



## CHECKLIST FOR PERSONS APPLYING FOR A PERMIT (OR RENEWAL) TO CONSTRUCT AND/OR OPERATE A RESOURCE RECOVERY FACILITY

The attached application will not be processed unless all of the following information is provided by the applicant. The following checklist is based upon the specific requirements contained in Delaware's *Regulations Governing Solid Waste* (DRGSW). Please complete this checklist by placing a check mark before each included item and submit along with the completed application to the address below. **The applicant must submit 3 copies of the completed application package as well as an electronic version suitable for distribution and posting on the DNREC website.**

Department of Natural Resources and Environmental Control  
Compliance & Permitting Section, Waste Management & Reduction Branch  
89 Kings Highway  
Dover, Delaware 19901

- X 1. Solid Waste Management Facility Application. (pursuant to Section 4.4.1.1 of DRGSW).
- Need from DNREC  
     2. Once the application has been deemed complete, the Department will invoice the applicant for remittance of the public notice fee in accordance with 7 *Del. C.*, Section 6004.
- X 3. Proof of ownership of the property / copy of lease agreement (pursuant to Section 4.4.1.2 of DRGSW).
- X 4. A Plan of Operation (as described in Section 4.4.1.3 of DRGSW).
- X 5. An Engineering Report (as described in Sections 4.4.1.4 and 9.3 of the DRGSW).
- Incd in Item 4      6. A Recycling Analysis (as described in Section 4.4.1.5 of the DRGSW).
- N/A 7. A plan for sampling, analysis, and disposition of ash or other residuals and for the documentation of non-hazardous characteristics of the incoming materials as deemed appropriate (Section 4.4.1.6 of DRGSW).
- N/A 8. A Hydrogeological Assessment, if deemed necessary by the Department (pursuant to Section 4.4.1.7 of DRGSW).
- N/A 9. An Environmental Assessment (as described in Section 4.4.1.8 of DRGSW).
- Incd in Item 4      10. Topographical and Site Maps (as described in Section 4.4.1.9 of DGRSW).
- X 11. Proof that all applicable permits, licenses, and approvals have been obtained or applied for (pursuant to Section 4.4.1.10 of DRGSW).
- X 12. A Conceptual Closure Plan (pursuant to Section 4.4.1.11 of DRGSW).
- X 13. Proof of financial responsibility for closure (pursuant to Section 4.4.1.12 of DRGSW).
- X 14. Proof that the Resource Recovery Facility will be sited (as described in Sections 4.4.1.13 and 9.2 of DRGSW).
- N/A 15. A completed *Applicant Background Information* form, if applicable (7 *Del. C.* Chapter 79).

Checklist Item 1  
Application for a Solid Waste  
Facility Permit



Delaware Department of Natural Resources and Environmental Control  
Solid & Hazardous Waste Management Section

**Solid Waste Management Facility Application**

Please type or print all information

1. Facility Permit Information: (if applicable)

A. Permit Number: \_\_\_\_\_

B. Date of Expiration: \_\_\_\_\_

C. Are you requesting any changes to the conditions required by the current solid waste facility permit?  
 Yes     No    (If "Yes", please attach the request and supporting documents.)

2. Facility Information:

Facility Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone(s): \_\_\_\_\_ Fax: \_\_\_\_\_

Total Site Area (Acres): \_\_\_\_\_ Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

3. Owner Information:

Owner's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

4. Operator Information:

Operator's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

5. Type of Facility:

- Sanitary Landfill
- Transfer Station
- Thermal Recovery

- Industrial Landfill
- Materials Recovery Facility
- Other \_\_\_\_\_

6. Types of Solid Waste to be Accepted (check all that apply):

- Municipal
- Industrial
- Infectious
- Other (specify) \_\_\_\_\_

7. Service Area (political jurisdictions and unincorporated area to be served by the facility):

\_\_\_\_\_

\_\_\_\_\_

8. Estimated Quantities of Waste Expected to be Handled at the Facility:

A. Average daily tonnage expected during peak season (may be a range): \_\_\_\_\_

B. Maximum daily tonnage expected: \_\_\_\_\_ tons

C. Average weekly tonnage expected during peak season (may be a range): \_\_\_\_\_

D. Maximum weekly tonnage expected: \_\_\_\_\_ tons

Note: Maximum daily and weekly tonnages must consider operating hours and days specified in Section 11 of this form. Analysis required by the Environmental Assessment must consider maximum expected tonnages whenever estimates of waste handling activity are needed. The Engineering Report required by the DRGSW must indicate the maximum tonnage which the facility is designed to process (per hour/per day).

9. Disposal Capacity of Proposed Landfill Cells (if applicable):

A. Cell Designation: \_\_\_\_\_

B. Cell Acreage: \_\_\_\_\_

C. Cell Capacity (years): \_\_\_\_\_

D. Cell Capacity (cubic yards): \_\_\_\_\_

10. Disposal Capacity Remaining in Existing Landfill (if applicable):

\_\_\_\_\_

11. Operating Hours:

A. Daily Operating Hours (include all time periods when waste may be handled): \_\_\_\_\_

\_\_\_\_\_

B. Daily Business Hours (i.e. hours open to the public): \_\_\_\_\_

C. Days of Operation: \_\_\_\_\_

D. Operating Days Per Year: \_\_\_\_\_

12. Applicant Background Information:

If an Environmental Permit Application Background Statement is required by 7 Del. C., Chapter 79, please complete the Environmental Permit Application Background Statement.

Has an Environmental Permit Application Background Statement been completed and attached?

Yes  No

Is any information in the Environmental Permit Application Background Statement considered by the applicant to be confidential?  Yes  No It was previously completed

**INSTRUCTION:** The applicant may claim that some of the information presented in the Environmental Permit Applicant Background Statement is confidential. An applicant wishing to make such a claim should write, preferably in red ink, "claimed confidential information" at each point in the response where such confidentiality is claimed, and provide an explanation of why the release of such information would constitute an invasion of personal privacy or would seriously affect the applicant's business or competitive situation. The confidentiality determination will be subject to the **FOIA Regulation**, Section 6.

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Applicant or Corporate Agent

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## Checklist Item 2

Once the application has been deemed complete, the Department will invoice the applicant for remittance of the public notice fee in accordance with 7 Del. C., Section 6004.

## Checklist Item 3

### Proof of Ownership of the Property

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and executed this 21<sup>st</sup> day of September, 2010, by and between Clifton Mill Associates, L.L.C., a Delaware limited liability company (hereinafter called the "Landlord"), and Magnus Environmental Corporation, a Delaware corporation (hereinafter called the "Tenant").

WITNESSETH:

### ARTICLE I LEASED PREMISES

1.1. Landlord, in consideration of the rents to be paid by Tenant and the covenants and agreements hereinafter set forth to be performed by Tenant, does hereby lease unto Tenant that certain premises (the "Premises") containing approximately 11,000 square feet, according to the Floor Plan attached hereto as Exhibit A, of that building with an address of 220 Marsh Lane, New Castle, State of Delaware, 19720; and also including those parking spaces or areas adjacent to the Premises for Tenant's agents, employees, representatives, customers, licensees and invitees all as shown and delineated on Exhibit A. Tenant shall not be entitled to go on or over or otherwise occupy or use other parts of the property of which the Premises are a part, except for access to the Premises from Marsh Lane in the area(s) provided by Landlord for such access. Notwithstanding anything else set forth in this Lease, Landlord shall be able to use the parking areas and other areas outside of the warehouse to access other areas on the property which are not a part of the Premises.

