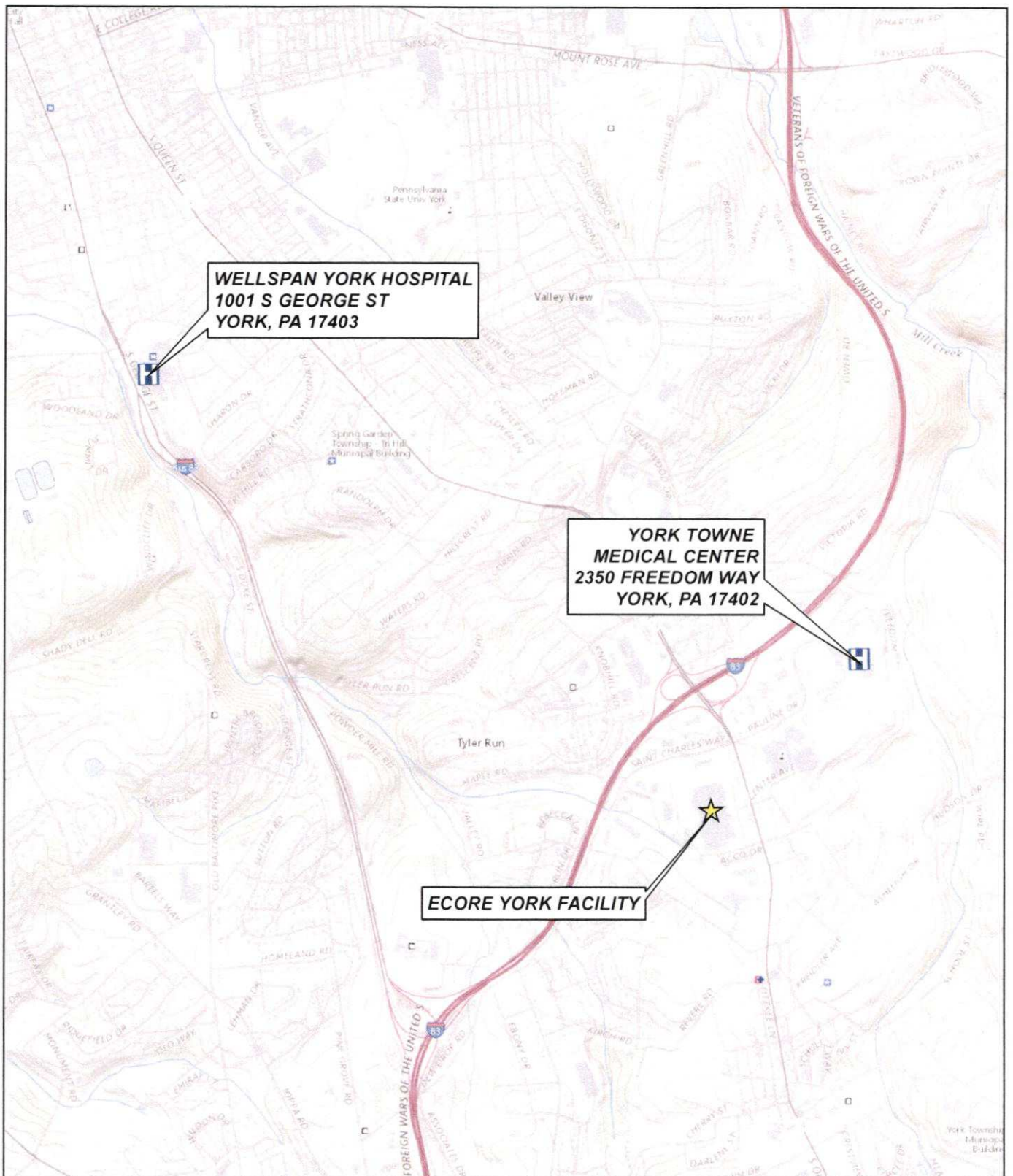
0 100 200
Feet





POWER
ENGINEERS

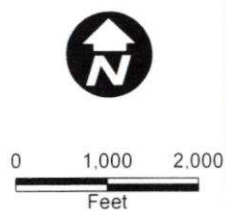
Date: 3/15/2023

FIGURE 3 NEARBY HOSPITALS



Legend

-  Facility Location
-  Nearby Hospital



ECORE - YORK FACILITY

FIGURE 3: NEARBY HOSPITALS

76 ACCO DR
TORK, PA 17402



Date: 3/10/2023

APPENDIX A: QUICK SHEET



Contingency Plan Quick Sheet

To be updated in accordance with PPC Plan Section 1.3.
PPC Plan is maintained at Ecore International, Inc. - York, PA facility
See below for contact information.



General Information (Section 1.1)		
Facility ID	Ecore International	Ecore International
Permit ID:	NPDES PAG-03 Permit No. PAR233553	76 Acco Drive
Location:	York Township, York County, PA	York, PA 17402
		(717) 699-7859

Chain-of-Command (Section 1.2)		
EHS Coordinator, Primary	Tim Haertter, EHS Manager	(717) 490-8948
EHS Advisor #1	Matt Stetter, EHS Specialist	(717) 699-7859, Extension 1819
EHS Advisor #2	Jeff Narkis, Plant Manager	(717) 699-7859, Extension 1828

On-Site Notification Systems:	
Identification of on-site notification systems (Section 4.3) - Audible communication via voice and the used of cell phones.	

Jurisdictional Agency Notification		
IMMEDIATE CONTACT		
Emergency Response	9-1-1	IDLH Conditions or injured personnel
PADEP Southcentral Regional Office	(866) 825-0208	24 hours a day (or (717) 705-4700, 8:00 AM - 4:00 PM, non emergency)
PADEP Statewide ERP	(800) 541-2050	Statewide Emergency Response Program (ERP) Contact Number
National Response Center (NRC)	(800) 424-8802	Oil Spill requires immediate notice
PA Fish & Boat Commission	(855) 347-4545	Discharge reaches surface water, drain, or storm sewer (Pollution Hotline)
York Township	(717) 741-3861	Discharge to storm or sewer system.
COURTESY CONTACT		
PEMA	(717) 651-2001	Central Area, 2605 Interstate Drive, Harrisburg, PA 17110
PA Health Dept.	(877) 724-3258	8th Floor West, 625 Forster Street, Harrisburg, PA
SRBC	(717) 238-0423	4423 N. Front Street, Harrisburg, PA 17110
York County Emergency Management	(717) 840-2990	118 Pleasant Acres Road, Suite B, York, PA 17402
PA State Police - Troop J	(717) 299-7650	101 North Main Street, York, PA 17403
York County Sheriff's Office	(717) 771-9601	45 North George Street, York, PA 17401
FOLLOW-UP WRITTEN NOTIFICATION		
PADEP Southcentral Regional Office	15 Days After Incident	909 Elmerton Avenue, Harrisburg, PA 17110-8200
US EPA Region 3	60 Days After Incident	1650 Arch Street, Philadelphia, PA 19103-2029; Phone: (800) 438-2474

Summary of On-Site Materials, Chemicals, and Compounds	Hazardous?	Max. Est. Amt. of Haz. Waste	Associated Hazards	Required Unique/Special Treatment	DISPOSAL METHOD
Inks	Y / N				Hauled off-Site
Solder (leaded solder and lead-free solder); waste solder in dross pails	Y / N				Hauled off-Site
Flux	Y / N				Hauled off-Site
Various Lubricating Oils	Y / N				Hauled off-Site
Lead debris (workbench cleaning wipes)	Y / N				Reclaimed, off-site

EMERGENCY RESPONSE CONTRACTOR		
AEG Environmental	(877) 876-1100; hotline (410) 494-7587	27 Liberty Street, Suite C, Westminster, MD 21157; info@aegenviro.com

Spill Response Procedures**DISCOVERY AND INITIAL RESPONSE**

- 1 If **IDLH** conditions or injured personnel are present, notify EHS Coordinator, call 911 (DO NOT HANG UP after; wait until the dispatcher hangs up first), provide first aid and/or evacuate area, if necessary.
- 2 If **no IDLH** condition is present, stop the release and call the EHS Coordinator.
- 3 Contain the release using available materials and methods, including berms, dikes, and spill kit materials.
- 4 Restrict ignition sources if the material is flammable.
- 5 Secure the area as **OFF LIMITS**.
- 6 Follow directions as dictated by the EHS Coordinator and be prepared to provide the following information:

INITIAL REPORT TO EHS COORDINATOR

- 7 Are IDLH conditions present and is anyone injured?
- 8 What is the material spilled?
- 9 What volume has spilled?
- 10 Has the spill reached, or does it threaten to reach, waters of the Commonwealth?
- 11 Where is the spill within the facility? Be prepared to provide directions to site and spill location within facility.
- 12 Are any materials, chemicals, or fluids that are incompatible with the released material located near the spill?
- 13 When did the spill occur?
- 14 Which personnel were present at the time of the spill?
- 15 What activities caused the spill?

CONTAINMENT, CLEANUP, AND REPORTING

- 16 The person who reported the spill must be present at the site, or available by cell phone.
- 17 The EHS Coordinator may mobilize response resources based on the initial report.
- 18 The EHS Coordinator will conduct a comprehensive assessment of the spill, and coordinate cleanup efforts.
- 19 The EHS Coordinator will provide all immediate verbal notification to appropriate jurisdictional agencies.
- 20 The EHS Coordinator will determine the necessity and contact the designated spill remediation contractor.
- 21 The EHS Coordinator will complete and submit appropriate written notifications to appropriate agencies, if necessary.
- 22 The EHS Coordinator will keep the incident on record, and coordinate appropriate follow up and/or corrective actions.

Incident Prevention Practices (Common examples that may or may not apply based on site operations and conditions)**PREVENTION**

Visual Observations of: Storage facilities, transfer pipelines, loading and unloading areas, and waste handling and storage areas.

Detailed Inspections of: Pipes, pumps, valves, tanks for stormwater systems, drainage ditches, and material and waste systems leaks and corrosion; stockpiles and dry material storage for windblown; supports, foundations, containment, shipping containers for damage or deterioration; walls and ground surface for staining.

Monitoring: Liquid-level detectors, alarm systems, pressure and temperature gauges, analytical testing instrumentation, pressure drop shut-off devices, flow meters, valve positioning indicators, equipment operational lights, excess-flow valves, automatic runoff diversion devices, routine sample collection, redundant instrumentation, and records.

Nondestructive Testing: Hydrostatic pressure, acoustical emission, radiographic, magnetic particle, liquid penetration, and tank testing.

ULTIMATE DISPOSITION

Thermal oxidation, land disposal, recycling, recovery, reuse, or detoxification.

CONTAINMENT

Secondary: Dikes, curbs, depressed areas, storage basins, sumps, drip pans, liners, double piping, sewer collection systems.

Flow Diversion: Trenches, drains, graded pavement, grating, overflow structures, sewers, culverts.

Vapor Control: Water spray, vapor space, vacuum exhaust.

Dust Control: Hoods, cyclone collectors, bag-type collectors, filters, negative-pressure systems, and water spraying.

Sealing: Foamed plastic compounds for plugging leaks.

MITIGATION

Employee training, preventative maintenance, and good housekeeping.

Labeling and warning signs, vehicle placement, and covering.

Pneumatic/vacuum conveyance.

Mechanical, physical, and chemical clean-up.

Use of sorbents, gelling agents, and foams.

Volatilization, carbon absorption, coagulation, precipitation, neutralization, ion exchange, chemical oxidation, and biological treatment.

APPENDIX B: INSPECTION FORMS AND TRAINING RECORDS

B.1 Inspection Forms

B.2 Training Records

APPENDIX B.1: INSPECTION FORMS

STORMWATER VISUAL SITE INSPECTION REPORT

Note: It is a condition of Pennsylvania's National Pollutant Discharge Elimination System (NPDES) PAG-03 permit that at least semiannual visual inspections occur.

Project Site Name: _____ Date: _____ Inspection #: _____

Time: _____ Weather: _____

Permit #: _____ SIC Code: _____ Photos Taken: Yes ☐ No ☐

Inspector/Title: _____

Municipality(s): _____ County(s): _____

Description of industry: _____

Inspection Type (check all that apply):
Routine ☐ Semiannual ☐ Stormwater Event ☐

		Y	N
1.	Description of stormwater management practices, erosion & sedimentation control practices, and other structural control measures that are in place to control pollutants from running off-site.		
2.	Spill kit(s) available?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Condition of outdoor AST(s)? (Deterioration/leaks, secondary containment?)		
4.	Are good housekeeping practices being maintained? (Litter is picked up, etc.?)	<input type="checkbox"/>	<input type="checkbox"/>
5.	Site is free from evidence of erosion problems?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Site is free from evidence of blowing or tracking from areas of no exposure to areas exposed to stormwater?	<input type="checkbox"/>	<input type="checkbox"/>
7.	Site is free from evidence of non-stormwater discharges from the site?	<input type="checkbox"/>	<input type="checkbox"/>
8.	Site is free from excessive dust from industrial operations?	<input type="checkbox"/>	<input type="checkbox"/>
9.	Site has no raw materials/products/wastes exposed to stormwater?		
	Notes:		

APPENDIX B.2: TRAINING RECORDS

APPENDIX C: SAFETY DATA SHEETS

All SDSs are maintained at the Facility.

APPENDIX D: SPILL REPORTING FORMS/POLLUTION INCIDENT HISTORY

Spill reporting forms will be completed and maintained in this Appendix of the PPC Plan.

A sample form is included; however, the PADEP website should be checked for any updates prior to use

NOTIFICATION OF RELEASE (*Owners and Operators*)

FACILITY I.D. NUMBER _____

☐ Initial
☐ Follow-Up

NOTIFICATION OF CONTAMINATION (*Certified Installers and Inspectors*)

INFORMATION FOR OWNERS AND OPERATORS (O/O)

The Storage Tank Program's Corrective Action Process (CAP) regulations establish requirements for owners and operators of storage tank systems and storage tank facilities to report confirmed releases and, in certain cases, suspected releases.

Suspected Release Reporting: Upon the completion of a suspected release investigation from which it could not be determined whether a release has occurred, the owner or operator must, within 15 days of the indication of the suspected release, complete and submit this form to the appropriate regional office of the Department (Subsection 245.304(c)(2)).