1.2. Reservation of Rights and Property Area. Notwithstanding anything contained in this Lease to the contrary, Landlord expressly retains and reserves and expressly excepts out of and reserves from the Premises, to the extent applicable, the exclusive use and enjoyment of that portion of the property surrounding the Premises shown on Exhibit B on which there is now or may hereafter be located and installed a micro wave tower or other telecommunication facility, together with and including, but not limited to appurtenant fencing, access drives, utilities and other associated structures, towers, buildings, paving and other improvements, (the "Communication Facilities"), for so long as such designated areas do not unreasonably interfere with or restrict Tenant's Permitted Use (as defined below) of the Premises. It is expressly understood and agreed by and between Tenant and Landlord that this Lease is subject to a right of reasonable vehicular and pedestrian access at all times to and use of any such Communication Facilities by Landlord and any third parties which may own, leases or operate, maintain, repair and/or replace, from time to time such Communication Facilities for the purpose of installing, operating, repairing, maintaining and replacing any such Communication Facilities, together with the further right to install, repair, maintain and replace a sign or signs customarily utilized in connection with such Communication Facilities. All such Communication Facilities and associated activities and operations set forth above shall comply with all applicable Federal, State, County or municipal laws, ordinances, regulations and rules of governmental agencies. Tenant covenants and agrees to execute and deliver such further agreements or documents as may be reasonably requested by Landlord from time to time in furtherance of the provisions of this Section.

**ARTICLE II**  
**TERM OF LEASE**

2.1. Initial Term. The initial term of this Lease shall be for a period of five (5) years commencing October 15, 2010 (the "Commencement Date") and shall expire without further notice of or demand on October 14, 2015 (the "Expiration Date") unless sooner terminated or extended as herein set forth (the "Initial Term"). In the event Landlord fails to deliver the Premises on the Commencement Date because the Premises are not then ready for occupancy, or for any other cause beyond Landlord's control, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the Premises, nor shall any delay affect the validity of the Lease, and the Commencement Date of this Lease shall be postponed until such time as the Premises are ready for Tenant's occupancy, but no such failure to give Tenant possession of the Premises on the Commencement Date specified hereinabove shall be construed in any way to extend the expiration date of the Term hereinabove specified. If the Premises are not ready on the Commencement Date, Tenant shall have the option to terminate this Lease as Tenant's sole and exclusive remedy. If permission is given to Tenant to enter into possession of the Premises prior to the date specified as the Commencement Date of the Initial Term of this Lease, Tenant covenants and agrees that such occupancy shall be under all the terms, covenants, conditions and provisions of the Lease.

2.2. Tenant shall furnish Landlord upon request, on or before occupancy of the Premises, a letter addressed to Landlord stating that the Tenant has accepted the Premises (except for any latent defects) for occupancy and setting forth the Commencement Date and Expiration Date of the Lease and such other information as either the Landlord or the mortgagee of the Premises shall reasonably request.

2.3. Renewal Term. Provided Tenant is not in default of any of its obligations under this Lease beyond any applicable notice and cure period, Tenant shall be entitled to extend the Initial Term of the Lease for one (1) additional five (5) year term upon the same terms and conditions as provided under this Lease but expressly subject to the right of Landlord to terminate the Lease at anytime during the Renewal Term for any reason in Landlord's sole and absolute discretion upon a minimum of one hundred eighty (180) days prior written notice to Tenant (the "Renewal Term"). In order to extend the Initial Term of this Lease, Tenant shall, at least one hundred twenty (120) days prior to the expiration of the Initial Term, notify Landlord in writing of its intent to exercise its right for such Renewal Term. The Initial Term and the Renewal Term are collectively referred to as the "Term".

**ARTICLE III**  
**RENT**

3.1. Tenant covenants to pay the Base Rent herein reserved and all other sums which may become due hereunder, or be payable by the Tenant hereunder, at the times and in the manner as provided in this Lease.

3.2. Commencing on the Commencement Date, Tenant covenants to pay the Landlord as base rent ("Base Rent") for the Premises during the first two (2) years of the Initial Term of the Lease at the rate of Four and 50/100 Dollars (\$4.50) per square foot, for a total annual

Base Rent of Forty-Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00) payable in advance, in equal monthly installments of Four Thousand One Hundred Twenty-Five and 00/100 Dollars (\$4,125.00) upon the first day of each and every month during the first two (2) years of the Initial Term; provided, however, that if the Lease shall commence on a day other than the first day of a calendar month or shall end on a day other than the last day of a calendar month, the rental for such first or last fractional month shall be such proportion of the monthly rentals as the number of days in such fractional month bears to the total number of days in the calendar month. The Base Rent shall be adjusted commencing on the beginning of the third Lease Year and continuing throughout the Initial Term to a rate of Four and 75/100 Dollars (\$4.75) per square foot, for a total annual Base Rent of Fifty Two Thousand Two Hundred Fifty and 00/100 Dollars (\$52,250.00) payable in equal monthly installments (as provided above) of Four Thousand Three Hundred Fifty-Four and 17/100 Dollars (\$4,354.17).

3.3. If Tenant shall fail to pay, within five (5) days of when the same is due and payable, any Base Rent or any Additional Rent (collectively the "Rent"), Tenant shall pay, in addition to the unpaid amount, a late fee equal to five (5%) percent of the unpaid amount and all unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of Eighteen (18%) per cent per annum, but in no event higher than the legal limit.

3.4. Landlord and Tenant intend that the Rent specified in this Lease shall be absolutely net to Landlord, and that all costs, expenses and charges of every kind and nature relating or attributable to the Premises, or which become due during the Term of this Lease, except through neglect or fault of Landlord, shall be paid by Tenant.

3.5. As used in this Lease, "Lease Year" means a period of twelve (12) consecutive calendar months, with the first Lease Year commencing on the Commencement Date if the Commencement Date is the first day of a calendar month, and otherwise on the first day of the first full calendar month following the Commencement Date; but the first Lease Year includes the period between the Commencement Date and such other date, if applicable. Each succeeding Lease Year commences on the anniversary date of the preceding Lease Year.

#### **ARTICLE IV** **SECURITY DEPOSIT**

4.1. Tenant has deposited with Landlord a security deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) as security for the performance by Tenant of its obligations under this Lease (the "Security Deposit"). Landlord may use, apply on Tenant's behalf or retain (without liability for interest) during the Term the whole or any part of the Security Deposit to the extent required for the payment of any Rent or other sums as to which Tenant may be in default hereunder, or for any sum that Landlord may expend to cure any default of Tenant or by reason of Tenant's default, including, but not limited to, any deficiency or damage incurred in reletting the Premises. After each application from the Security Deposit, Tenant must replenish the Security Deposit to the amount originally provided as set forth above promptly following Landlord's written demand. Provided that Tenant has complied with all the terms of this Lease, the Security Deposit will be returned to Tenant without interest within thirty

(30) days after the expiration of the Term and after surrender of possession of the Premises in accordance with the terms of this Lease. Tenant will not be entitled to any interest on the Security Deposit. The covenants in this Article are personal covenants between Landlord and Tenant and not covenants running with the land, and in no event will any mortgagee or any purchaser at a foreclosure sale or a sale in lieu of foreclosure be liable to Tenant for the return of the Security Deposit, unless the same has been transferred to it. In the event of a sale of the property upon which the Premises is located or assignment of this Lease by Landlord to any person Landlord will have the right to transfer the Security Deposit to its vendee or assignee and thereupon Landlord will be considered released from any liability with respect to such Security Deposit to Tenant. After such transfer, Tenant will look solely to the new landlord for the return of the Security Deposit. Tenant may not assign or encumber the Security Deposit or its interest therein, and Landlord will not be bound by any attempted assignment or attempted encumbrance.

#### **ARTICLE V** **ADDITIONAL RENT**

5.1. In addition to the Base Rent payable under Article 3 hereof, Tenant agrees to pay any costs associated with overall operations of the Premises incurred by Landlord, including, but not limited to, maintenance, repairs, taxes, insurance or other, as set forth elsewhere in this Lease. Nothing in this paragraph shall be deemed to relieve Tenant of its obligations under Article 12 hereof or elsewhere in this Lease.

#### **ARTICLE VI** **UTILITIES**

6.1. Tenant agrees to pay all charges associated with the Tenant's occupancy and use of the Premises for heat, water, electricity, sewage disposition, telephone and all other utilities during the Term of this Lease as the same shall become due. The quantity of electricity and natural gas and other utilities furnished to the building of which the Premises are a part shall be separately metered by the public utilities to the extent separate metering is or becomes available, and Tenant shall make timely payment for such utilities even though such payment may include portions of the building not occupied by Tenant. The installation costs of any meters shall be paid by Landlord or the utility company. Landlord shall not be liable to Tenant for the quality or quantity of any such utilities, or for any interruption in the supply of any such utilities, except if caused by the negligence or wrongful act or omission of Landlord, or its agents or employees. Tenant shall pay all costs of sewer, fire sprinkler and propane or gas (as applicable) for both the Premises and the building of which the Premises are a part.

#### **ARTICLE VII** **TAXES AND ASSESSMENTS**

7.1. Tenant shall pay its pro-rata share of all taxes and assessments which may be levied or assessed by any lawful authority during each Lease Year during the Term of this Lease against the land, the building or the Premises or any part thereof (hereinafter referred to as the "Taxes"). Tenant's pro-rata share of property taxes shall be 15.568% (calculated as 40% of

38.92%) of the taxes due with respect to the building assessment of the property of which the Premises are a part, and 2.5% of the taxes due with respect to the land assessment for the property of which the Premises are a part. In the event the property of which the Premises are a part are subdivided, or additional improvements are constructed in the future, the pro-rata share of taxes shall be equitably adjusted by the Landlord. Taxes shall be deemed levied or assessed with respect to the applicable assessment period in which the same initially constitute a lien against the land, the building or the Premises or any part thereof. Tenant shall pay all sums due under this paragraph within thirty (30) days of presentation of invoice from Landlord.

**ARTICLE VIII**  
**LANDLORD'S REMEDIES IN EVENT TENANT**  
**FAILS TO MAKE PAYMENTS, ETC.**

8.1. Tenant covenants and agrees that if it shall at any time fail to make any payment or perform any act on its part to be made or performed as in this Lease provided, then Landlord may, but shall not be obligated so to do, following five (5) days written notice in the case of any monetary default and thirty (30) days written notice in the case of any non-monetary default, unless in the case of emergency, in which case no notice shall be necessary, and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained, make any such payment or perform any such act on the part of Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may deem reasonable, and in exercising any such rights to pay necessary and incidental costs and expenses, employ third parties and incur and pay reasonable attorneys' fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act(s) by Landlord, together with interest thereon at the rate of eighteen percent (18%) per annum, but not higher than the legal limit, from the date of the making of such expenditure by Landlord, shall be deemed Additional Rent hereunder and, except as otherwise in this Lease, expressly provided, shall be payable to Landlord on demand, and Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Base Rent.

**ARTICLE IX**  
**USE AND OCCUPANCY/ENVIRONMENTAL LAWS**

9.1. It is understood and agreed between the parties that the Premises during the continuance of this Lease shall be used and occupied exclusively for **tire shredding and recycling activities** (sometimes hereinafter referred to as the "Permitted Use") and for no other purpose without the prior written consent of Landlord. Tenant agrees, at its own expense, to obtain all approvals, certificates, or permits of every kind and nature, including a certificate of occupancy that may be required in order for Tenant to occupy and use the Premises. Tenant agrees that it will comply with and not use or permit any person to use the Premises or any part thereof for any use or purposes in violation of any federal, state or local laws, statutes, regulations, ordinances, permits or other authorizations of any governmental agency or authority (collectively the "Laws"). During the Term, Tenant will keep the Premises and every part thereof in good condition, normal wear and tear and casualty excepted, and generally will comply with all Laws pertaining to health, zoning, subdivision, building, environmental and

police regulations. All signs and advertising displayed in and about the Premises shall be such only as to advertise the business carried in upon the Premises and Landlord shall control the location, character and size thereof, subject to compliance with all applicable Laws. No signs shall be displayed except as approved in writing by Landlord and in compliance with all applicable Laws.

9.2. Whenever this Lease shall be terminated, whether by lapse of time, default, or in any other way, Tenant will yield and deliver up the Premises, including the improvements thereon and the fixtures and equipment belonging to Landlord therein contained, peaceably to Landlord in as good repair as when taken, except for casualty not caused by Tenant and normal wear and tear. Tenant shall remove all of its personal property (including any signs) at Tenant's expense. In the event possession of the Premises is not immediately delivered to Landlord or if Tenant shall fail to remove any furniture, inventory, supplies, movable trade fixture or other personal property that Tenant is required to remove, then Landlord may remove or dispose of such personal property at Tenant's cost and expense and without any liability to Tenant. Any movable trade fixtures and personal property which may be removed from the Premises by Tenant but which are not so removed, and all improvements made by Tenant to the Premises, shall be conclusively presumed to have been abandoned by Tenant and title to such property shall pass to Landlord without any payment or credit, and Landlord may, at its option, keep such property in the Premises, or at Tenant's expense remove or relocate such property from the Premises or otherwise dispose of such property without any liability whatsoever to Landlord.

9.3. Tenant covenants and agrees that Tenant shall not generate, use, store, handle, process or dispose of any "Hazardous Material" (as defined below) in or about the Premises or any part of the Building or the property of which it is a part, in violation of "Environmental Laws" (as defined below). Environmental Laws means all Federal, State and local laws, rules, ordinances, and regulations relating to the pollution or protection of the environment, including but not limited to, the General Waste Management Act, 7 Del. C. Chapter 60, the Delaware Hazardous Waste Management Act, 7 Del. C. Chapter 63, the Federal Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6690, et seq., the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et. seq., and the regulations promulgated under said Acts. Tenant and Landlord covenant and agree to indemnify and hold the other party harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from breach of the foregoing covenants in this paragraph by Landlord or Tenant or their respective agents, officers, directors, employees, agents, contractors, customers, visitors, licensees, invitees (and subtenants, if applicable) either during or after the Lease Term. The foregoing indemnification under this paragraph shall survive the termination or expiration of this Lease.

#### **ARTICLE X** **LIABILITY INSURANCE AND INDEMNITY**

10.1. Tenant shall indemnify and hold Landlord harmless from any and all liability for damages to any person or property in, on or about the Premises or the property of which it is part or arising from Tenant's business operations from any cause whatsoever

(including but not limited to the acts or omissions of Tenant, its officers, employees, agents, representatives, contractors, customers, guests, invitees, tenants, subtenants, licensees or other this parties under the direction or control of Tenant) (collectively the "Tenant Permittees"), and Tenant agrees that it will at all times during the Term hereof, carry and maintain, for the mutual benefit of Landlord and Tenant, and naming Landlord as an additional insured, commercial general liability insurance, against claims for bodily injury, personal injury, sickness or disease, including death and property damage in, on or about the Premises. Such insurance shall afford protection for a limit of not less than \$1,000,000.00 for any one occurrence and not less than a \$2,000,000.00 general aggregate per year for the Premises and including products/completed operation insurance for at least \$1,000,000.00 per occurrence and a \$2,000,000.00 annual aggregate limit. The Tenant shall also purchase and maintain Garage Keepers' Legal Liability insurance in a limit of \$1,000,000.00 per occurrence. Tenant shall furnish Landlord with a certificate or certificates of such insurance policy or policies. All such insurance shall be procured from an insurance company or companies satisfactory to Landlord and authorized to do business in the state of Delaware and may be obtained by Tenant by endorsement on its blanket insurance policies, if in effect. Each such insurer shall have an AM Best Rating of at least A-IX or other equivalent rating from a rating bureau reasonably acceptable to Landlord. In the event Tenant shall fail to procure such insurance and to keep such insurance in effect during the entire Term hereof, Landlord may, at its option, procure the same for the account of Tenant and Landlord, and the cost thereof shall be paid to Landlord as Additional Rent upon receipt by Tenant of bills therefore. The indemnification of Landlord by Tenant shall not be dependent on any insurance or the availability thereof. All such insurance shall cover Landlord on a primary, non-contributing basis and contain a waiver of subrogation with respects to Landlord, and require thirty (30) days advance written notice to Landlord in the event of cancellation, non-renewal or imposition of a material change in coverage. Such insurance shall also provide that no act or omission of Tenant shall in any way affect or reduce the insurance coverage provided to Landlord thereunder. Tenant shall provide a certificate of insurance (Accord 25 or equivalent) evidencing the coverage requested on or before the Commencement Date of this Lease and a renewal certificate on or before each anniversary of each Lease Year of this Lease and the renewal of the related insurance coverage provided to Landlord hereunder.