Confirmed Release Reporting: The owner or operator must notify the appropriate regional office of the Department by telephone as soon as practicable, but no later than 24 hours, after the confirmation of a release (Subsections 245.305(a) and (b)). Within 15 days of that telephone notification, the owner or operator must complete and submit this form to the appropriate regional office of the Department, to each municipality in which the release occurred, and to each municipality where that release has impacted environmental media or water supplies, buildings, or sewer or other utility lines (Subsections 245.305(c) and (e)). And if new impacts to environmental media or water supplies, buildings, or sewer or other utility lines are discovered after that initial written notification, the owner or operator must, within 15 days of the discovery of the new impact, complete and submit this form to the Department and to each impacted municipality (Subsections 245.305(d) and (e)).

INFORMATION FOR CERTIFIED INSTALLERS AND INSPECTORS (I/I)

In accordance with the Storage Tank Program's certification regulations, certified installers and inspectors must complete and submit this form to the Department within 48 hours of observing any of the following while performing services as a certified installer or inspector: a release of a regulated substance; suspected or confirmed contamination of soil, surface or groundwater from regulated substances; or a regulated substance in a containment structure or facility (Subsections 245.132(a)(4) and 245.132(a)(6)).

INSTRUCTIONS

Record the storage tank facility I.D. number at the top right-hand corner of each page of this form.

Owners and Operators (O/O): Indicate if this is an initial or follow-up notification by marking the appropriate box found in the top right-hand corner of this page.

- To report a Suspected Release, complete all information in Sections I, II, IIIA, IIIC, VI, VIII and IX.
- To report a Confirmed Release, complete all information in Sections I, II, IIIA, IIIB, IIIC, IV, V, VIII and IX.

Certified Installers and Inspectors (I/I): Complete all information in Sections I, II, IIIA, IIIC, VI or VII, VIII, and IX. Attach a copy of the failed, valid tightness test results, if applicable.

PLEASE SEND COMPLETED ORIGINAL FORM TO:

PA Department of Environmental Protection
Environmental Cleanup and Brownfields Program
Storage Tank Section

(and the appropriate address below, depending on where the FACILITY is located)

<p>Northwest Region 230 Chestnut Street Meadville, PA 16335-3481 PHONE: 814-332-6945 / 800-373-3398 FAX: 814-332-6121 Counties: Armstrong, Butler, Clarion, Crawford, Elk, Erie, Forest, Indiana, Jefferson, Lawrence, McKean, Mercer, Venango, Warren</p>	<p>North-central Region 208 W. Third Street, Suite 101 Williamsport, PA 17701 PHONE: 570-327-3636 FAX: 570-327-3420 Counties: Bradford, Cameron, Centre, Clearfield, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga, Union</p>	<p>Northeast Region 2 Public Square Wilkes-Barre, PA 18701-1915 PHONE: 570-826-2511 FAX: 570-820-4907 Counties: Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne, Wyoming</p>
<p>Southwest Region 400 Waterfront Drive Pittsburgh, PA 15222 PHONE: 412-442-4000 FAX: 412-442-4194 Counties: Allegheny, Beaver, Cambria, Fayette, Greene, Somerset, Washington, Westmoreland</p>	<p>South-central Region 909 Elmerton Avenue Harrisburg, PA 17110 PHONE: 717-705-4705 / 800-541-2050 FAX: 717-705-4830 Counties: Adams, Bedford, Berks, Blair, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry, York</p>	<p>Southeast Region 2 East Main Street Norristown, PA 19401 PHONE: 484-250-5900 FAX: 484-250-5961 Counties: Bucks, Chester, Delaware, Montgomery, Philadelphia</p>

I. FACILITY INFORMATION (Both O/O and I/I)			II. OWNER/OPERATOR INFORMATION (Both O/O and I/I)		
Facility Name _____		Facility I.D. Number _____	Owner Name _____		
Street Address (P.O. Box not acceptable) _____			Address _____		
City _____	State _____	Zip Code _____	City _____ State _____ Zip Code _____		
County _____		Municipality _____	Telephone Number _____ () -		
Contact Person _____		Telephone Number _____ () -	Operator Name _____ Telephone Number _____ () -		

III. REGULATED SUBSTANCE INFORMATION					
A. Type of Product(s) Involved (Mark All That Apply <input checked="" type="checkbox"/>): <u>Both O/O and I/I</u>		B. Quantity (Gallons) of Product(s) Released: <u>O/O Only</u>		C. Contamination Suspected [S] or Confirmed [C] (Mark All That Apply <input checked="" type="checkbox"/>): <u>Both O/O and I/I</u>	
Leaded Gasoline	<input type="checkbox"/> [S] .....	..... [C]
Unleaded Gasoline	<input type="checkbox"/> [S] .....	..... [C]
Aviation Gasoline	<input type="checkbox"/> [S] .....	..... [C]
Kerosene	<input type="checkbox"/> [S] .....	..... [C]
Jet Fuel	<input type="checkbox"/> [S] .....	..... [C]
Diesel Fuel	<input type="checkbox"/> [S] .....	..... [C]
New Motor Oil	<input type="checkbox"/> [S] .....	..... [C]
Used Motor Oil	<input type="checkbox"/> [S] .....	..... [C]
Fuel Oil No. 1	<input type="checkbox"/> [S] .....	..... [C]
Fuel Oil No. 2	<input type="checkbox"/> [S] .....	..... [C]
Fuel Oil No. 4	<input type="checkbox"/> [S] .....	..... [C]
Fuel Oil No. 5	<input type="checkbox"/> [S] .....	..... [C]
Fuel Oil No. 6	<input type="checkbox"/> [S] .....	..... [C]
Other (Specify)	<input type="checkbox"/> [S] .....	..... [C]
Unknown	<input type="checkbox"/> [S] .....	..... [C]

IV. CONFIRMED RELEASE INFORMATION (O/O Only)	
Date Release was Confirmed: _____ <div style="text-align: center;"> _____ m d y </div>	Date Owner/Operator Sent Copy of this Written Notification to Local Municipality(ies) and Name of Municipality(ies) Notified: Date: _____ Municipality: _____ Date: _____ Municipality: _____
Date Owner/Operator Verbally Notified Appropriate Regional Office of Confirmed Release and Office Notified: Date: _____ Office: _____	

Source (Mark All That Apply <input checked="" type="checkbox"/>):	How Discovered (Mark All That Apply <input checked="" type="checkbox"/>):	Environmental Media Affected and Impacts (Mark All That Apply <input checked="" type="checkbox"/>):
Tank (DEP Assigned Nos.) <input type="checkbox"/>	During Closure <input type="checkbox"/>	Soil <input type="checkbox"/>
Piping System (Aboveground Regulated) <input type="checkbox"/>	Lining Installation <input type="checkbox"/>	Sediment <input type="checkbox"/>
Piping System (Underground Regulated) <input type="checkbox"/>	Routine Leak Detection <input type="checkbox"/>	Surface Water <input type="checkbox"/>
Piping System (Non-Regulated) <input type="checkbox"/>	Third Party Inspection <input type="checkbox"/>	Ground Water <input type="checkbox"/>
Dispenser/Dispensing Equipment <input type="checkbox"/>	Tightness Testing Activities <input type="checkbox"/>	Bedrock <input type="checkbox"/>
Spill Prevention Equipment <input type="checkbox"/>	Visible Product or Odor Reports <input type="checkbox"/>	Water Supplies <input type="checkbox"/>
Submersible Turbine Pump Head/Fittings <input type="checkbox"/>	Water in Tank <input type="checkbox"/>	Vapors/Product in Buildings <input type="checkbox"/>
Containment/Sump Failure <input type="checkbox"/>	Construction <input type="checkbox"/>	Vapors/Product in Sewer/Utility Lines <input type="checkbox"/>
Other (Specify) <input type="checkbox"/>	Upgrade/Repair <input type="checkbox"/>	Ecological Receptors <input type="checkbox"/>
Unknown <input type="checkbox"/>	Supply Well Sample Results <input type="checkbox"/>	
Cause (Mark All That Apply <input checked="" type="checkbox"/>):	Monitoring Well Sample Results <input type="checkbox"/>	
Faulty Installation <input type="checkbox"/>	Property Transfer <input type="checkbox"/>	
Corrosion <input type="checkbox"/>	Other (Specify) <input type="checkbox"/>	
Physical/Mechanical Failure <input type="checkbox"/>	Unknown <input type="checkbox"/>	
Spill During Delivery <input type="checkbox"/>		
Overfill at Delivery <input type="checkbox"/>		
Vehicle Gas Tank Overfill <input type="checkbox"/>		
Product Delivery Hose Rupture <input type="checkbox"/>		
Accident/Natural Disaster <input type="checkbox"/>		
Other (Specify) <input type="checkbox"/>		
Unknown <input type="checkbox"/>		

V. INTERIM REMEDIAL ACTIONS (O/O Only)Indicate the Interim Remedial Actions Planned, Initiated or Completed (Mark All That Apply ☒):

	Planned	Initiated	Completed	Not Applicable
Regulated Substance Removed from Storage Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire, Explosion and Safety Hazards Mitigated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contaminated Soil Excavated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Free Product Recovered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supplies Identified and Sampled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary Water Supplies Provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI. SUSPECTED RELEASE / CONTAMINATION INFORMATION (Both O/O and I/I)Date the Indication of a Suspected Release / Contamination was Observed: ____ / ____ / ____
m d yIndication of Suspected Release / Contamination (Mark All That Apply ☒):

- | | |
|---|--|
| <input type="checkbox"/> Unusual Level of Vapors | <input type="checkbox"/> Containment Sump Test Failure |
| <input type="checkbox"/> Erratic Behavior of Product Dispensing Equipment | <input type="checkbox"/> Spill Prevention Equipment Test Failure |
| <input type="checkbox"/> Release Detection Results Indicate a Release | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Discovery of Holes in the Storage Tank | |

VII. CONFIRMED CONTAMINATION INFORMATION (I/I Only)Date the Confirmed Contamination was Observed: ____ / ____ / ____
m d yExtent of Confirmed Contamination (Mark All That Apply ☒):

- | | |
|--|--|
| <input type="checkbox"/> Product Stained or Product Saturated Soil or Backfill | <input type="checkbox"/> Free Product or Sheen on the Ground Water Surface |
| <input type="checkbox"/> Ponded Product | <input type="checkbox"/> Free Product or Sheen on Surface Water |
| <input type="checkbox"/> Free Product or Sheen on Ponded Water | <input type="checkbox"/> Other (Specify) _____ |

VIII. ADDITIONAL INFORMATION (Both O/O and I/I)

Provide any additional, relevant, available information concerning the release or contamination. If reporting a confirmed release, include specific details about the source and cause of the release, the affected environmental media, and any impacts to water supplies, buildings, or sewer or other utility lines. Owners or Operators reporting a suspected release should describe what procedures were followed to investigate the indication(s) of the suspected release noted in Section VI. Provide both DEP-assigned and owner/operator-assigned tank number(s), where applicable. Use additional 8½" x 11" sheets of paper, if necessary.

IX. CERTIFICATION (Both O/O and I/I)**OWNER OR OPERATOR CERTIFICATION**

I, _____, hereby certify, under penalty of law as provided in 18 Pa.
(Print Name)

C.S.A. §4904 (relating to unsworn falsification to authorities) that I am the owner or operator of the above referenced storage tank facility and that the information provided by me in this notification is true, accurate and complete to the best of my knowledge and belief.

Signature of Owner or Operator

_____/_____/_____
Date

CERTIFIED INSTALLER CERTIFICATION

I, _____, hereby certify, under penalty of law as provided in 18 Pa.
(Print Name)

C.S.A. §4904 (relating to unsworn falsification to authorities) that I am the certified installer who performed tank handling activities at the above referenced storage tank facility and that the information provided by me in this notification is true, accurate and complete to the best of my knowledge and belief.

Signature of Certified Installer

_____/_____/_____
Date

Installer Certification Number

Company Certification Number

CERTIFIED INSPECTOR CERTIFICATION

I, _____, hereby certify, under penalty of law as provided in 18 Pa.
(Print Name)

C.S.A. §4904 (relating to unsworn falsification to authorities) that I am the certified inspector who performed inspection activities at the above referenced storage tank facility and that the information provided by me in this notification is true, accurate and complete to the best of my knowledge and belief.

Signature of Certified Inspector

_____/_____/_____
Date

Inspector Certification Number

Company Certification Number

**APPENDIX E: CERTIFICATION OF THE APPLICABILITY OF THE
SUBSTANTIAL HARM CRITERIA CHECKLIST**

CERTIFICATION OF THE APPLICABILITY OF THE SUBSTANTIAL HARM CRITERIA CHECKLIST

Facility Name Ecore International, York Facility
Location 76 Acco Drive York, PA 17402

1. Does the Facility transfer oil over water to or from vessels **and** does the Facility have a total oil storage capacity greater than or equal to 42,000 gallons? ☐ Yes ☒ No
2. Does the Facility have a total oil storage capacity greater than or equal to 1 million gallons **and** does the Facility lack secondary containment that is sufficiently large to contain the capacity of the largest aboveground oil storage tank plus sufficient freeboard to allow for precipitation within any aboveground oil storage tank area? ☐ Yes ☒ No
3. Does the Facility have a total oil storage capacity greater than or equal to 1 million gallons **and** is the Facility located at a distance (as calculated using the formula in Attachment C-III, Appendix C, 40 CFR 112 or a comparable formula¹) such that a discharge from the Facility could cause injury to fish and wildlife and sensitive environments? For further description of fish and wildlife and sensitive environments, see Appendices I, II, and III to DOC/NOAA's "Guidance for Facility and Vessel Response Environments" (Section 10, Appendix E, 40 CFR 112 for availability) and the applicable Area Contingency Plan. ☐ Yes ☒ No
4. Does the Facility have a total oil storage capacity greater than or equal to 1 million gallons **and** is the Facility located at a distance (as calculated using the appropriate formula (Attachment C-III, Appendix C, 40 CFR 112 or a comparable formula¹) such that a discharge from the Facility would shut down a public drinking water intake²? ☐ Yes ☒ No
- ¹ If a comparable formula is used, documentation of the reliability and analytical soundness of the comparable formula must be attached to this form.
- ² For the purposes of 40 CFR 112, public drinking water intakes are analogous to public water systems as described at 40 CFR 143.2(c).
5. Does the Facility have a total oil storage capacity greater than or equal to 1 million gallons **and** has the Facility experienced a reportable oil spill in an amount greater than or equal to 10,000 gallons within the last 5 years? ☐ Yes ☒ No

Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate and complete.