**ARTICLE XI**  
**FIRE INSURANCE AND EXTENDED COVERAGE**

11.1. Tenant shall maintain, at its own expense, special form All Risk property and business insurance on the Premises, including any deductible losses that may occur at covered Premises for a value of not less than 100% of the full replacement cost of the Premises leased as determined by the Landlord. Landlord will re-evaluate and adjust upward the insured replacement cost of the property each year as necessary. The property insurance shall cover the entire building, and Landlord shall pay a pro rata share of the cost of such insurance based upon the square footage of the building it occupies as compared to the square footage of the entire building. Notwithstanding the foregoing, if Landlord at any time shall be able to procure the insurance described in this paragraph at a rate less than that obtained by Tenant, Landlord shall have the option of obtaining such insurance and charging Tenant its pro rata share of the premiums associated therewith.

11.2. Tenant shall also maintain, at its own expense, Comprehensive Boiler and Machinery Insurance Coverage/Equipment Breakdown Coverage equal to 100% of the replacement cost of the insured building and related property including business interruption and rental interruption coverage for 12 months of Rent coverage due under this Lease.

11.3. Tenant agrees to maintain, at its own expense, All Risk property insurance coverage on its contents including coverage for any tools, equipment, inventory and other property as well as business income/business interruption insurance coverage for a minimum of one year of projected revenues as well as fixed expenses including, Rent payable to Landlord hereunder. Tenant's property coverage shall contain a waiver of subrogation with respect to any coverage provided for the benefit of the Landlord. Tenant shall provide a certificate of insurance (Accord Form 27) to Landlord confirming that such property coverage is in effect and requiring that 30 days notice prior to cancellation, non-renewal or any material change in the Tenants' property insurance coverage shall be provided to Landlord. Such coverage shall be provided by an insurance company licensed and admitted to provide coverage in Delaware and with an AM Best Rating A-IX or other equivalent rating from a comparable rating bureau reasonably acceptable to Landlord. Tenant shall provide a renewal certificate each subsequent Lease Year on or before the renewal date of the property insurance policy.

## **ARTICLE XII**

### **DESTRUCTION AND RESTORATION**

12.1. If, after the commencement of the Term of this Lease, and prior to the expiration or earlier termination hereof, the Premises shall be partially damaged (as distinguished from "substantially damaged," as that term is hereinafter defined) by fire or casualty, Landlord shall promptly proceed to restore the Premises to substantially the condition in which the Premises were in at the time of such damage, but Landlord shall not be responsible for delay which may result from any cause beyond the reasonable control of Landlord.

12.2. If, after the commencement of the Term of this Lease, and prior to the expiration or earlier termination hereof, the building in which the Premises is located or the Premises shall be substantially damaged (as that term is hereinafter defined) by fire or casualty, the risk of which is covered by Landlord's insurance, and Landlord does not elect to terminate this Lease as hereinafter set forth, Landlord shall, promptly after such damage and the determination of the net amount of insurance proceeds available to Landlord, restore (consistent, however, with zoning laws, building codes and all other applicable Laws then in existence) the Premises to substantially the condition in which the Premises were in at the time of such damage, except as hereinafter provided, the Landlord shall not be responsible for delay which may result from any cause beyond the reasonable control of Landlord. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Premises, in the estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of insufficiency and restore the Premises with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant not later than six (6) months after the casualty.

12.3. The term "substantially damaged," as used herein, shall refer to damage of such a character that the same cannot, in the ordinary course, reasonably be expected to be repaired within ninety (90) days from the time that such work would commence.

12.4. If the building in which the Premises is located is substantially damaged, and Landlord determines within three (3) months of the casualty that its continued operation would be uneconomic, Landlord shall also have the right to terminate this Lease by suitable notice to Tenant within three (3) months of the casualty in which is stated a date as of which Landlord desires surrender of Tenant's occupancy and use of the Premises, and this Lease shall terminate as of the date so stipulated as if the same were the date originally established as the expiration date hereof.

12.5. If the Premises shall be damaged by fire or casualty, the Base Rent shall abate or be reduced proportionately for the period in which, by reason of such damage, there is substantial interference with the operation of Tenant's business in the Premises, having regard to the extent to which Tenant may be required to discontinue Tenant's business in the Premises, but such abatement or reduction shall end upon completion by Landlord of the work which Landlord is required to do under this Article XXI in restoration of the Premises.

**ARTICLE XIII**  
**REPAIRS, MAINTENANCE AND ACCEPTANCE OF PREMISES**

13.1. Tenant covenants and agrees at its own expense to keep the interior of the Premises, including without limitation, electrical, mechanical and plumbing systems, and all pipes, conduits, wires, switches and valves, at all times neat and clean, in good appearance, order, condition and repair, ordinary wear and tear and casualty excepted. Tenant shall further maintain the floors of the Premises, and take care that the floors do not suffer any damage as a result of Tenant's occupancy and/or use of the Premises and maintain all lighting and replace all light bulbs from time to time. Except as otherwise expressly provided herein, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making in a reasonable manner any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein.

13.2. Tenant shall also be responsible for the maintenance of the parking, driveways, and landscaping, including but not limited to snow removal and grass-cutting, outside of the existing building as shown on the attached Exhibit A. Tenant shall maintain the exterior areas for which it is responsible in a professional appearance consistent with exterior maintenance performed by Landlord on those areas for which Landlord is responsible.

13.3. Landlord covenants and agrees, at its own expense, to maintain the basic structure of the building, including the roof and outer walls, as well as the driveways and parking areas, except to the extent such maintenance or repairs are required in whole or in part because of the negligence of or intentional acts or omissions of Tenant, or Tenant's Permittees, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs as Additional Rent.

13.4. Tenant acknowledges that it has examined the Premises prior to the making of this Lease, and knows the condition thereof, and that no representations as to the condition or the state of repairs thereof have been made by Landlord or its agent which are not herein expressed, and Tenant hereby accepts the Premises in their present "as is" condition at the

date of the execution of this Lease, except for any latent defects. Landlord makes no representations and/or warranties, expressed or implied, including those of merchantability or fitness for a particular purpose or of any future benefit with regard to the Premises or with respect to the suitability of the Premises for the conduct of Tenant's business.

13.5. All repairs and replacements required of Landlord or Tenant by any of the foregoing provisions shall be of quality and class equal to the original materials and workmanship.

#### **ARTICLE XIV** **ALTERATIONS**

##### 14.1. Initial Alterations by Tenant

(a) Truck Scale. Tenant shall have the right to design, construct, maintain, repair, replace, operate and use a truck scale including approach ramps and other appurtenant improvements and betterments (collectively the "Truck Scale") in connection with Tenant's Permitted Use on the Premises within the area delineated on Schedule 14.1 attached hereto (the "Truck Scale Area") subject to the provisions of this Section 14.1 and all other applicable provisions of this Lease that pertain to the Premises at Tenant's sole cost and expense. Tenant shall provide to Landlord for Landlord's prior review and approval such drawings, plans and specifications for the Truck Scale as Landlord may reasonably request, including the location of a scale house and any general terms and conditions of operation and use (to be mutually agreed upon between the Landlord and Tenant). Landlord shall at no cost or expense to Tenant, provide to Tenant the use of one of Landlord's existing construction office trailers that Tenant shall use as the scale house for the Truck Scale (the "Scale House"). The Scale House shall be provided by Landlord in a commercially reasonable condition consistent with its intended use and sited in the designated area within the Truck Scale Area within five (5) business days after receipt of written notice from Tenant that the Truck Scale has been installed and completed and is in operating condition, or as otherwise mutually agreed upon in writing between Landlord and Tenant. Any and all maintenance and repairs of the Scale House required after delivery by Landlord as well as the Truck Scale and the Truck Scale Area shall be the sole responsibility of Tenant and shall be undertaken and completed in commercially reasonable manner and shall otherwise be subject to all provisions of this Lease that are applicable to the Premises, in general. In addition, any and all utilities with the exception of electric and telephone conduit to the truck scale trailer which the Landlord shall provide or other services or operations (including, but not limited to any personnel, security or equipment) desired or required or used by Tenant with respect to the operation and use of the Truck Scale Area, the Truck Scale or the Scale House shall be the sole obligation and responsibility of and at the sole cost and expense of the Tenant. In partial consideration of Landlord's agreement to provide Tenant with the Truck Scale Area, together with the right to construct and operate the Truck Scale and utilize the Scale House (collectively the "Truck Scale Facilities"), Tenant acknowledges and agrees that Landlord and its affiliated entities and their respective employees, agents, contractors and representatives (collectively the "Landlord Parties") shall have the right and ability to utilize the Truck Scale Facilities for their intended purposes, in common with Tenant, at no cost or expense to the Landlord Parties. Notwithstanding anything contained in this Lease to the contrary, at the expiration or earlier termination of this Lease, the Truck Scale