Signature 

Name (print or type) Jeff Jarkis

Title Plant Manager

Date 3-20-2023

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March 2023

ECORE INTERNATIONAL

Preparedness, Prevention, and Contingency (PPC) Plan

Ecore York



PROJECT NUMBER:

0240449

PROJECT CONTACT:

Gregory J. Gromicko, PE, MBA

EMAIL:

greg.gromicko@powereng.com

PHONE:

717-942-1201



Preparedness, Prevention, and Contingency Plan
Ecore York

PREPARED FOR: ECORE INTERNATIONAL
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TABLE OF CONTENTS

1.0	DESCRIPTION OF FACILITY.....	1
1.1	DESCRIPTION OF THE INDUSTRIAL OR COMMERCIAL ACTIVITY	1
1.2	DESCRIPTION OF EXISTING EMERGENCY RESPONSE PLANS.....	1
1.3	MATERIAL AND WASTE INVENTORY	2
1.4	POLLUTION INCIDENT HISTORY	3
1.5	IMPLEMENTATION SCHEDULE FOR PLAN ELEMENTS NOT CURRENTLY IN PLACE	3
2.0	DESCRIPTION OF HOW PLAN IS IMPLEMENTED BY ORGANIZATION	4
2.1	ORGANIZATIONAL STRUCTURE OF FACILITY FOR IMPLEMENTATION	4
2.2	LIST OF EMERGENCY COORDINATORS.....	4
2.3	DUTIES AND RESPONSIBILITIES OF THE COORDINATOR.....	4
2.4	CHAIN OF COMMAND	5
3.0	SPILL LEAK PREVENTION AND RESPONSE	6
3.1	PRE-RELEASE PLANNING	6
3.2	MATERIAL COMPATIBILITY	7
3.3	INSPECTION AND MONITORING PROGRAM.....	7
3.4	PREVENTIVE MAINTENANCE.....	8
3.5	HOUSEKEEPING PROGRAM.....	8
3.6	SECURITY	9
3.7	EXTERNAL FACTOR PLANNING	10
3.8	EMPLOYEE TRAINING PROGRAM	10
4.0	COUNTERMEASURES	11
4.1	COUNTERMEASURES TO BE UNDERTAKEN BY FACILITY	11
4.2	COUNTERMEASURES TO BE UNDERTAKEN BY CONTRACTORS.....	12
4.3	INTERNAL AND EXTERNAL COMMUNICATIONS AND ALARM SYSTEMS	12
4.4	EVACUATION PLAN FOR INSTALLATION PERSONNEL	14
4.5	EMERGENCY EQUIPMENT AVAILABLE FOR RESPONSE	14
5.0	EMERGENCY SPILL CONTROL NETWORK	16
5.1	ARRANGEMENTS WITH LOCAL EMERGENCY RESPONSE AGENCIES	16
5.2	NOTIFICATION LISTS	16
5.3	DOWNSTREAM NOTIFICATION REQUIREMENT FOR STORAGE TANKS	16
6.0	STORMWATER MANAGEMENT PRACTICES.....	17
6.1	STORMWATER MANAGEMENT PRACTICES	17
7.0	SEDIMENT AND EROSION PREVENTION.....	19
8.0	ADDITIONAL REQUIREMENTS FOR EPCRA, SECTION 313 FACILITIES.....	20
9.0	CERTIFICATION REQUIREMENTS FOR NON-STORMWATER DISCHARGES.....	21
10.0	SIGNATORY REQUIREMENTS.....	22
10.1	MANAGEMENT APPROVAL.....	22
10.2	PROFESSIONAL ENGINEER CERTIFICATION.....	23
11.0	REFERENCES.....	24

TABLES:

TABLE 1	CHEMICAL/MATERIAL STORAGE INVENTORY	25
TABLE 2	PLAN REVIEW AND REVISION LOG	26
TABLE 3	SPILL RESPONSE PROCEDURES.....	27
TABLE 4	NOTIFICATION LIST FOR FEDERAL, STATE, AND LOCAL EMERGENCY RESPONSE AGENCIES	28

FIGURES:

FIGURE 1	SITE LOCATION MAP.....	31
FIGURE 2	FACILITY LAYOUT.....	33
FIGURE 3	NEARBY HOSPITALS	35

APPENDICES:

APPENDIX A:	QUICK SHEET
APPENDIX B:	INSPECTION FORMS AND TRAINING RECORDS
APPENDIX B.1:	INSPECTION FORMS
APPENDIX B.2:	TRAINING RECORDS
APPENDIX C:	SAFETY DATA SHEETS
APPENDIX D:	SPILL REPORTING FORMS/POLLUTION INCIDENT HISTORY
APPENDIX E:	CERTIFICATION OF THE APPLICABILITY OF THE SUBSTANTIAL HARM CRITERIA CHECKLIST

ACRONYMS AND ABBREVIATIONS

AST	Aboveground Storage Tank
CFR	Code of Federal Regulations
EHS	Environmental Health and Safety
EPCRA	Emergency Planning and Community Right-to-Know Act
FRP	Facility Response Plan
IDLH	Immediate Danger to Life and Health
NPDES	National Pollutant Discharge Elimination System
PADEP	Pennsylvania Department of Environmental Protection
PPC	Preparedness, Prevention, and Contingency
SDS	Safety Data Sheet
SPCC	Spill Prevention, Control, and Countermeasure
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey

1.0 DESCRIPTION OF FACILITY

1.1 Description of the Industrial or Commercial Activity

Ecore International's York facility (Ecore York) is a manufacturing operation that specializes in creating sustainable rubber-based flooring from recycled tractor-trailer tires. The general process is the tractor-trailer tires are first ground into a base material known as crumb rubber, and then the crumb rubber is mixed with polymer and other potential colored rubber additives, EPDM, to create the final product. The combination results in a final product that is a unique, durable flooring system. The final product is placed into rolls that can be cut into the specific lengths or dimensions that the customer requests, or into standard lengths that are shipped directly to customers.

The Facility's Standard Industrial Classification (SIC) Code is 3069 for *Fabricated Rubber Products Not Elsewhere Classified*, and the North American Industry Classification System (NAICS) Code is 326299 for *All Other Rubber Product Manufacturing*. The Facility currently employs over 160 people, of which approximately 85 work first shift hours, approximately 45 work second shift hours, and approximately 35 work third shift hours.

Figure 1 and **Figure 2** show the location, details, and surrounding areas for the Facility. **Figure 2** also serves as the Facility Diagram required by 40 CFR 112.7(a)(3) of the Spill Prevention, Control, and Countermeasure (SPCC) rule. The following provides Facility information relevant to the SPCC rule.

Facility Name	Ecore York
Facility Address	76 Acco Drive, York, PA 17402
Facility Location	39.5539 N Latitude; -76.4119 W Longitude
Facility County	York County
Owner/Operator Name	Ecore International Inc.
Owner/Operator Address	76 Acco Drive, York, PA 17402
Process Description	Rubber product manufacturing
Bulk Storage Containers	<ul style="list-style-type: none"> • Aboveground Storage Tanks (ASTs) • Totes (various) • Drums (various)
Flow-Through Process Vessels	<ul style="list-style-type: none"> • None
Oil-Filled Operational Equipment	<ul style="list-style-type: none"> • None
Oil-Containing Piping	<ul style="list-style-type: none"> • None
Oil Loading Racks	There is no "loading rack" as defined in the SPCC rule.
Facility Drainage	Runoff from the Facility flows via sheet flow and through five outfalls to surface waters, primarily to tributaries of Codorus Creek.

1.2 Description of Existing Emergency Response Plans

This Preparedness, Prevention, and Contingency (PPC) Plan has been prepared in accordance with the requirements described in the Pennsylvania Department of Environmental Protection (PADEP) *Guidelines for the Development and Implementation of Environmental Emergency Response Plans*, Document ID 400-2200-001, August 6, 2005. The PADEP guidance was designed to combine all state and federal laws and regulations dealing with emergency planning and response and pollution prevention and contingency planning requirements for all activities to be carried out in the Commonwealth of Pennsylvania.

Incorporated in the PADEP guidance are various SPCC Plan regulations including *Code of Federal Regulations (CFR) 40 CFR 112*, regarding the Federal Clean Water Act. The PPC Plan regulations include multiple *25 PA Code Chapters and 40 CFR 125 Subpart K* regarding solid waste management and clean water. Spill Prevention Response (SPR) Plan regulations include *Act 32-1989* regarding the storage tank program, and Facility Response Plan (FRP) regulations are included in *40 CFR 112* regarding the Oil Pollution Act.

Except as provided in *40 CFR 112.1(d)*, a Facility must prepare an SPCC Plan in accordance with *40 CFR 112* if the Facility could reasonably be expected to discharge oil in quantities that may be harmful, as described in *40 CFR 110*, into or upon navigable waters of the United States. The purpose of an SPCC Plan is to establish engineering and management procedures, methods, equipment, and other requirements to prevent the discharge of oil. In addition, an SPCC Plan must also address countermeasures for oil discharge discovery, response, and cleanup.

The Ecore York is a “Facility” as defined in *40 CFR 112.2* of the SPCC rule, with aggregate aboveground oil storage capacity in excess of the rule threshold (1,320 gallons). Although not likely, the Facility could possibly discharge oil in quantities that could be harmful, as described in *40 CFR 110*, into or upon navigable waters of the United States. Since no exception to the SPCC rule applies to the Facility, the Facility must prepare a written SPCC Plan. The Facility is subject to requirements for Onshore Facilities under *§112.8*. The Facility does not meet the criteria of a Tier I or Tier II “Qualified Facility” as defined in *§ 112.3(g)*.

A Facility that is required to prepare an SPCC Plan may also be required to prepare an FRP under *40 CFR § 112.20*. The Substantial Harm Criteria Checklist in **Appendix E** of the SPCC rule must be completed to determine whether a Facility must prepare an FRP. As recorded in the Certification of the Applicability of the Substantial Harm Criteria Checklist (**Appendix E**), the Facility is not required to prepare an FRP.

This PPC Plan has been prepared in conformance with the U.S. Environmental Protection Agency’s (USEPA’s) SPCC Plan requirements as described in *40 CFR 112*, as amended. This PPC plan also incorporates the following federal and state requirements regarding spill prevention and response:

- *40 CFR 110* – Discharge of Oil

In accordance with the SPCC regulations, *40 CFR 112.3(e)*, the PPC Plan is to be maintained at the Facility and must be available for inspection during working hours. The PPC Plan is to be amended in accordance with the requirements in *40 CFR 112.7* when there is a change in the Facility design, construction, operation, or maintenance that materially affects its potential for a discharge as described in *40 CFR 112.1(b)*. Additionally, a complete review and evaluation of the plan is required at least every five years. Except as provided in *40 CFR 112.6*, a Professional Engineer (PE) is to certify any technical amendments to the plan in accordance with *40 CFR 112.3(d)* as required by *40 CFR 112.5(c)*. Technical amendments include any change involving oil containers, secondary containment, or inspection procedures. Name and phone number changes do not require a technical amendment.

1.3 Material and Waste Inventory

The Facility stocks a limited amount of hazardous chemicals. Most hazardous chemicals are stored in containers of 55-gallon drums, 275-gallon intermediate bulk containers (IBCs), or polymer storage tanks. Chemicals stored in larger quantities consist of polymers and waste oil/heating fuel - both of which are included in **Table 1**. These chemicals are stored inside. Copies of the safety data sheets (SDSs) for all chemicals found onsite are maintained on Ecore’s internal management page through a service known as

MSDS Online, which is dually managed by Ecore's laboratory. Access to MSDS Online is available to all employees on any Ecore computer or machinery computer during normal business hours. **Appendix C** references the SDS list. **Table 1** highlights chemicals, materials, and wastes which may be located or generated at the Facility. This PPC Plan will be revised accordingly to reflect changes to location, method of storage, and maximum quantity stored onsite, as needed. This PPC Plan will also be updated if additional chemicals are used at the Facility.

1.4 Pollution Incident History

There have been no reportable incidents at the Facility. Superficial releases are addressed through the use of absorbent materials and other spill kit equipment.

Appendix D contains a PADEP spill reporting form to be utilized and completed in the event of any future reportable incidents at the Facility. Copies of any completed forms are to be maintained in **Appendix D** and serve as the pollution incident history for the Facility.

1.5 Implementation Schedule for Plan Elements Not Currently in Place

Elements contained in this PPC Plan are to be incorporated into the current materials and equipment storage activities at the Facility within six months of signed authorization by management. The following will trigger future timely PPC Plan revisions:

- Revision of applicable PADEP regulations;
- Current PPC Plan failure in the event of an emergency or during a safety drill;
- The Facility changes in design, construction, operation, maintenance, or other circumstances in a manner that materially increases the potential for fires, explosions, or releases of toxic or hazardous constituents; or which changes the response necessary in an emergency;
- Contact information for Chain-of-Command changes;
- The list of emergency equipment changes; and/or
- Items otherwise required by the PADEP.

The Pollution Prevention Team will be responsible for updating this PPC Plan as specified above. Specific sections within this PPC Plan that would typically require routine updating correspond to:

- Section 1.1 – Description of the Industrial or Commercial Activity;
- Section 1.4 – Pollution Incident History;
- Section 2.4 – Chain of Command;
- Section 4.2 – Countermeasures to be Undertaken by Contractors;
- Section 5.1 – Arrangements with Local Emergency Response Agencies;
- Section 5.3 – Downstream Notification Requirement for Storage Tanks (if applicable);
- All Tables; and All Appendices, including the Quick Sheet.

A record of the PPC updates or amendments is provided in **Table 2**.

2.0 DESCRIPTION OF HOW PLAN IS IMPLEMENTED BY ORGANIZATION

2.1 Organizational Structure of Facility for Implementation

The organizational structure for the Facility includes distinct roles, Chain-of-Command, and their corresponding responsibilities. Site-specific information covered under this PPC Plan is summarized in the Quick Sheet in **Appendix A**, including contact information for specific personnel assigned to key positions for developing, implementing, and maintaining the PPC Plan.

The Pollution Prevention Team will administer this PPC Plan at the Facility level. The Facility's management team has the overall responsibility for ensuring that the capital and manpower resources required by this PPC Plan are available.

2.2 List of Emergency Coordinators

A list of emergency coordinators, who make up the Pollution Prevention Team, is included in the Quick Sheet in **Appendix A**. An emergency coordinator is to be on-site or on-call at all times. The emergency coordinator shall be familiar with this PPC Plan and all aspects of operation at the Facility and will have the authority to commit the necessary resources required to implement this PPC Plan.