and all alterations, additions or improvements made within the Truck Scale Area by Tenant, as well as the Scale House shall be surrendered in accordance with the terms of this Lease and shall remain and become the property of the Landlord, subject to right and option of Landlord to required Tenant to remove the Truck Scale and restore the Truck Scale Area to substantially the same condition which existed prior to the installation of the Truck Scale Facilities.

(b) Perimeter Fencing. Within thirty (30) days after the Commencement Date or as otherwise mutually agreed upon in writing between Landlord and Tenant, Tenant covenants and agrees to install, at Tenant's sole cost and expense, new perimeter chain link fencing and gates with respect to the Premises and a portion of the Landlord's adjacent property which is not included as part of the Premises as shown on Exhibit A (the "Fencing"). Tenant and Landlord shall mutually agree upon the specifications as to the height and other aspects of the Fencing, including providing Landlord with keys or access codes or cards with respect to any controlled gates or other access points, which agreement shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for all maintenance, repairs and replacements of the Fencing during the Term of this Lease, except to the extent caused by the negligent acts or omissions of the Landlord Parties. Unless otherwise expressly addressed within this Lease, any and all improvements, structures, buildings, equipment, vehicles, materials or other betterments or personal property belonging to the Landlord Parties (the "Landlord Property") as well as the Communication Facilities located within the area enclosed by the Fencing and not otherwise within the Premises shall remain in their present location (and may be relocated from time to time, as Landlord may elect) and belong to and remain the property of Landlord and its members, employees, agents, representatives, contractors, customers, guests, invitees, tenants, subtenants, licensees or other parties under the direction or control of Landlord (collectively the "Landlord Permittees") and Landlord and the Landlord Permittees shall have full access and use of all such areas located outside of the Premises at all times and Landlord and the Landlord Permittees shall have full access and use of all such Landlord Property at all times as permitted and authorized by Landlord, from time to time.

(c) Transformers. Within thirty (30) days after the Commencement Date or as otherwise mutually agreed upon in writing between Landlord and Tenant, Tenant also shall have the right to design, locate, install, erect, operate, maintain, repair and replace one or more electrical transformers together with a utility pole and associated transmissions lines to service the Tenant's intended use of the Premises at the northeast corner of the warehouse designed as Building D, in accordance with plans and specifications that shall be provided to Landlord for Landlord's review and approval, which shall not be unreasonably withheld, conditioned or delayed. In addition, in partial consideration of this Lease, Tenant covenants and agrees to install and provide, at no cost or expense to Landlord, a separate transformer for the Landlord's sole use with respect to Landlord's paint shop operation in accordance with plans and specifications that shall be mutually agreed upon between Landlord and Tenant, which agreement shall not be unreasonably withheld, conditioned or delayed.

14.2 The parties agree that Tenant shall not make any alterations, additions or improvements to the Premises without the written consent of the Landlord and, if required by the terms of any mortgage on the Premises, the written consent of the mortgagee, such consents not to be unreasonably withheld, conditioned or delayed. All alterations, additions or improvements, of a permanent nature, made by either of the parties hereto upon the Premises shall be the

property of the Landlord (without any obligation of Landlord to reimburse, pay or compensate Tenant) and shall remain upon and be surrendered with the Premises at the termination of this Lease, except that alterations, additions or improvements made by the Tenant shall be removed and the Premises restored by Tenant to its prior condition if so requested by Landlord at the time of approval of such alterations, additions or improvements.

14.3 All such work shall be done at such times and in such reasonable manner as Landlord may from time to time designate. Tenant covenants and agrees that all work done by Tenant shall be performed in full compliance with all Laws, rules, orders, ordinances, directions, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction and in full compliance with the rules, orders, directions, regulations and requirements of any applicable fire-rating bureau. Tenant shall provide Landlord with "as-built" plans showing any structural change in the Premises following the completion of all work.

#### **ARTICLE XV MECHANIC'S LIENS**

15.1. Tenant shall not suffer or permit any mechanic's liens to be filed against the Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or any subtenant, licensee or occupant of the Premises or any other part claiming through or under Tenant. If any such mechanic's lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within twenty (20) days after the date of filing the same. If Tenant shall fail to discharge such mechanic's liens within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by Law. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses incurred by Landlord, including reasonable counsel fees, in or about procuring the discharge of any such lien, together with all necessary disbursements in connection therewith and together with interest thereon at the rate of eighteen (18%) per cent per annum, but in no event higher than the legal limit, from the date of payment, shall be repaid by Tenant to Landlord on demand, and if unpaid may be treated as additional rent. Nothing herein contained shall imply any consent, agreement or authorization on the part of Landlord to subject Landlord's estate in the Premises to liability under any mechanic's lien law.

#### **ARTICLE XVI WASTE**

16.1. Tenant covenants not to do or suffer any waste or damage, disfigurements or injury to the Premises or any improvement now or hereafter on the Premises, or the fixtures and equipment thereof, or permit or suffer any overloading of the floors thereof.

**ARTICLE XVII**  
**LANDLORD'S RIGHT OF INSPECTION**

17.1. Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Premises at all reasonable times during business hours for the purposes of inspecting the same, provided that Landlord shall not unreasonably interfere with Tenant's use and occupancy of the Premises and shall provide reasonable prior notice.

**ARTICLE XVIII**  
**CONDITION OF PREMISES**

18.1. Tenant is fully familiar with the physical condition of the Premises and Landlord has made no representations of whatever nature in connection with the condition of the Premises. Tenant accepts the Premises in their current "as is" condition.

**ARTICLE XIX**  
**EMINENT DOMAIN**

19.1. If the whole or any substantial part of the Premises of the building in which the Premises is located shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken on the date possession of that part shall be required for public use, and any rent paid in advance of such date shall be refunded to Tenant, and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Landlord shall make all necessary repairs to the Premises and the building in which the Premises is located to render and restore the same subject to all applicable Laws and Tenant shall continue in possession of the portion of the Premises not taken under the same terms and conditions as are herein provided, except that the rent reserved herein shall be reduced in direct proportion to the amount of the Premises so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Premises; provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of fixtures belonging to Tenant, or moving expenses.

**ARTICLE XX**  
**ASSIGNMENT AND SUBLETTING**

20.1. Tenant covenants not to assign or transfer any of Tenant's rights, title or interest in this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event of any such assignment or transfer with Landlord's consent, Tenant shall remain fully liable to perform all of the obligations under this Lease. In the event of any assignment, transfer (including transfers by operation of law or otherwise), or subletting without such written consent, in addition to any other right or remedy Landlord may have under the provisions of this Lease, Landlord shall have the right to terminate this Lease, but Landlord's right to damages shall survive and Tenant shall in no way be released from any of its obligations under this Lease. The

merger or sale of substantially all of the assets of Tenant shall not constitute a transfer for purposes of this Lease.

#### **ARTICLE XXI** **SUBORDINATION**

21.1. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage (s) now or hereafter placed upon Landlord's interest in the Premises and on the land and the building and Tenant's rights under this Lease are and will remain subject and subordinate to the operation and effect of any such liens. Tenant shall execute and deliver any and all documents necessary to evidence such subordination within fifteen (15) days after Landlord delivers such documents to Tenant, provided such mortgagee agrees to recognize Tenant's rights under this Lease. Tenant's acknowledgment and agreement of subordination provided for in this Article is self-operative and no further instrument of subordination will be required; however, Tenant agrees to execute such further assurances thereof as may be requested, from time to time, by Landlord and upon Tenant's failure to execute and deliver to Landlord any such further assurances, Landlord is hereby authorized to execute the same for and on behalf of Tenant as Tenant's attorney-in-fact (such power of attorney being coupled with an interest and durable).

#### **ARTICLE XXII** **BANKRUPTCY OR INSOLVENCY**

22.1. Neither this Lease nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of Law.

22.2. In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant or any guarantor of Tenant's obligations hereunder (hereinafter referred to as "guarantor") shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or Federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant or guarantor shall be appointed by reason of Tenant's or guarantor's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's or guarantor's property for the benefit of creditors, then and in any such event, Landlord may at its option terminate this Lease and all rights of Tenant hereunder by giving to Tenant notice in writing of the election of Landlord to so terminate.

22.3. Neither Tenant nor any guarantor shall cause or give cause for the institution of legal proceedings seeking to have Tenant or guarantor adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Tenant's or guarantor's assets, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law or the appointment of a trustee or receiver of Tenant or guarantor of its assets, shall be conclusive evidence that Tenant or guarantor caused, or gave cause therefore, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this Paragraph shall be deemed a material breach of Tenant's obligation hereunder,

and upon such breach by Tenant, Landlord may, at its option and in addition to any other remedy available to Landlord, terminate this Lease and all rights of tenant hereunder, by giving to Tenant notice in writing of the election of Landlord to so terminate.

**ARTICLE XXIII**  
**LANDLORD'S REMEDIES**

23.1. If, after five (5) days' written notice to Tenant, any Rent (including any Base Rent and/or Additional Rent) or other monetary obligation shall be due and unpaid, or if Tenant, after thirty (30) days' written notice to Tenant, shall be in default upon any of the other terms of this Lease (unless more time is necessary to cure and Tenant is diligently pursuing said cure, in which case Tenant shall be permitted to cure) and provided such additional time does not expose Landlord, its members, agents or representatives to any civil or criminal liability with or from any governmental authority or third parties, or if the Premises are abandoned or vacated, then Landlord, in addition to its other remedies provided in this Lease or permitted by law, shall have the right to:

(a) terminate this Lease and Tenant's right of possession of the Premises, and recover all actual damages to which Landlord is entitled under law, specifically including, without limitation, all Landlord's reasonable expenses in reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions); and/or

(ii) terminate Tenant's right of possession of the Premises without terminating this Lease, in which event Landlord may, but shall not be obligated to, relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are reasonably acceptable to Landlord. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent reasonably necessary. If Landlord does not relet the Premises, then Tenant shall pay Landlord monthly on the first day of each month during the period that Tenant's right of possession is terminated, a sum equal to the amount of Rent due under this Lease for such month (less any amount which Landlord could have realized if Landlord relet the Premises to a reputable, creditworthy substitute tenant procured by Tenant and presented to Landlord in writing, which substitute tenant was ready, willing and able to Lease the entire Premises from Landlord under a Lease in form substantially similar to the form of this Lease). If the Premises are relet and a sufficient sum is not realized from such reletting after payment of all Landlord's reasonable expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) to satisfy the payment of Rent due under this Lease for any month, Tenant shall pay Landlord any such deficiency monthly promptly after demand. Tenant agrees that Landlord may file suit or obtain a declaratory judgment to recover any sums due to Landlord under this Article from time to time and that such suit or recovery of any amount due Landlord shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Landlord.

23.2. If Landlord elects to terminate Tenant's right to possession only without terminating this Lease, Landlord may, at its option, enter into the Premises, remove Tenant's signs and other evidence of tenancy, and take and hold possession thereof; provided, however,

that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligations to pay the Rent reserved hereunder for the full Term or from any other obligation of Tenant under this Lease. Landlord shall also have the immediate right of re-entry in compliance with all applicable Laws.

**ARTICLE XXIV**  
**NON-LIABILITY**

24.1. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of any persons occupying the Premises or for any loss or damage resulting to Tenant or Tenant's Permittees or their respective property from burst, stopped, or leaking water, gas, sewer, steam pipes or other utilities, or for any damage or loss of property within or outside the Premises from any cause whatsoever, including but not limited to the negligence of any third-parties, EXCEPT such damage or loss caused solely by the negligence or other wrongful acts or omissions of Landlord or its agents or employees. No such occurrence shall be deemed to be an actual or constructive eviction from the Premises or result in an abatement of any Rent. Tenant agrees that any damages for which it has insurance in place are hereby waived and shall ensure that its insurance policies include a waiver of subrogation.

**ARTICLE XXV**  
**HOLDING OVER**

25.1. Any holding over after the expiration or sooner termination of this Lease, at Landlord's option, shall be construed to be a hold over tenancy and: (i) the tenancy shall be from month to month in the absence of a written agreement; (ii) Rent shall be doubled; and, (iii) all other terms and conditions as set forth in this Lease shall be in force upon the same terms and conditions contained herein.

**ARTICLE XXVI**  
**RE-RENTING**

26.1. Tenant hereby agrees that for a period commencing sixty (60) days prior to the termination of this Lease, Landlord may show the Premises to prospective tenants, and sixty (60) days prior to the termination of this Lease, may display in and about the Premises and in the windows thereof, the usual and ordinary "To Rent" signs.

**ARTICLE XXVII**  
**ENTIRE AGREEMENT/INTERPRETATION**

27.1. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and Landlord and Tenant respectively acknowledge that there are no covenants, promises, agreements, representations, inducements, conditions or understandings, either oral or written, between Landlord and Tenant other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

27.2. The neuter, feminine and masculine pronouns when used in this Lease each include each of the other genders. The parties hereto agree that all of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof. Although the printed provisions of this Lease were drafted by Landlord, the terms of this Lease were fully negotiated by the parties and not be construed for or against Landlord or Tenant, but this Lease will be interpreted in accordance with the general meaning of the language herein contained in an effort to reach the intended result.

**ARTICLE XXVIII**  
**QUIET ENJOYMENT**

28.1. Landlord warrants that Tenant, upon paying the rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy the Premises throughout the term hereof, without molestation or hindrance by any person holding under or through Landlord.

**ARTICLE XXIX**  
**ACKNOWLEDGMENT BY TENANT THAT LEASE IS IN**  
**FULL FORCE AND EFFECT**

29.1. Tenant agrees at any time and from time to time upon not less than ten (10) days prior written request by Landlord to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Base Rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the Premises.

**ARTICLE XXX**  
**LAWS OF THE STATE OF DELAWARE**

30.1. This Lease shall be governed by, and construed in accordance with, the laws of the State of Delaware. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

**ARTICLE XXXI**  
**NOTICES**

31.1. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be sent by United States Certified Mail, Return Receipt Requested, Postage Prepaid and shall be addressed (a) if to Landlord, to:

Clifton Mill Associates, L.L.C.  
200 Marsh Lane

New Castle, DE 19720  
Attn: Joseph Jr. Corrado, Sr., Manager

or at such other address as Landlord may designate by written notice, and (b) if to Tenant, to:

Magnus Environmental Corporation  
1000 South Heald Street  
Wilmington, DE 19801  
Attn: Joseph R. Matteo, President

**ARTICLE XXXII**  
**CAPTIONS**

32.1. The captions of the paragraphs in this Lease Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing the provisions hereof if any question of intent should arise.