2.3 Duties and responsibilities of the Coordinator

EHS Coordinator: The EHS Coordinator is the primary, on-site contact for all incidents, emergencies, spills, or malfunctions. The primary responsibility of the EHS coordinator is to assume a position of incident commander to assess the severity of the specific situation and coordinate control, remediation, and/or emergency evacuation activities. The duties of the EHS Coordinator include: identification of materials handled (updates to material inventory), identification of potential spill and release sources (risk assessment), establishment of spill reporting procedures, and on-site training for Facility staff and contractors. In the event of a spill or release, the EHS Coordinator will respond to the situation in accordance with the spill response procedures detailed in this PPC Plan. A complete copy of this PPC Plan is maintained at the Facility. This PPC Plan is available to all Facility personnel and subcontractors; anyone handling chemicals on site is to be familiar with its provisions.

The EHS Coordinator, in consultation with the EHS Advisor (see below), will notify the appropriate response agencies (i.e., PADEP) in accordance with the spill response notification procedures detailed in Section 4.3.

It is the responsibility of the EHS Coordinator to assess the incident to determine the appropriate actions and to take all reasonable measures (Section 4.1) to stabilize the situation. If the EHS Coordinator determines that Facility personnel are not adequately trained to contain a spill or release or to conduct cleanup activities, the EHS Coordinator will coordinate with contractors to mobilize the appropriate personnel. Contact information for emergency coordinators is provided in **Appendix A** on the Quick Sheet.

Once a release has been contained, cleaned up, and documented by Facility personnel or contractors, and any required verbal and written notifications have been made, the EHS Coordinator will take the following actions:

- If the release is reportable, prepare a spill report and file it with the PPC Plan. Spill report forms are included in **Appendix D** of this PPC Plan and updated accordingly;
- Ensure that any equipment or supplies used during cleanup of a spill or release are adequately decontaminated and/or restocked so that appropriate equipment and supplies will be readily available in the event of another spill or release (see Section 4.5);
- Verify that any waste material generated is properly containerized, labeled, and stored for characterization and disposal (Section 3.5);
- Review the cause and response to the release with supervisors, witnesses, and contractors, if appropriate. Determine additional requirements necessary to prevent recurrence of the incident, and discuss those measures (and lessons learned) with Facility personnel during regularly scheduled briefings and trainings; and
- Amend the PPC Plan as necessary and in accordance with the schedule described in Section 1.2.

The EHS Coordinator reviews and maintains all EHS-related documentation pertaining to the Facility and is responsible for developing, implementing, maintaining, and updating this PPC Plan.

EHS Advisor: The EHS Advisor provides EHS support to the company and the EHS Coordinator and may share responsibility for any outside agency notification as indicated by this PPC Plan. The EHS Advisor ensures that all PPC Plan goals are met and coordinates all corporate support activities in response to Facility emergencies, including the notification of local, state, and federal entities if needed. The EHS Advisor assists in updating training procedures and incorporates improvements into standard operating procedures.

In the event the EHS Coordinator is unable to perform their duties due to unforeseen circumstances, the EHS Advisor shall assume this role. Contact information for the EHS Advisor is provided in **Appendix A** on the Quick Sheet.

2.4 Chain of Command

Below is the internal chain of command list for the Facility. This internal chain of command list is to be posted on bulletin board(s) or other conspicuous location(s) around the Facility.

- Tim Haertter, EHS Manager (**EHS Coordinator**)
(717) 490-8948, cell (717) 538-2900
- Matt Stetter, EHS Specialist (**EHS Advisor**)
(717) 699-7859 Extension 1819, cell (717) 475-5553
- Jeff Narkis, Plant Manager (**EHS Advisor #2**)
(717) 699-7859 Extension 1828, cell (717) 465-1139

3.0 SPILL LEAK PREVENTION AND RESPONSE

3.1 Pre-Release Planning

Potential spills and releases are most likely to occur in storage or transfer areas. The greatest spill risks at the Facility are from polymer totes used for production at the mixer, polymer from large day tanks being pumped into the mixers, or from 55-G drum filling areas where secondary containers are filled. At secondary container filling stations and 55-G drum storage areas, buckets or drip trays are used to capture any excess spillage. Dumpsters are located at various points around the building for the segregation of solid waste by type and disposal destination. Propane canisters are located in cages around the perimeter of the buildings. Empty totes of polymer are moved to a designated location in the parking lot for removal/recycling. Bins of rubber scrap byproduct are stored inside where they remain until they are ready to pass through the reground process.

There are multiple ASTs onsite. The double-walled diesel AST is located outdoors, south of the building near the baghouses, protected by concrete and bollards. Other ASTs are located indoors and used for storage of polymer.

Totes and drums hold various chemicals in **Table 1**, which lists the chemicals and materials stored at the Facility in quantities equal to or greater than 55 gallons. The warehouse houses skids of Ecore's E Grip III, flooring adhesive.

Another possible source of a major spill is from a transient source, such as a vehicle that could spill fuel or oils onto the parking lot or transfer areas. The direction of contaminant flow that could result from equipment failure, accident, or human error will vary in different areas depending on the location of the spill within the Facility. The lack of floor drains indoors allows for spillage containment. For any spillage outdoors, potential impact to stormwater should be avoided with quick responsiveness.

Areas at the Facility with a potential for spills and leaks include the following locations:

- ASTs, tote, and drum storage areas;
- Loading/unloading areas;
- Maintenance areas;
- Cleaning supply storage areas.

Ecore follows stormwater management guidelines to minimize exposure and prevent spills. Some of these guidelines are:

- Use spill/overflow protection equipment.
- Maintenance and usage of this document.

The Facility employs several measures to prevent a discharge of oil. Specific measures are discussed in individual sections of this PPC Plan. In general:

- Spill kits and bags of absorbent are kept on-site, located near areas where spills may occur or where a rapid response can be made.
- The ASTs are provided adequate secondary containment and are located away from drains.

- Oil storage tanks are adequately sized to prevent overfilling and are gauged by personnel during filling activities.
- Tanks and oil-filled equipment are routinely inspected by Facility personnel.

3.2 Material Compatibility

Material compatibility is considered when storing chemicals. Neat and orderly chemical storage and proper labeling, as discussed in Section 3.5, reduce the risk of incompatible chemical interaction.

3.3 Inspection and Monitoring Program

Visual inspections of the ASTs and chemical storage/use areas and associated secondary containment areas are to be performed by appropriate Facility staff regularly. Facility staff are required to notify management when in-process leaks are identified. If a leak or spill were to occur, there are spill kits in place to maintain containment. During daily operations, Facility staff visually monitor for the following:

- Leaks from piping, pumps, valves, and fittings;
- Corrosion of tanks/totes/drums;
- Deterioration of tank supports and foundations;
- Evidence of spilled materials;
- Effectiveness of housekeeping;
- Damage to shipping/storage containers;
- Leaks, seeps, or overflows; and
- Breaches in any secondary containment devices.

40 CFR 112.7(h)(3) of the SPCC rule mandates that the Facility closely inspect for discharges from the lowermost drain and all outlets of tank trucks filling the tanks, and if necessary, ensure that they are tightened, adjusted, or replaced to prevent liquid discharge while in transit.

Additionally, the Facility will ensure, through visual monitoring, that diesel fuel trucks delivering oil to fill the ASTs do not overfill the tanks causing spillage. The tanks are not kept full as a matter of practice so overflowing is not likely. However, the EHS Coordinator or other responsible party should be present when the tank is filled and work with the tank truck driver to ensure clean transfer of oil to the tank while minimizing any spillage.

Per 40 CFR 112.8(c), Facility personnel inspect oil containers monthly in accordance with written procedures. Inspection procedures are contained in **Appendix B**. If a deficiency is noted during an inspection or test that could result in a discharge of oil, corrective action must be taken to address the deficiency. Records of inspections and corrective actions are to be maintained for at least three years.

Routine (at least semi-annually) checks shall be performed on all equipment to determine the physical condition of the equipment and instrumentation and the physical condition and levels of tanks/totes/drums. The intent of this semi-annual check is to detect any potential risks and implement immediate corrective action in accordance with this PPC Plan to prevent any spill or other emergency situation. A copy of an inspection form is included in **Appendix B**. The Facility's chemical inventory is ordered on an as-needed basis, which keeps the on-hand volumes low. Tracking of chemicals is possible through invoice review.

The Facility collects outfall samples semiannually per the PAG-03 NPDES General Permit. Semiannually, and at least once per year during a rain event, visual inspections are performed of the facility grounds, including the outfalls, any areas where industrial materials or activities are exposed to stormwater, any loading/ unloading/filling stations, and any other areas identified within this PPC Plan as a potential pollutant source. Additionally, the semiannual inspections include visual observations of the integrity of physical measures in place to prevent spills as well as inspection of any areas where spills or leaks have occurred in the past three years.

Based on the visual inspection, any potential pollutant sources identified, or control measures needed are to be revised as necessary within 15 days of the inspection. The revision will provide for PPC Plan changes in a timely manner, but in no case later than 90 days following the inspection. Visual inspections include review of areas contributing to stormwater discharges associated with industrial activity for evidence of, or the potential for, pollutants entering the drainage system. Measures to reduce pollutant loadings should be evaluated to determine whether additional control measures are needed. Structural stormwater management measures, sediment and erosion control measures, and other structural pollution prevention measures identified in the PPC Plan should be observed to ensure that they are correctly operating. A visual inspection of equipment needed to implement the PPC Plan, such as spill response equipment, should be made.

The Facility must prepare and submit an Annual Report to the PADEP to address activities conducted under the PAG-03 NPDES General Permit.

3.4 Preventive Maintenance

The Facility incorporates preventative maintenance as part of Facility operations by implementing inspections performed at least monthly by Facility staff as described in Section 3.3 (Inspection and Monitoring Program) of this PPC Plan. Any necessary adjustments, repairs, or replacements identified through these regular inspections shall be brought to the EHS Coordinator's attention and completed in a timely manner to minimize the potential release of materials, chemicals, or fluids to the environment.

In addition to the inspections noted above, Ecore performs routine maintenance of equipment and systems as per manufacturer specifications. Any necessary adjustments, repairs, or replacements as a result of routine maintenance shall be brought to the EHS Coordinator's attention and completed in a timely manner.

3.5 Housekeeping Program

Good housekeeping measures shall be enforced to reduce the possibility of accidental spills and safety hazards. The following measures shall be implemented:

- Maintain an organized inventory of materials on-site. Plainly label containers (e.g., used oil, spent solvents, fertilizers, and pesticides) that could be susceptible to spillage or leakage to encourage proper handling and facilitate rapid response if spills or leaks occur.
- Neat and orderly storage of all chemicals.
- Prompt removal of small spillage.
- Regular refuse pickup and disposal.
- Maintenance of dry, clean floors by use of brooms, vacuum cleaners, or cleaning machines.

- Provisions for the storage of containers or drums to prevent them from obstructing walkways within the facility.
- Store materials in appropriate containers.

Dry and liquid chemicals are to be collected to prevent possible travel into drains and potential discharge to other areas of the Facility or to the waters of the Commonwealth. All employees are responsible for Facility cleanup, organization, and adherence to this PPC Plan and company policies.

All wastes that are generated are to be handled and disposed of, in strict accordance with applicable PADEP regulations as required by *25 Pa. Code Chapter 91.34*. Collection and transportation of wastes, both liquid and solid, shall adhere to the standards contained in *25 Pa. Code Chapter 299.201 to 299.232*.

As a check, a member of the pollution prevention team walks the property at least monthly. That individual inspects and also disposes of any stray trash that is observed and looks for poor housekeeping conditions that may impact stormwater. This includes looking for oil spots, leaks, oily dirt, etc. If any condition is noted that cannot be fixed immediately, the responsibility is delegated to an appropriate employee.

Good housekeeping guidelines that are taken to manage stormwater are listed below:

- Clean up spills and leaks promptly using dry methods (e.g., absorbents) to prevent the discharge of pollutants to surface waters.
- Keep all dumpster lids closed when not in use. For dumpsters and roll-off boxes that do not have lids, ensure that discharges have a control (e.g., secondary containment, treatment).
- Implement a routine cleaning and maintenance program for all impervious areas of the facility where particulate matter, dust, or debris may accumulate to minimize the discharge of pollutants in stormwater. The cleaning and maintenance program must encompass, as appropriate, areas where material loading and unloading, storage, handling, and processing occur.
- Minimize the potential for waste, garbage, and floatable debris to be discharged by keeping exposed areas free of such materials, or by intercepting them before they are discharged.
- Label and track the recycling of waste material (e.g., used oil, spent solvents, batteries).
- Prohibit the practice of hosing down an area where the practice would result in the discharge of pollutants to a municipal or other stormwater collection system that conveys pollutants off-site without proper treatment.

3.6 Security

Chemicals are stored within closed buildings. There is a fence surrounding the entire facility with (2) gated access points to the building and (1) gated access points to the trailer storage yard. Additionally, building entrances are monitored via video cameras and require identification to gain access. External areas of the Facility maintain lighting during dark hours. These practices meet the requirements of *40 CFR 112.7(g)* requiring adequate security to secure and control access to the oil handling, processing, and storage areas including preventing unauthorized access.

3.7 External factor Planning

No critical operations carried out at the Facility rely on power for continued safe operation. The Facility does not have an emergency generator. However, it has three transformers. External factors, such as snowstorms, severe weather, or flooding are not expected to produce any incidents of spills or discharges of hazardous materials. The Facility has contracted for prompt snow removal to keep the Facility open and accessible in the event of an emergency.

3.8 Employee Training Program

Ecore York staff and contractors are to be trained at least annually on stormwater pollution prevention and control measures, response procedures, and notification requirements identified in this PPC Plan. Records of the employee's attendance in the training program should be included in personnel files. An example of a training record form is included in **Appendix B**. Training will include, but not be limited to a focus on ensuring that personnel are able to respond effectively to emergencies through the familiarization of emergency procedures, emergency and monitoring equipment, response to fire and explosions, communication, and alarms systems, Facility evacuation procedures, operations shut-down/automatic shut-offs, and all aspects presented in this PPC Plan.

In addition, employee training covers aspects of health and safety not included in this PPC Plan, including, but not limited to, personal protective equipment and industry accepted safety training. If deemed necessary by Facility management, the training program may also include the implementation of mock spill response, emergency and fire drills, or Facility evacuation. Also, the Facility's forklifts and other company vehicles are only to be used by trained authorized operators.

Per 40 CFR 112.7(f), personnel at the Facility are trained in the operation and maintenance of Facility equipment to prevent oil discharges. Training covers discharge procedure protocols, applicable pollution control laws and regulations, general Facility operations, and the contents of the PPC Plan. Training is conducted initially and whenever the Facility is modified, personnel responsibilities are changed, or the PPC Plan is amended. Training records are maintained for at least three years.

Personnel at the Facility are briefed on in discharges, failures, and recently developed precautionary measures during annual spill prevention training. Records of these briefings are maintained for a period of no less than three years.

4.0 COUNTERMEASURES

4.1 Countermeasures to be Undertaken by Facility

Chemical spills will be first addressed by stopping the flow of the material using either established engineering controls (i.e., valves, switches, etc.) or the spill response kits. The Facility maintains spill response kits, which are located near areas where spills may occur or where a rapid response can be made.

If the spill cannot be contained with the items found in the spill response kits, then Facility personnel will mobilize additional internal resources to address the release. Depending on the volume of material spilled, various techniques such as the use of physical barriers including berms or diking materials would be placed in such a manner as to stop the horizontal spread of the spilled material. Once the spreading of the material has been contained, efforts will immediately shift from containment to clean-up. Spill response procedures are outlined in **Table 3**.

Depending on the size of the spill, clean-up will include the use of absorbent cloth mats, booms, or granular absorbent materials that are maintained onsite. Clean-up material laden with spilled material will be handled according to PADEP regulations.

Guide for Chemical Spills:

- Determine chemical identity.
- Consult SDS.
- Avoid breathing any vapors, get as much fresh air into the area as safely possible.
- Ensure that absorbents and neutralizing agents to be used are compatible with spilled chemical.
- Prevent spilled chemicals from going down any drains in the area of the spill.
- Dispose of cleanup materials as chemical hazardous waste. Small volumes of dilute acids and bases may be neutralized (pH range of 5.5 to 11.0) and disposed down the drain.
- Contact the EHS Coordinator to arrange for hazardous waste pickup and guidance on cleanup or air monitoring, if applicable.
- Small Liquid Chemical Spills:
 - Alert people in the area of the spill.
 - Wear protective equipment.
 - Contain spilled liquid by diking with appropriate absorbent materials.
 - If spilled liquid is flammable, remove ignition sources such as burners, motors, or any equipment that could produce a spark; use plastic or nonmetallic cleanup equipment.
 - Absorb or neutralize with appropriate agent working from outside edges of spill inward. Sorbents do not remove toxic or flammable hazards and neutralization can produce heat causing boiling splattering.
 - Acid Spill – sodium bicarbonate or acid spill kit
 - Base Spill – sodium bisulfate, citric acid, or base spill kit

➤ Small Dry Chemical Spills:

- If spilled material is not water reactive, dampen spilled material to prevent airborne dust.
- Control water-reactive dust with sweeping compound.
- Carefully brush solids into a dust pan or container.
- Minimize dust generation to prevent creating inhalation hazards.

4.2 Countermeasures to be Undertaken by Contractors

The emergency response contractor to be utilized, along with the contractor's phone number and address is provided on the Quick Sheet in **Appendix A**.

Disposal of recovered materials will be performed by qualified oil spill cleanup contractors under the direction of the Environmental Manager or designee. Removal will involve transportation of recovered materials to a permitted waste treatment, storage or disposal Facility. Recovered materials will be profiled and classified as hazardous or non-hazardous waste, depending on the characteristics of the material. Any transportation vehicle and receiving Facility will comply with applicable state requirements for transportation and disposal of hazardous or non-hazardous waste. There is adequate capacity in the region for transportation and disposal of any recovered materials that could be generated by the Facility. The emergency response contractor to be utilized, along with the contractor's phone number and address, is provided on the Quick Sheet in **Appendix A**.

4.3 Internal and External Communications and Alarm Systems

Internal communication procedures include routine safety meetings to review and discuss concerns identified with the current stage of Facility operations. Direct forms of communication include audible communication via voice and the use of cell phones. External communications procedures are outlined in **Table 4** and include contacting 911 in the event of an emergency.

In the event of a spill/release which may threaten a residence, occupied structure, livestock, or public byway, verbal notifications (refer to **Table 4**) must be made as soon as practicable to Local Emergency Response (911), the PADEP, and any potentially affected landowner. The National Response Center should also be verbally notified when an oil spill discharge reaches waters of the Commonwealth, a municipal drain, or a storm sewer. Evidence of a discharge includes, but are not limited to:

- Violations of applicable water quality standards;
- A film or "sheen" upon, or discoloration of the surface of the water or adjoining shorelines; or
- A sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

Per *PA Code 262a.43(2)*, in the event of a discharge or spill equal or greater to the reportable quantity of a hazardous material or material that becomes a hazardous waste when spilled or discharged, the Facility shall immediately notify the PADEP by telephone at (866) 825-0208. The reportable quantities specified in *PA Code 262a.43(2)* are as follows:

- Liquid hazardous waste spills that equal or exceed the reportable quantity (RQ) in *40 CFR 302.4*, or **10 gallons**, whichever is more stringent.

- Liquids are flowable substances which contain <20% solids by dry weight. Flowable refers to flow in the sense of pourable as a liquid.
- Solid hazardous waste or solids that become hazardous when spilled or discharged, that equal or exceed the RQ in 40 CFR 302.4, or 500 pounds, whichever is more stringent.
- Any spill into waters of the Commonwealth, regardless of quantity.

When notifying the PADEP by phone of a discharge or a spill under *PA Code 262a.43(4)*, the following information shall be provided:

- The name of the person reporting the spill.
- The name and identification number of the generator.
- The phone number where the person reporting the spill can be reached.
- The date, time, and location of the spill.
- A brief description of the incident.
- For each material involved in the spill:
 - The shipping name, hazard class, and U.N. Number.
 - The estimated quantity of material spilled.
- The extent of contamination of land, water or air, if known.

Additionally, the generator is to file a written Hazardous Waste Spill Report with the PADEP within 15 days after the incident. This report is to contain the following information:

- The name, address, and identification number of the generator and the date, time and location of the incident.
- A brief description of the circumstances causing the incident.
- A brief description of each of the hazardous wastes or materials that become hazardous wastes when spilled or discharged involved in the incident, including the estimated quantity spilled by weight or volume.
- A legible copy of the manifest document, if applicable.
- A description of a contamination of land, water or air that has occurred due to the incident.
- A description of the actions the generator intends to take to prevent a similar occurrence in the future.

Additionally, in accordance with *40 CFR 112.4(a)*, a spill report will be submitted to the USEPA Region 3 if either of the following conditions is met:

- A single discharge of more than 1,000 gallons of oil; or
- A discharge of more than 42 gallons of oil in each of two events within any 12-month period.

The spill report to the USEPA under *40 CFR 112* must be submitted within 60 days of the release and contain the following information:

- Name of the Facility;
- Name of the owner/operator of the Facility;
- Location of the Facility;
- Maximum storage or handling capacity of the Facility and normal daily throughput;
- Corrective actions and countermeasures taken, including a description of equipment repairs and replacements;
- An adequate description of the Facility, including maps, flow diagrams, and topographic maps, as necessary;
- The cause of the discharge, including a failure analysis of the system or subsystem in which the failure occurred;
- Additional preventative measures taken or contemplated to minimize the possibility of recurrence; and
- Such other information as the USEPA Regional Administrator may reasonably require pertinent to this PPC Plan or the discharge.

Alarm systems utilized onsite to provide immediate emergency instructions include fire alarms, as well as a plant-wide paging system. Alarm systems are checked on a regular basis to ensure proper operation and the required actions associated with each alarm shall be discussed during routine safety meetings.

4.4 Evacuation Plan for Installation Personnel

In the event a critical emergency occurs that creates an immediate danger to life and health (IDLH) situation and requires the evacuation of all Facility personnel, a planned evacuation will be followed. Personnel will be notified via plant-wide paging of the need to evacuate. In the case of fire, the fire alarm system on site will activate. There are six designated Evacuation Assembly Points (A through F) at various locations around the perimeter of the Facility, as shown in **Appendix A**. The evacuation plan shall be discussed at safety meetings and augmented to indicate any changes to the Facility that make a specific route inaccessible. Periodic drills shall be conducted to evaluate the effectiveness of the plan.

Contact information for the County and State emergency management agencies is provided on the Quick Sheet in **Appendix A**.

4.5 Emergency Equipment Available for Response

The Facility maintains spill response kits at the site. Employees are to be trained in the purpose and use of the equipment contained in the spill response kits. Spill response kit equipment includes, but is not limited to, the following:

- Absorbent materials (such as pads, pillows, socks, and/or kitty litter);
- Gloves;
- Aprons/coveralls;

- Masks and respirators;
- Patch kit with strap;
- Goggles; and
- 55-gallon container.

In addition to the equipment listed above, any all-purpose equipment that is on-site at the time of a spill may be utilized to impede or cease the spread of any released material, chemicals, or fluids to minimize the impact on the environment. The purpose and use of this equipment will vary given Facility conditions and the nature of the release, and it is the responsibility of the EHS Coordinator to determine which equipment is most practical for a given situation.

Fire extinguishers, eye wash stations, and other response equipment types are located at various points within the Facility, and employees are trained in the purpose and use of this equipment.

Spill kit equipment is tested and maintained as necessary to assure its proper operation in times of emergency. After use, equipment is decontaminated, cleaned, or properly disposed of, and replaced before normal operations resume.

5.0 EMERGENCY SPILL CONTROL NETWORK

5.1 Arrangements with Local Emergency Response Agencies

In the event the EHS Coordinator determines that containment of a spill or release is beyond the capabilities of on-site personnel, or materials, chemicals, or fluids have reached waters of the Commonwealth, then the EHS Coordinator will coordinate with off-site emergency response resources to provide labor and equipment in order to respond to an emergency situation. The contact information for the off-site emergency response contractor is provided in the Quick Sheet in **Appendix A**. Upon arrival on-site, the off-site resources shall coordinate with the EHS Coordinator to determine the extent and nature of the release. The EHS Coordinator shall provide a copy of the PPC Plan to the off-site representatives.

5.2 Notification Lists

In the event of an emergency or spill, the "Immediate Contact" agencies listed in **Appendix A** must be contacted. The "Courtesy Contact" agencies listed in **Appendix A** should also be contacted.

5.3 Downstream Notification Requirement for Storage Tanks

Storage tank facilities with an aggregate aboveground storage capacity >21,000 gallons of regulated substances must provide an additional notification requirement. It can be added to a PPC Plan so as to meet the Spill Prevention Response (SPR) plan requirements. The requirement includes development of a 20-mile downstream notification list, an annual notification requirement, and an annual notification list update. The Facility does not have >21,000 gallons aggregate aboveground storage capacity of regulated substances and, therefore, is not subject to these requirements.

6.0 STORMWATER MANAGEMENT PRACTICES

6.1 Stormwater Management Practices

Facility grading is flat, with some sloping at the property along the east side at the unnamed tributary. The manufacturing building and site access, as well as the detached office building, encompass most of the site. A portion of the facility is occupied by tenants in both the manufacturing space and office building. There are five (5) distinct outfall locations, shown on **Figure 2**. The outfalls and their approximate drainage areas are as follows: Outfall 003 (113,000 ft²) is representative of Outfalls 001 (230,000 ft²) and 002 (153,000 ft²). Outfall 004 (150,000 ft²) is representative of Outfall 005 (173,000 ft²) and both are located adjacent to each other along the southwest corner of the property.

Due to the proximity of Facility outfalls to surface waters of the Commonwealth, good housekeeping skills are imperative. All dumpsters and outside bins must have lids or covers on them, and be kept indoors in times of inclement weather, or for dumpsters and roll-off boxes that do not have lids, potential discharges must have a control (e.g., secondary containment, treatment). All employees are trained to observe and address any spills or blowing of debris.

Additional guidelines for management of stormwater at the Facility are provided below. These are in addition to those listed in Sections 3.1.1, 3.2, and 3.5 of this PPC Plan. Specifically, Appendix S of the PAG-03 NPDES General Permit addresses:

Rubber, Miscellaneous Plastic Products, and Miscellaneous Manufacturing Industries Sector Guidelines

- Minimize the discharge of zinc in stormwater discharges by implementing the controls identified here:
 - Zinc bags are not used at the Facility. Should this change, the site will ensure proper handling and storage of zinc bags at the facility through implementation of control measures including but not limited to the following: employee training on the handling and storage of zinc bags; indoor storage of zinc bags; cleanup of zinc spills without washing the zinc into the storm drain; and the use of 2,500-pound sacks of zinc rather than 50- to 100-pound sacks.
 - Minimize discharges of zinc from dumpsters through implementation of control measures including but not limited to the following: cover dumpsters; move dumpsters indoors; and provide a lining for dumpsters.
 - Minimize contributions of zinc to stormwater from dust collectors and baghouses. Replace or repair, as appropriate, improperly operating dust collectors and baghouses.
 - Minimize contamination of stormwater as a result of dust generation from rubber grinding operations. Where determined to be feasible, install a dust collection system.
 - Minimize the potential for stormwater contamination from drips and spills of zinc stearate slurry that may be released into the storm drain. Where determined to be feasible, use alternative compounds to zinc stearate.
- Minimize the discharge of plastic resin pellets in stormwater discharges through implementation of control measures including but not limited to the following: minimize spills; clean up spills promptly and thoroughly; sweep thoroughly; pellet capturing; employee education; and disposal precautions.

General Guidelines

- Locate materials, equipment, and activities so that potential leaks and spills are contained or able to be contained or diverted before discharge to surface waters.
- Use grading, berming, or curbing to prevent runoff of polluted stormwater and divert run-on away from areas that contain polluted stormwater;
- Implement procedures for material storage and handling, including the use of secondary containment and barriers between material storage and traffic areas, or a similarly effective means designed to prevent the discharge of pollutants from these areas;
- Store leaky vehicles and equipment indoors or, if stored outdoors, use drip pans and absorbents to prevent the release of pollutants to the environment.
- Train employees routinely (no less than annually) on pollution prevention practices as contained in this PPC Plan.
- Train employees and contractors (no less than annually) on the procedures for expeditiously stopping, containing, and cleaning up leaks, spills, and other releases.
- Notify appropriate Facility personnel when a leak, spill, or other release occurs.
- To the extent possible, eliminate or reduce the number and amount of hazardous materials and waste by substituting non-hazardous or less hazardous materials of equal function.

Erosion and Sediment Control Measures

- Minimize erosion and pollutant discharges by stabilizing exposed soils and placing flow velocity dissipation devices at discharge locations to minimize channel and stream bank erosion and scour in the immediate vicinity of stormwater outfalls.
- Conduct all earth disturbance activities and, when applicable, maintain all post-construction stormwater management practices in accordance with 25 Pa. Code Chapter 102.
- Do not utilize polymers or other chemicals to treat stormwater unless written permission is obtained from PADEP.