**ARTICLE XXXIII**  
**TERMINOLOGY**

33.1. All personal pronouns used in this Lease Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

**ARTICLE XXXIV**  
**SUCCESSORS**

34.1. This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

**ARTICLE XXXV**  
**BROKERS**

35.1. Each party represents and warrants to the other that Cushman & Wakefield of Delaware, Inc. (C&W) is the sole broker in connection with the execution of this Lease, and Landlord agrees to pay C&W upon commencement of rent, a commission of the cumulative sum of six percent (6%) of the annual rental income for year one (1), five percent (5%) of the annual rental income for year two (2), five percent (5%) of the annual rental income for year four (4), four percent (4%) of the annual rental income for year three (3), three percent (3%) for the annual rental income for year four (4), two percent (2%) of the annual rental income for year five (5).

**ARTICLE XXXVI**  
**SEVERABILITY**

36.1. If any term or provision of this Lease, or the application thereof to any person or circumstances is held, to any extent, to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than

those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XXXVII**  
**FORCE MAJEUR**

37.1. In the event that either Landlord or Tenant is delayed, or hindered or prevented from the performance of any act required hereunder by reason of an act of God, fire, casualty, action of the elements, strikes, lockouts, other labor troubles, inability to procure or general shortage of labor, equipment, facilities, materials or supplies, failure of transportation or of power, restrictive governmental laws or regulations, riots, insurrection, war or any other cause similar or dissimilar to the foregoing beyond the control of either Landlord or Tenant, the performance of such act will be excused for the period of delay, and the period for the performance of any such act shall be extended for the period necessary to complete performance after the end of the period of such delay, provided such extended period does not expose either party to any third party civil or criminal liability.

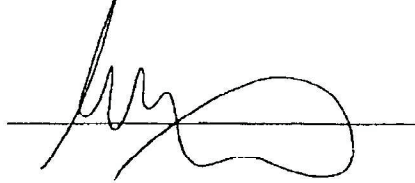
**ARTICLE XXXVIII**  
**NO OPTION**

38.1. The submission of this Lease by Landlord to Tenant for examination does not constitute a reservation of or option for the Premises. This Lease will become effective only upon execution thereof by both parties and delivery thereof to Tenant.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease Agreement to be executed as a sealed instrument under Delaware law as of the day and year first above written.

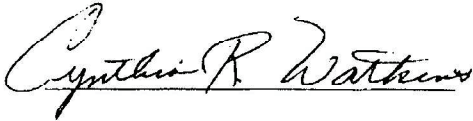
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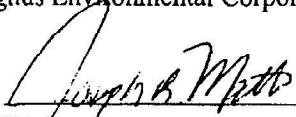
LANDLORD  
Clifton Mill Associates, L.L.C.

By:  (SEAL)  
Name: \_\_\_\_\_  
Title: *Member*

WITNESS:



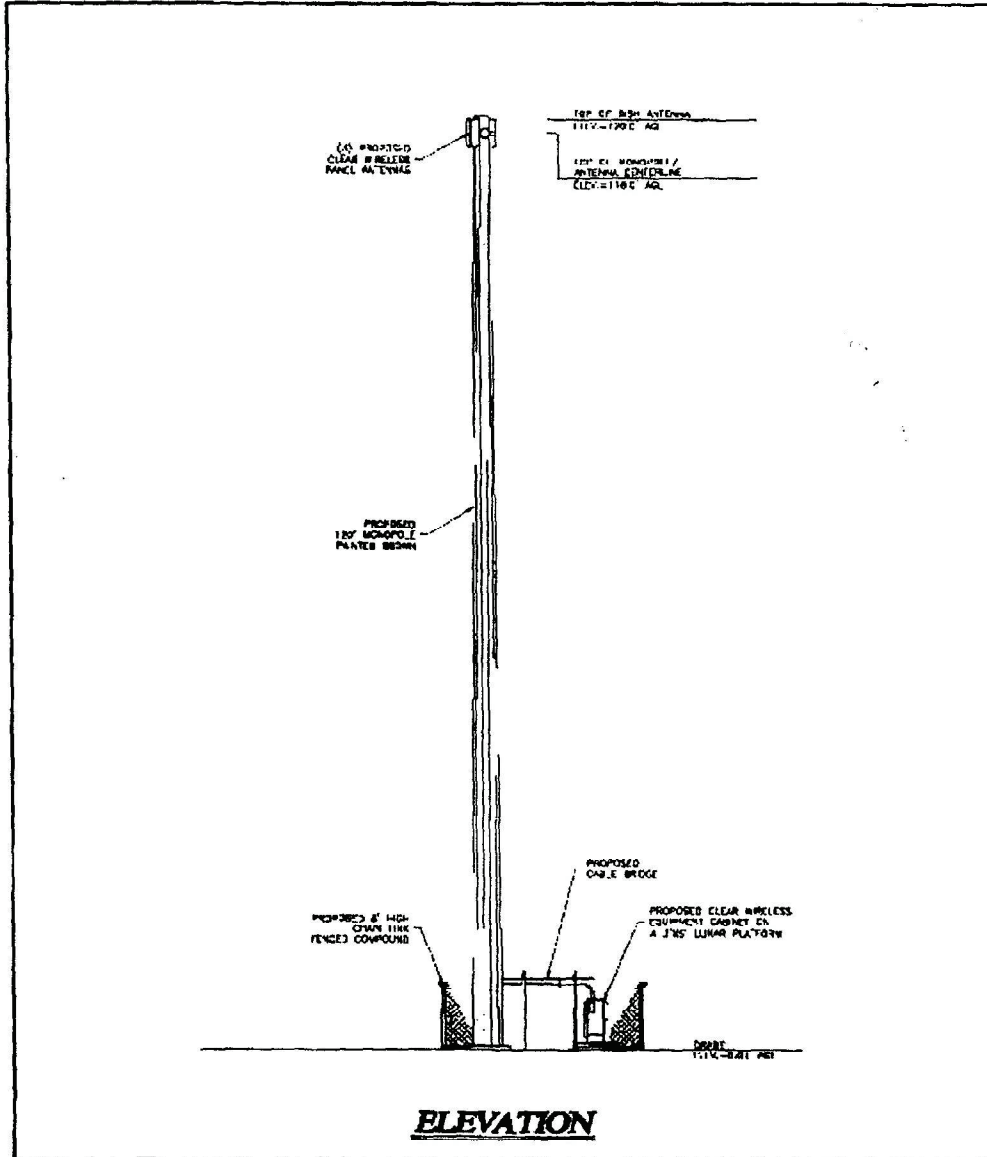
TENANT  
Magnus Environmental Corporation