7.0 SEDIMENT AND EROSION PREVENTION

Sloped areas of the Facility are either paved or kept under gravel or vegetated cover to control erosion and prevent sedimentation. This section of the PPC Plan shall be modified if any construction activities result in a potential for soil erosion which will be in accordance with Chapter 102 of the PADEP's rules and regulations and the Bureau of Soil and Water Conservation's "*Erosion and Sedimentation Pollution Control Program Manual*."

8.0 ADDITIONAL REQUIREMENTS FOR EPCRA, SECTION 313 FACILITIES

The Facility is not subject to requirements under EPCRA Section 313 of Title III of the Superfund Amendments and Reauthorization Act (SARA) because the Facility does not manufacture, process or otherwise use any of the listed toxic chemicals in quantities exceeding the appropriate thresholds (25,000 pounds manufactured per year or 10,000 pounds processed or otherwise used per year). This section of the PPC Plan shall be modified if the Facility would become subject to SARA Title III Section 313 Toxic Release Inventory (TRI) reporting.

9.0 CERTIFICATION REQUIREMENTS FOR NON-STORMWATER DISCHARGES

This PPC Plan shall be signed in accordance with the signatory requirements stipulated in the general permit¹.

By signature below, I certify that I have evaluated all outfalls at the Facility and have not found evidence of any non-stormwater discharges from the Facility.

I also certify, that to the best of my knowledge, the discharge from each outfall consists entirely of stormwater and has been evaluated for the presence of non-stormwater discharges. This evaluation includes a review of the stormwater system with appropriate Facility engineers and an inspection of each outfall structure for the presence of a discharge during a period when there is an absence of any perceptible precipitation.

I certify that this PPC Plan has the full approval of company management at a level of authority to commit the necessary resources to fully implement this PPC Plan. Furthermore, Ecore York is committed to the provision of manpower, equipment and materials required to expeditiously control and remove any quantity of oil discharged from the Facility.

Management Approval:

Name (printed): Jeff Jackson

Title (printed): Plant Manager

Signature: Jeff Jackson

Date: 3-20-2023

¹ - For a corporation – By the president, vice president, secretary or treasurer of the corporation, or an authorized representative, if the representative is responsible for the overall operation of the Facility from which the discharge described in the NPDES form originates.

- For a partnership or sole proprietorship - By a general partner or the proprietor, respectively.

- For a municipality, state, federal or other public agency - By a principal executive officer or ranking elected official.

10.0 SIGNATORY REQUIREMENTS

10.1 Management Approval

The PPC Plan must be signed in accordance with the signatory requirements stipulated in the general permit.

By signature below, Ecore York management approves this PPC Plan for the Facility located at 76 Acco Drive, York County, Pennsylvania, has the authority to commit the necessary resources to implement this PPC Plan, and acknowledges that the elements identified within this PPC Plan will be implemented.

Management Approval:

Name (printed): Jeff Warkis

Title (printed): Plant Manager

Signature: Jeff Warkis

Date: 3-20-2023

10.2 Professional Engineer Certification

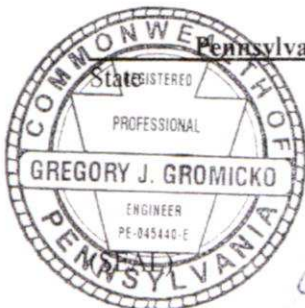
I hereby certify that I, or my agent, have visited and examined the Facility, and being familiar with the provisions of *40 CFR 112*, attest that this PPC Plan has been prepared in consideration of industry standards, is in accordance with good engineering practices that conform to *40 CFR 112*, and is adequate for the Facility. Procedures for required inspections and testing have been established in this PPC Plan.

Gregory J. Gromicko

Name of Registered Professional Engineer

PE-045440-E

Registration Number



Signature: [Handwritten Signature]

Date: 3/16/23

This certification in no way relieves the owner or operator of the Facility of his/her duty to prepare and fully implement this PPC Plan in accordance with the requirements of *40 CFR 112* and applicable PADEP requirements. This PPC Plan is valid only to the extent that the Facility owner or operator maintains, tests, and inspects equipment, containment, and other devices, and reports any applicable spills or releases, as prescribed in this PPC Plan.

11.0 REFERENCES

Code of Federal Regulations, Title 40 Part 112, Oil Pollution Prevention, Spill Prevention Control and Countermeasures Provisions.

Pennsylvania Department of Environmental Protection (PADEP) PAG-03 Authorization to Discharge Under the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Stormwater Associated with Industrial Activity, December 22, 2022.

_____. Guidelines for the Development and Implementation of Environmental Emergency Response Plans, *Document ID 400-2200-001*, August 6, 2005.

TABLE 1 CHEMICAL/MATERIAL STORAGE INVENTORY

Product	Container Type	Approximate Number of Containers	Maximum Anticipated Quantity (gallons)
<i>Facility Area - Various</i>			
Diesel Fuel Tank - Baghouse Area	AST	1	1,000
Binder T-4900 - Mixer	AST	1	1,100
Polymer Tank - Mixer Day Tank	AST	1	700
Hydraulic Oil Reservoir - Mixer Hydraulic Room	AST	1	250
Squid Ink - Laminator 1	5 G Pail	5	25
Squid Cleaner - Laminator 1	5 G Pail	5	25
Castrol Pyrolex Blue 2 - RT near Mack Baghouse	55 G Drum	2	110
Peak Blue DEF - Transportation Dock	55 G Drum	2	110
<i>Facility Area - Chemical Storage Area</i>			
Super Clean	55 G Drum	2	110
Heavy Duty Degreaser II	55 G Drum	1	55
CleanEdge 3510	55 G Drum	1	55
Peraspray	55 G Drum	2	110
Squid Ink Jet Waste	55 G Drum	2	110
Polyso Release P231	55 G Drum	3	165
Houghton Dromus B	55 G Drum	1	55
<i>Facility Area - Maintenance Chemical Storage</i>			
Various Weight Gear Oil	55 G Drum	4	220
Safety-Kleen Premium Solvent	55 G Drum	1	55
Propylene Glycol based Heat Transfer Fluid	55 G Drum	1	55
Transmission Oil	55 G Drum	1	55
Various Weight Motor Oil	55 G Drum	6	330
Hydraulic Fluid	55 G Drum	4	220
Waste Oil	AST	1	240
Antifreeze	55 G Drum	2	110
<i>Facility Area - Polymer Room</i>			
10,000 G Polymer Tank	AST	1	10,000
12,000 G Polymer Tank	AST	1	12,000
Binder T-4900	IBC Tote	25	6,875
U-Clean	55G Drum	1	55

TABLE 2 PLAN REVIEW AND REVISION LOG

REVIEWER	DATE	ACTIVITY	PE CERTIFICATION REQUIRED?	COMMENTS
Matt Stetter	2022	Prepare PPC Plan	No	PPC Plan update
Gregory J. Gromicko, PE	March 2023	Update the PPC Plan in accordance with the new PAG-03	Yes	PPC Plan was updated in support of the new PAG-03

TABLE 3 SPILL RESPONSE PROCEDURES

SPILL RESPONSE PROCEDURES	
Spill Discovery and Initial Response	<ol style="list-style-type: none"> 1. If no Immediate Danger to Life & Health (IDLH) condition is present and the release source is still present; stop the release and call the EHS Coordinator. 2. Contain the release using available materials and methods, including berms, dikes, and spill kit materials. 3. Restrict ignition sources if the material is flammable. 4. Secure the area as OFF LIMITS. 5. If an IDLH due to fire, explosion, or other imminent threat to public safety; call local emergency response (911). DO NOT HANG UP after completing the report, let the dispatcher hang up first. 6. Follow directions as dictated by the EHS Coordinator and be prepared to provide the following information:
Information to Provide During Initial Report to EHS Coordinator	<ol style="list-style-type: none"> 7. Has the spill reached or does it threaten to reach, State waters? 8. Where is the spill? Be prepared to provide directions. 9. Which personnel were present at the time of the spill? 10. What activities caused the spill? 11. When did the spill occur? 12. What is the material spilled? 13. What volume has spilled?
Spill Containment, Cleanup, and Reporting	<ol style="list-style-type: none"> 14. The person who reported the spill must be present at the Site, or available by cell phone. 15. The EHS Coordinator may mobilize response resources based on the initial report. 16. The EHS Coordinator will contact Ecore management of the release. 17. The EHS Coordinator will conduct a comprehensive assessment of the spill and coordinate cleanup efforts. 18. If applicable, the EHS Coordinator will provide a follow-up report to Ecore management and verbal notification to government and municipal agencies and other appropriate entities. 19. Should additional remediation efforts be necessary, the EHS Coordinator will contact the designated spill remediation contractor. 20. The EHS Coordinator will complete and submit appropriate written notifications and reports to appropriate agencies, if necessary. 21. The EHS Coordinator will keep the incident on record and identify appropriate follow-up activities and/or corrective actions.

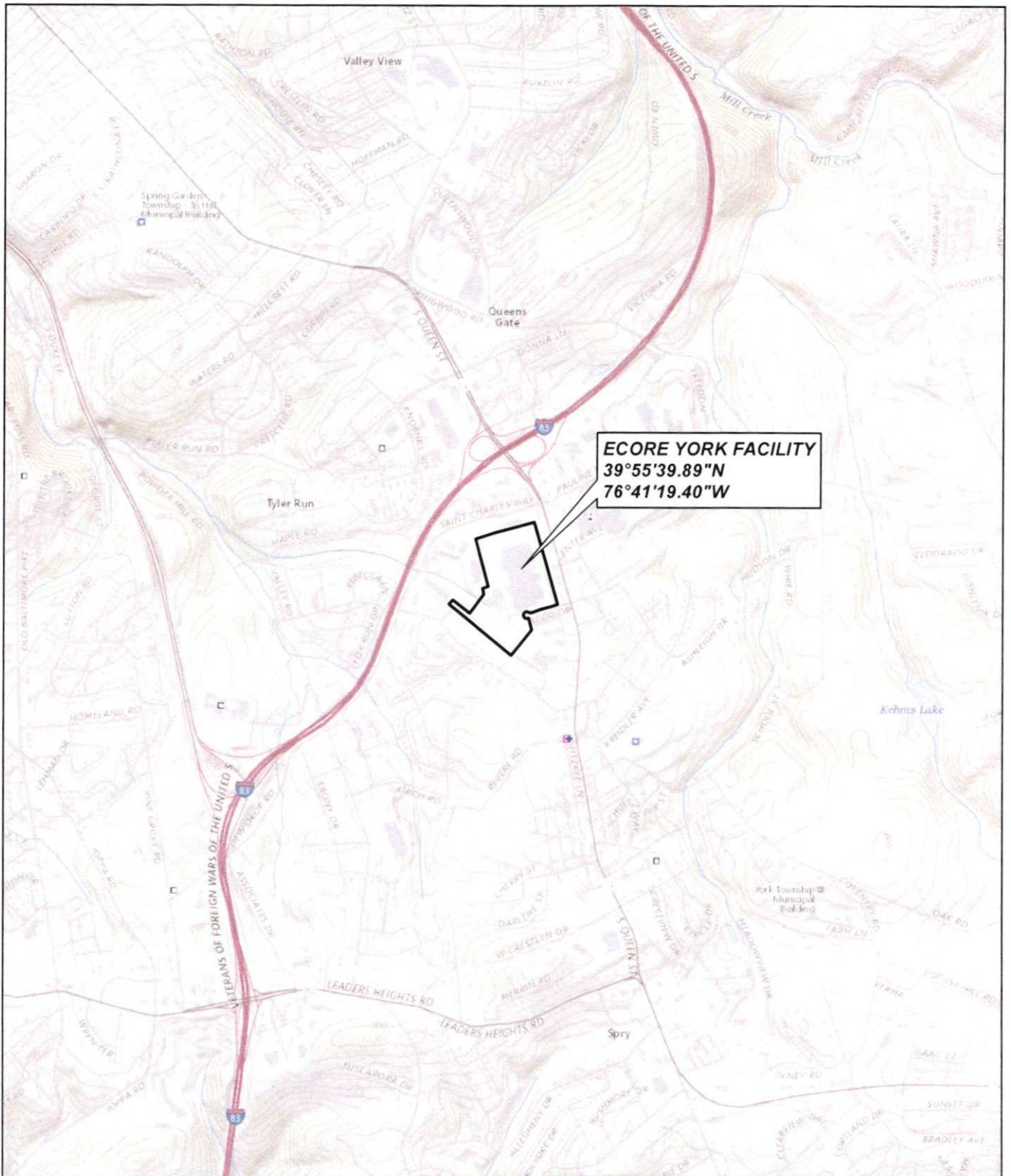
TABLE 4 NOTIFICATION LIST FOR FEDERAL, STATE, AND LOCAL EMERGENCY RESPONSE AGENCIES

AGENCY / ORGANIZATION	TELEPHONE NUMBER	CIRCUMSTANCES	WHEN TO NOTIFY
Federal Agencies			
National Response Center (NRC)	800-424-8802	<p>Discharge reaching State waters, or a municipal drain or storm sewer. Emergencies and other sudden threats to public health.</p> <p>When an oil spill discharge reaching State waters, or a municipal drain or storm sewer:</p> <ul style="list-style-type: none"> • Violates applicable water quality standards; • Causes a film or "sheen" upon, or discoloration of the surface of the water or adjoining shorelines; or • Causes a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines. 	Immediately (verbal)
USEPA Region 3	215-814-5000 800-438-2474	<p>A spill report will be submitted to USEPA Region 3 if either of the following conditions are met:</p> <ul style="list-style-type: none"> • A single discharge of more than 1,000 gallons of oil, or • A discharge of more than 42 gallons of oil in each of two (2) events within any 12-month period. 	Written (within 60 days of the release)

AGENCY / ORGANIZATION	TELEPHONE NUMBER	CIRCUMSTANCES	WHEN TO NOTIFY
State Agencies			
PADEP Offices Southcentral Regional Office Pottsville District Office	866-825-0208 Emergency Response Hotline 570-621-3118	<ul style="list-style-type: none"> • Pollutants discharged into surface or groundwater; • All spills in excess of five (5) gallons of any hazardous material; • All petroleum spills of five (5) gallons or more with the potential to pollute; • Air pollution incidents where there may be a release of toxic materials or where smoke from a fire may create a public nuisance; and/or • Incidents which involve illegal/improper disposal of any material. <p>Notification within two (2) hours if a tank for receptacle releases one of the following amounts of brine:</p> <ul style="list-style-type: none"> • More than five (5) gallons within a 24-hour period on or into the ground where the total dissolved solids (TDS) concentration of the brine is > 10,000 mg/L; or, • More than 15 gallons of brine within a 24-hour period on or into the ground where the TDS concentration of the brine is < 10,000 mg/L. 	<p>Immediately (verbal)</p> <p>and</p> <p>Written (15 days after an incident)</p>
PADEP (Statewide)	800-541-2050	See Above	Immediately (verbal)
PA SERC	717-651-2121	Release of a reportable quantity of any extremely hazardous substance that leaves the boundaries of your facility.	Immediately (verbal)
PA Fish and Boat Commission	855-347-4545	Discharge reaching waters of the Commonwealth, or a municipal drain or storm sewer.	Immediately (verbal)
PEMA	717-651-2001	As necessary	Courtesy (verbal)
PA Health Department	877-724-3258	As necessary	Courtesy (verbal)

AGENCY / ORGANIZATION	TELEPHONE NUMBER	CIRCUMSTANCES	WHEN TO NOTIFY
Local Agencies/Support			
Emergency Response or State Police Troop J	911 Or 717-299-7650	Discharge reaching State waters, or a municipal drain or storm sewer; and/or If there is an immediate threat to the safety of the public or operating personnel (e.g., residence, occupied structure, livestock, or public byway)	Immediately (verbal)
SRBC	717-238-0423	As necessary	Courtesy (verbal)
York Township	717-741-3861	Hazardous Discharge	Immediately (verbal)
York County Emergency Management	717-840-2990	As necessary	Courtesy (verbal)
York County Sheriff's Office	717-771-9601	As necessary	Courtesy (verbal)

FIGURE 1 SITE LOCATION MAP



Legend

- ★ Facility Location
- Property Boundary



0 1,000 2,000
Feet

PENNSYLVANIA

Facility
Location

ECORE - YORK FACILITY

**FIGURE 1:
SITE LOCATION MAP**

76 ACCO DR
YORK, PA 17402



Date: 3/15/2023

FIGURE 2 FACILITY LAYOUT



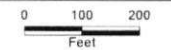
ECORE
YORK FACILITY
**FIGURE 2:
FACILITY LAYOUT**

76 ACCO DR
YORK, PA 17402

Legend

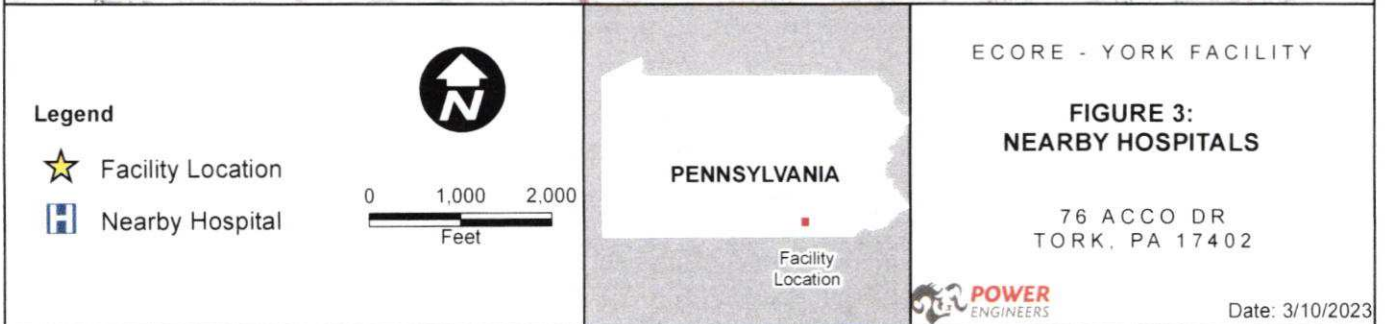
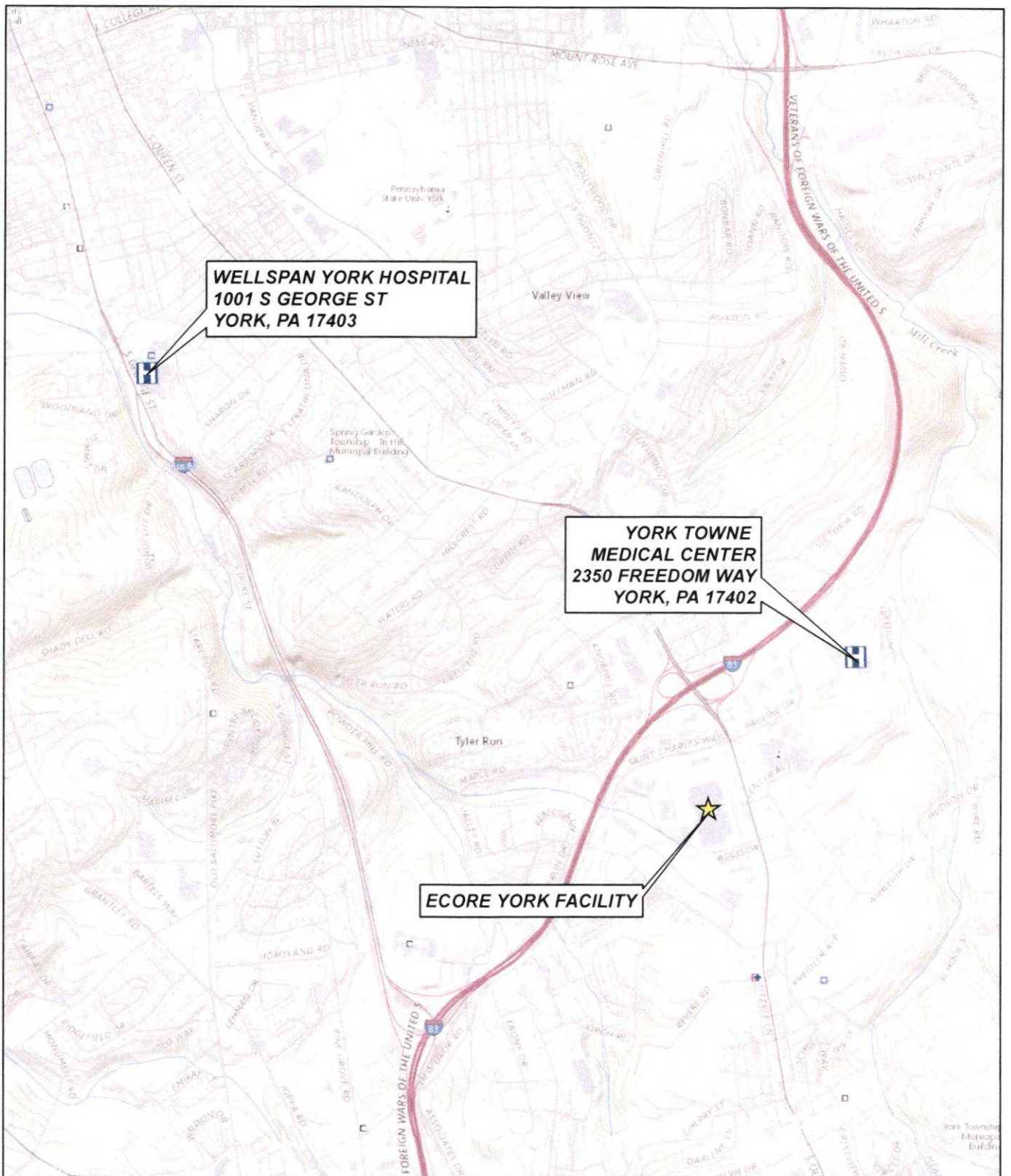
- Above Ground Storage Tank
- Outfall
- Flow Direction
- Property Boundary
- Client Space
- Stream

AERIAL SOURCE:
Google Earth Imagery



Date: 3/15/2023

FIGURE 3 NEARBY HOSPITALS



APPENDIX A: QUICK SHEET



Contingency Plan Quick Sheet

To be updated in accordance with PPC Plan Section 1.3.
PPC Plan is maintained at Ecore International, Inc. - York, PA facility
See below for contact information.



General Information (Section 1.1)		
Facility ID	Ecore International	Ecore International
Permit ID:	NPDES PAG-03 Permit No. PAR233553	76 Acco Drive
Location:	York Township, York County, PA	York, PA 17402 (717) 699-7859

Chain-of-Command (Section 1.2)				
EHS Coordinator, Primary	Tim Haertter, EHS Manager	(717) 490-8948		
EHS Advisor #1	Matt Stetter, EHS Specialist	(717) 699-7859, Extension 1819		
EHS Advisor #2	Jeff Narkis, Plant Manager	(717) 699-7859, Extension 1828		

On-Site Notification Systems:	
Identification of on-site notification systems (Section 4.3) - Audible communication via voice and the used of cell phones.	

Jurisdictional Agency Notification		
IMMEDIATE CONTACT		
Emergency Response	9-1-1	IDLH Conditions or injured personnel
PADEP Southcentral Regional Office	(866) 825-0208	24 hours a day (or (717) 705-4700, 8:00 AM - 4:00 PM, non emergency)
PADEP Statewide ERP	(800) 541-2050	Statewide Emergency Response Program (ERP) Contact Number
National Response Center (NRC)	(800) 424-8802	Oil Spill requires immediate notice
PA Fish & Boat Commission	(855) 347-4545	Discharge reaches surface water, drain, or storm sewer (Pollution Hotline)
York Township	(717) 741-3861	Discharge to storm or sewer system.
COURTESY CONTACT		
PEMA	(717) 651-2001	Central Area, 2605 Interstate Drive, Harrisburg, PA 17110
PA Health Dept.	(877) 724-3258	8th Floor West, 625 Forster Street, Harrisburg, PA
SRBC	(717) 238-0423	4423 N. Front Street, Harrisburg, PA 17110
York County Emergency Management	(717) 840-2990	118 Pleasant Acres Road, Suite B, York, PA 17402
PA State Police - Troop J	(717) 299-7650	101 North Main Street, York, PA 17403
York County Sheriff's Office	(717) 771-9601	45 North George Street, York, PA 17401
FOLLOW-UP WRITTEN NOTIFICATION		
PADEP Southcentral Regional Office	15 Days After Incident	909 Elmerton Avenue, Harrisburg, PA 17110-8200
US EPA Region 3	60 Days After Incident	1650 Arch Street, Philadelphia, PA 19103-2029; Phone: (800) 438-2474

Summary of On-Site Materials, Chemicals, and Compounds	Hazardous?	Max. Est. Amt. of Haz. Waste	Associated Hazards	Required Unique/Special Treatment	DISPOSAL METHOD
Inks	Y / N				Hauled off-Site
Solder (lead solder and lead-free solder); waste solder in dross pails	Y / N				Hauled off-Site
Flux	Y / N				Hauled off-Site
Various Lubricating Oils	Y / N				Hauled off-Site
Lead debris (workbench cleaning wipes)	Y / N				Reclaimed, off-site
EMERGENCY RESPONSE CONTRACTOR					
AEG Environmental	(877) 876-1100; hotline (410) 494-7587	27 Liberty Street, Suite C, Westminster, MD 21157; info@aegenviro.com			

Spill Response Procedures	
DISCOVERY AND INITIAL RESPONSE	
1	If IDLH conditions or injured personnel are present, notify EHS Coordinator, call 911 (DO NOT HANG UP after; wait until the dispatcher hangs up first), provide first aid and/or evacuate area, if necessary.
2	If no IDLH condition is present; stop the release and call the EHS Coordinator.
3	Contain the release using available materials and methods, including berms, dikes, and spill kit materials.
4	Restrict ignition sources if the material is flammable.
5	Secure the area as OFF LIMITS .
6	Follow directions as dictated by the EHS Coordinator and be prepared to provide the following information:
INITIAL REPORT TO EHS COORDINATOR	
7	Are IDLH conditions present and is anyone injured?
8	What is the material spilled?
9	What volume has spilled?
10	Has the spill reached, or does it threaten to reach, waters of the Commonwealth?
11	Where is the spill within the facility? Be prepared to provide directions to site and spill location within facility.
12	Are any materials, chemicals, or fluids that are incompatible with the released material located near the spill?
13	When did the spill occur?
14	Which personnel were present at the time of the spill?
15	What activities caused the spill?
CONTAINMENT, CLEANUP, AND REPORTING	
16	The person who reported the spill must be present at the site, or available by cell phone.
17	The EHS Coordinator may mobilize response resources based on the initial report.
18	The EHS Coordinator will conduct a comprehensive assessment of the spill, and coordinate cleanup efforts.
19	The EHS Coordinator will provide all immediate verbal notification to appropriate jurisdictional agencies.
20	The EHS Coordinator will determine the necessity and contact the designated spill remediation contractor.
21	The EHS Coordinator will complete and submit appropriate written notifications to appropriate agencies, if necessary.
22	The EHS Coordinator will keep the incident on record, and coordinate appropriate follow up and/or corrective actions.

Incident Prevention Practices (Common examples that may or may not apply based on site operations and conditions)	
PREVENTION	CONTAINMENT
<u>Visual Observations of:</u> Storage facilities, transfer pipelines, loading and unloading areas, and waste handling and storage areas.	<u>Secondary:</u> Dikes, curbs, depressed areas, storage basins, sumps, drip pans, liners, double piping, sewer collection systems.
<u>Detailed Inspections of:</u> Pipes, pumps, valves, tanks for stormwater systems, drainage ditches, and material and waste systems leaks and corrosion; stockpiles and dry material storage for windblown; supports, foundations, containment, shipping containers for damage or deterioration; walls and ground surface for staining.	<u>Flow Diversion:</u> Trenches, drains, graded pavement, grating, overflow structures, sewers, culverts.
	<u>Vapor Control:</u> Water spray, vapor space, vacuum exhaust.
	<u>Dust Control:</u> Hoods, cyclone collectors, bag-type collectors, filters, negative-pressure systems, and water spraying.
<u>Monitoring:</u> Liquid-level detectors, alarm systems, pressure and temperature gauges, analytical testing instrumentation, pressure drop shut-off devices, flow meters, valve positioning indicators, equipment operational lights, excess-flow valves, automatic runoff diversion devices, routine sample collection, redundant instrumentation, and records.	<u>Sealing:</u> Foamed plastic compounds for plugging leaks.
	MITIGATION
	Employee training, preventative maintenance, and good housekeeping.
	Labeling and warning signs, vehicle placement, and covering.
	Pneumatic/vacuum conveyance.
	Mechanical, physical, and chemical clean-up.
	Use of sorbents, gelling agents, and foams.
<u>Nondestructive Testing:</u> Hydrostatic pressure, acoustical emission, radiographic, magnetic particle, liquid penetration, and tank testing.	Volatilization, carbon absorption, coagulation, precipitation, neutralization, ion exchange, chemical oxidation, and biological treatment.
ULTIMATE DISPOSITION	
Thermal oxidation, land disposal, recycling, recovery, reuse, or detoxification.	

APPENDIX B: INSPECTION FORMS AND TRAINING RECORDS

B.1 Inspection Forms

B.2 Training Records

APPENDIX B.1: INSPECTION FORMS

STORMWATER VISUAL SITE INSPECTION REPORT

Note: It is a condition of Pennsylvania's National Pollutant Discharge Elimination System (NPDES) PAG-03 permit that at least semiannual visual inspections occur.

Project Site Name: _____ Date: _____ Inspection #: _____

Time: _____ Weather: _____

Permit #: _____ SIC Code: _____ Photos Taken: Yes ☐ No ☐

Inspector/Title: _____

Municipality(s): _____ County(s): _____

Description of industry: _____

Inspection Type (check all that apply):
Routine ☐ Semiannual ☐ Stormwater Event ☐

		Y	N
1.	Description of stormwater management practices, erosion & sedimentation control practices, and other structural control measures that are in place to control pollutants from running off-site.		
2.	Spill kit(s) available?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Condition of outdoor AST(s)? (Deterioration/leaks, secondary containment?)		
4.	Are good housekeeping practices being maintained? (Litter is picked up, etc.?)	<input type="checkbox"/>	<input type="checkbox"/>
5.	Site is free from evidence of erosion problems?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Site is free from evidence of blowing or tracking from areas of no exposure to areas exposed to stormwater?	<input type="checkbox"/>	<input type="checkbox"/>
7.	Site is free from evidence of non-stormwater discharges from the site?	<input type="checkbox"/>	<input type="checkbox"/>
8.	Site is free from excessive dust from industrial operations?	<input type="checkbox"/>	<input type="checkbox"/>
9.	Site has no raw materials/products/wastes exposed to stormwater?		
	Notes:		

		Y	N
10.	Description of Outfall # & area that drains to it:		
11.	Did outfall # have any obstructions?	<input type="checkbox"/>	<input type="checkbox"/>
12.	Condition of outfall # :		
	a. Flow: <input type="checkbox"/> water flowing from outfall <input type="checkbox"/> stream flowing <input type="checkbox"/> standing water <input type="checkbox"/> no flow		
	b. Odor: <input type="checkbox"/> none <input type="checkbox"/> chemical <input type="checkbox"/> musty <input type="checkbox"/> sewage <input type="checkbox"/> rotten eggs		
	c. Color: <input type="checkbox"/> clear <input type="checkbox"/> red <input type="checkbox"/> yellow <input type="checkbox"/> brown		
	d. Clarity: <input type="checkbox"/> clear <input type="checkbox"/> cloudy <input type="checkbox"/> opaque <input type="checkbox"/> suspended solids		
	e. Floatables: <input type="checkbox"/> none <input type="checkbox"/> suds <input type="checkbox"/> oily film <input type="checkbox"/> garbage <input type="checkbox"/> sewage		
	f. Deposits/stains: <input type="checkbox"/> none <input type="checkbox"/> oily sheen <input type="checkbox"/> sediment <input type="checkbox"/> none		
	g. Vegetation: <input type="checkbox"/> normal <input type="checkbox"/> excessive <input type="checkbox"/> inhibited <input type="checkbox"/> none		
	Notes:		
13.	Any evidence of potential for pollutants being discharged at the outfall?	<input type="checkbox"/>	<input type="checkbox"/>
	Notes:		
14.	Description of corrective measures recommended or planned (If planned, provide schedule.)		
15.	Notes:		
Inspector's Signature:		Date:	
Company Name:			
Owner/Operator's Name (Printed):			
Owner/Operator's Signature:		Date:	

APPENDIX B.2: TRAINING RECORDS

APPENDIX C: SAFETY DATA SHEETS

All SDSs are maintained at the Facility.

APPENDIX D: SPILL REPORTING FORMS/POLLUTION INCIDENT HISTORY

Spill reporting forms will be completed and maintained in this Appendix of the PPC Plan.

A sample form is included; however, the PADEP website should be checked for any updates prior to use.

NOTIFICATION OF RELEASE (*Owners and Operators*)

FACILITY I.D. NUMBER _____

☐ Initial
☐ Follow-Up

NOTIFICATION OF CONTAMINATION (*Certified Installers and Inspectors*)

INFORMATION FOR OWNERS AND OPERATORS (O/O)

The Storage Tank Program's Corrective Action Process (CAP) regulations establish requirements for owners and operators of storage tank systems and storage tank facilities to report confirmed releases and, in certain cases, suspected releases.

Suspected Release Reporting: Upon the completion of a suspected release investigation from which it could not be determined whether a release has occurred, the owner or operator must, within 15 days of the indication of the suspected release, complete and submit this form to the appropriate regional office of the Department (Subsection 245.304(c)(2)).

Confirmed Release Reporting: The owner or operator must notify the appropriate regional office of the Department by telephone as soon as practicable, but no later than 24 hours, after the confirmation of a release (Subsections 245.305(a) and (b)). Within 15 days of that telephone notification, the owner or operator must complete and submit this form to the appropriate regional office of the Department, to each municipality in which the release occurred, and to each municipality where that release has impacted environmental media or water supplies, buildings, or sewer or other utility lines (Subsections 245.305(c) and (e)). And if new impacts to environmental media or water supplies, buildings, or sewer or other utility lines are discovered after that initial written notification, the owner or operator must, within 15 days of the discovery of the new impact, complete and submit this form to the Department and to each impacted municipality (Subsections 245.305(d) and (e)).

INFORMATION FOR CERTIFIED INSTALLERS AND INSPECTORS (I/I)

In accordance with the Storage Tank Program's certification regulations, certified installers and inspectors must complete and submit this form to the Department within 48 hours of observing any of the following while performing services as a certified installer or inspector: a release of a regulated substance; suspected or confirmed contamination of soil, surface or groundwater from regulated substances; or a regulated substance in a containment structure or facility (Subsections 245.132(a)(4) and 245.132(a)(6)).

INSTRUCTIONS

Record the storage tank facility I.D. number at the top right-hand corner of each page of this form.

Owners and Operators (O/O): Indicate if this is an initial or follow-up notification by marking the appropriate box found in the top right-hand corner of this page.

- To report a Suspected Release, complete all information in Sections I, II, IIIA, IIIC, VI, VIII and IX.
- To report a Confirmed Release, complete all information in Sections I, II, IIIA, IIIB, IIIC, IV, V, VIII and IX.

Certified Installers and Inspectors (I/I): Complete all information in Sections I, II, IIIA, IIIC, VI or VII, VIII, and IX. Attach a copy of the failed, valid tightness test results, if applicable.

PLEASE SEND COMPLETED ORIGINAL FORM TO:

PA Department of Environmental Protection
Environmental Cleanup and Brownfields Program
Storage Tank Section

(and the appropriate address below, depending on where the FACILITY is located)

<p>Northwest Region 230 Chestnut Street Meadville, PA 16335-3481 PHONE: 814-332-6945 / 800-373-3398 FAX: 814-332-6121 Counties: Armstrong, Butler, Clarion, Crawford, Elk, Erie, Forest, Indiana, Jefferson, Lawrence, McKean, Mercer, Venango, Warren</p>	<p>North-central Region 208 W. Third Street, Suite 101 Williamsport, PA 17701 PHONE: 570-327-3636 FAX: 570-327-3420 Counties: Bradford, Cameron, Centre, Clearfield, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga, Union</p>	<p>Northeast Region 2 Public Square Wilkes-Barre, PA 18701-1915 PHONE: 570-826-2511 FAX: 570-820-4907 Counties: Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne, Wyoming</p>
<p>Southwest Region 400 Waterfront Drive Pittsburgh, PA 15222 PHONE: 412-442-4000 FAX: 412-442-4194 Counties: Allegheny, Beaver, Cambria, Fayette, Greene, Somerset, Washington, Westmoreland</p>	<p>South-central Region 909 Elmerton Avenue Harrisburg, PA 17110 PHONE: 717-705-4705 / 800-541-2050 FAX: 717-705-4830 Counties: Adams, Bedford, Berks, Blair, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry, York</p>	<p>Southeast Region 2 East Main Street Norristown, PA 19401 PHONE: 484-250-5900 FAX: 484-250-5961 Counties: Bucks, Chester, Delaware, Montgomery, Philadelphia</p>

- 2 -

V. INTERIM REMEDIAL ACTIONS (O/O Only)Indicate the Interim Remedial Actions Planned, Initiated or Completed (Mark All That Apply ☒):

	Planned	Initiated	Completed	Not Applicable
Regulated Substance Removed from Storage Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire, Explosion and Safety Hazards Mitigated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contaminated Soil Excavated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Free Product Recovered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supplies Identified and Sampled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary Water Supplies Provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI. SUSPECTED RELEASE / CONTAMINATION INFORMATION (Both O/O and I/I)Date the Indication of a Suspected Release / Contamination was Observed: ____ / ____ / ____
m d yIndication of Suspected Release / Contamination (Mark All That Apply ☒):

- | | |
|---|--|
| <input type="checkbox"/> Unusual Level of Vapors | <input type="checkbox"/> Containment Sump Test Failure |
| <input type="checkbox"/> Erratic Behavior of Product Dispensing Equipment | <input type="checkbox"/> Spill Prevention Equipment Test Failure |
| <input type="checkbox"/> Release Detection Results Indicate a Release | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Discovery of Holes in the Storage Tank | |

VII. CONFIRMED CONTAMINATION INFORMATION (I/I Only)Date the Confirmed Contamination was Observed: ____ / ____ / ____
m d yExtent of Confirmed Contamination (Mark All That Apply ☒):

- | | |
|--|--|
| <input type="checkbox"/> Product Stained or Product Saturated Soil or Backfill | <input type="checkbox"/> Free Product or Sheen on the Ground Water Surface |
| <input type="checkbox"/> Ponded Product | <input type="checkbox"/> Free Product or Sheen on Surface Water |
| <input type="checkbox"/> Free Product or Sheen on Ponded Water | <input type="checkbox"/> Other (Specify) _____ |

VIII. ADDITIONAL INFORMATION (Both O/O and I/I)

Provide any additional, relevant, available information concerning the release or contamination. If reporting a confirmed release, include specific details about the source and cause of the release, the affected environmental media, and any impacts to water supplies, buildings, or sewer or other utility lines. Owners or Operators reporting a suspected release should describe what procedures were followed to investigate the indication(s) of the suspected release noted in Section VI. Provide both DEP-assigned and owner/operator-assigned tank number(s), where applicable. Use additional 8½" x 11" sheets of paper, if necessary.

IX. CERTIFICATION (Both O/O and I/I)**OWNER OR OPERATOR CERTIFICATION**

I, _____, hereby certify, under penalty of law as provided in 18 Pa.
(Print Name)

C.S.A. §4904 (relating to unsworn falsification to authorities) that I am the owner or operator of the above referenced storage tank facility and that the information provided by me in this notification is true, accurate and complete to the best of my knowledge and belief.

Signature of Owner or Operator

_____/_____/_____
Date

CERTIFIED INSTALLER CERTIFICATION

I, _____, hereby certify, under penalty of law as provided in 18 Pa.
(Print Name)

C.S.A. §4904 (relating to unsworn falsification to authorities) that I am the certified installer who performed tank handling activities at the above referenced storage tank facility and that the information provided by me in this notification is true, accurate and complete to the best of my knowledge and belief.

Signature of Certified Installer

_____/_____/_____
Date

Installer Certification Number

Company Certification Number

CERTIFIED INSPECTOR CERTIFICATION

I, _____, hereby certify, under penalty of law as provided in 18 Pa.
(Print Name)

C.S.A. §4904 (relating to unsworn falsification to authorities) that I am the certified inspector who performed inspection activities at the above referenced storage tank facility and that the information provided by me in this notification is true, accurate and complete to the best of my knowledge and belief.

Signature of Certified Inspector

_____/_____/_____
Date

Inspector Certification Number

Company Certification Number

**APPENDIX E: CERTIFICATION OF THE APPLICABILITY OF THE
SUBSTANTIAL HARM CRITERIA CHECKLIST**

CERTIFICATION OF THE APPLICABILITY OF THE SUBSTANTIAL HARM CRITERIA CHECKLIST

Facility Name Ecore International, York Facility
Location 76 Acco Drive York, PA 17402

1. Does the Facility transfer oil over water to or from vessels **and** does the Facility have a total oil storage capacity greater than or equal to 42,000 gallons? ☐ Yes ☒ No
2. Does the Facility have a total oil storage capacity greater than or equal to 1 million gallons **and** does the Facility lack secondary containment that is sufficiently large to contain the capacity of the largest aboveground oil storage tank plus sufficient freeboard to allow for precipitation within any aboveground oil storage tank area? ☐ Yes ☒ No
3. Does the Facility have a total oil storage capacity greater than or equal to 1 million gallons **and** is the Facility located at a distance (as calculated using the formula in Attachment C-III, Appendix C, 40 CFR 112 or a comparable formula¹) such that a discharge from the Facility could cause injury to fish and wildlife and sensitive environments? For further description of fish and wildlife and sensitive environments, see Appendices I, II, and III to DOC/NOAA's "Guidance for Facility and Vessel Response Environments" (Section 10, Appendix E, 40 CFR 112 for availability) and the applicable Area Contingency Plan. ☐ Yes ☒ No
4. Does the Facility have a total oil storage capacity greater than or equal to 1 million gallons **and** is the Facility located at a distance (as calculated using the appropriate formula (Attachment C-III, Appendix C, 40 CFR 112 or a comparable formula¹) such that a discharge from the Facility would shut down a public drinking water intake²? ☐ Yes ☒ No
- ¹ If a comparable formula is used, documentation of the reliability and analytical soundness of the comparable formula must be attached to this form.
- ² For the purposes of 40 CFR 112, public drinking water intakes are analogous to public water systems as described at 40 CFR 143.2(c).
5. Does the Facility have a total oil storage capacity greater than or equal to 1 million gallons **and** has the Facility experienced a reportable oil spill in an amount greater than or equal to 10,000 gallons within the last 5 years? ☐ Yes ☒ No

Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate and complete.

Signature Jeff Jakis

Name (print or type) Jeff Jakis

Title Plant Manager

Date 3-20-2023

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