By:  (SEAL)  
Name: \_\_\_\_\_  
Title: *PRESIDENT*

**EXHIBIT "A"**  
**[Diagram of Premises]**



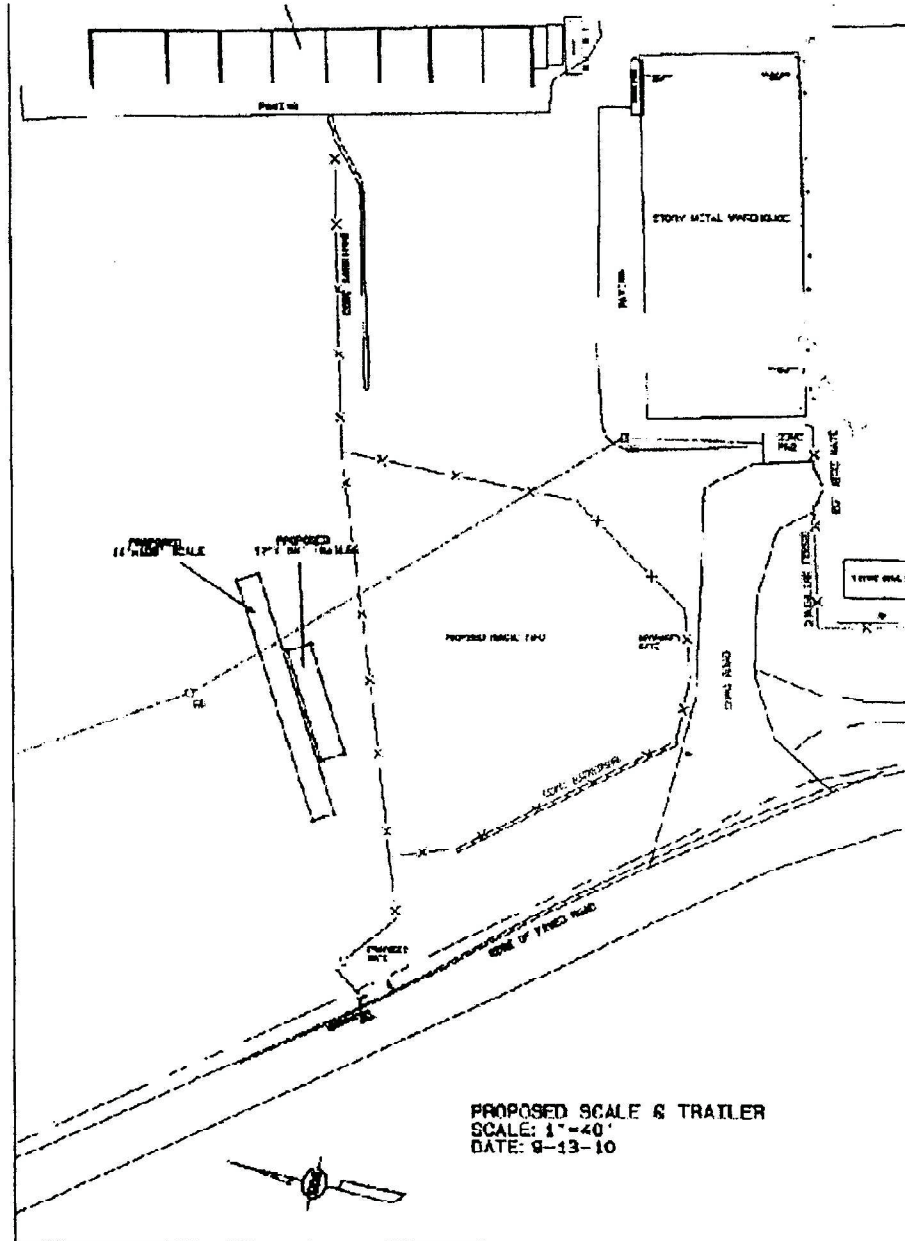
**EXHIBIT "B"**  
**[Diagram of Communications Facilities Location]**



|                   |          |   |   |  |
|-------------------|----------|---|---|--|
| <b>SUBMITTALS</b> |          | <b>ADVANTAGE ENGINEERS</b><br>P.O. Box 1865 RUSTARD ROAD, BLDG 130 LANSFORD, PA 19144<br>PHONE (315) 361 8000<br>FAX (715) 412 2704 | <b>LEASE AGREEMENT</b><br>PA-PHLS044<br>200 MARSH LANE<br>NEW CASTLE, DE 19720<br>NEW CASTLE COUNTY | <b>CLEAR</b> <br>Wireless LLC.<br><small>4000 MARKET STREET, PHILADELPHIA, PA 19104</small> |
| PRELIMINARY       | 07-18-10 |   |   |  |
| REVISED           | 07-21-10 |   |   |  |
|                   |          |   |   |  |
|                   |          |   |   |  |
|                   |          |   |   |  |

Schedule 14.1

[Diagram of Truck Scale Area]



### THIRD AMENDMENT TO LEASE AGREEMENT

**THIS THIRD AMENDMENT TO LEASE AGREEMENT** (this "Third Amendment") is made effective as of October 15, 2025 ("Effective Date"), by and between **CLIFTON HILL ASSOCIATES, L.L.C.**, a Delaware limited liability company ("Landlord"), and **MAGNUS ENVIRONMENTAL CORPORATION**, a Delaware corporation ("Tenant").

#### RECITALS

WHEREAS Landlord and Tenant previously entered into that certain Lease Agreement dated September 21, 2010 (the "Lease"), with respect to approximately 11,000 ± square feet within the building located at 220 Marsh Lane, New Castle, Delaware more as fully set forth in the Lease; and

WHEREAS the Landlord and Tenant subsequently entered into that certain First Amendment to Lease Agreement dated October 15, 2015 (the "First Amendment" together with the Lease is the "Current Lease")

WHEREAS the Landlord and Tenant subsequently entered into that certain Second Amendment to Lease Agreement dated October 15, 2020 (the "Second Amendment" together with the Lease is the "Current Lease")

WHEREAS the parties desire to further amend the Current Lease subject to the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Current Lease as follows:

1. Renewal Term. Notwithstanding anything contained in the Current Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that Tenant shall have the option of extending the term of Lease beyond the Extended Term (as defined below) for the one (1) additional five (5) year term as provided under and subject to the terms and conditions set forth in Paragraph 2.3, **specifically noting the only amendment to Paragraph 2.3 is hereby changed to expressly state the right of the Landlord to terminate the lease at any time during the Renewal Term for any reason in the Landlord's sole and absolute discretion upon a minimum of three hundred and sixty (360) days prior written notice to Tenant (the "Renewal Term"). This amendment will now serve as notice to define the right of the Landlord to terminate the Lease during the Renewal Term, for any reason, with such written 360-day advance notice to the Tenant.**

2. Renewal Term. Notwithstanding anything contained in the Current Lease to the contrary, Landlord and Tenant hereby agree that the Initial Term of the Lease is extended for an additional five (5) years until October 14, 2030 (the "Extended Term").

3. Base Rent. As of the Effective Date, the Tenant's Base Rent during each year of the Extended Term shall be at the rate of Six and 55/100 Dollars (\$6.55) per square foot

for a total Base Rent of Seventy-Two Thousand and 00/100 Dollars (\$72,000.00) payable in equal monthly installments of Six Thousand and 00/100 Dollars (\$6,000.00).

4. Elimination of Additional Rent. In consideration of the adjustment in the Base Rent during the Extended Term, Article V, captioned "Additional Rent", and Article VII, captioned "Taxes and Assessments" are deleted in their entirety and the Rent shall consist of just the Base Rent during the Extended Term.

5. Commissions. The parties hereto acknowledge and warrant to each other that neither has had any dealings with any broker or agent in connection with the negotiation or execution of this Third Amendment and each party agrees to indemnify the other against all costs, expenses or other liability for commissions or other compensation or charges claimed by any broker or agent claiming the same by, through or under-said indemnifying party.

6. Terms. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Current Lease.

7. Effect of Lease. Except as expressly modified by the terms of this Third Amendment, the terms of the Current Lease are hereby incorporated as if fully set forth herein and remain unchanged and in full force and effect. In the event any provision of the Current Lease is inconsistent with the terms and provisions of this Third Amendment, the terms and provisions of this Third Amendment shall govern and control.

8. Counterparts. This Third Amendment may be executed in one or more counterparts by original signatures, and/or signatures transmitted via facsimile or portable document file. The transmission of a signed counterpart of this Third Amendment by facsimile or by portable document file shall have the same force and effect as delivery of an original signed counterpart of this Third Amendment and shall constitute valid and effective delivery for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused this First Amendment to be executed as a sealed instrument under Delaware law as of the day and year first above written.

WITNESS: *KELLY JONES*



A handwritten signature in blue ink, appearing to be 'KJ', written over a horizontal line.

LANDLORD  
Clifton Mill Associates, L.L.C.

By:  (SEAL)  
Name: Walter G. Meisinger, III  
Title: CFO

WITNESS: Christopher J. Matteo



A handwritten signature in black ink, appearing to be 'CJ Matteo', written over a horizontal line.

TENANT  
Magnus Environmental Corporation

By:  (SEAL)  
Name: John Matteo  
Title: President

Checklist Item 4  
Plan of Operations

## Magnus Environmental Corporation Operation Plan

### 1.0 FACILITY OVERVIEW

#### 1.1 Purpose and Overview

This Plan of Operation (the "Plan") has been prepared pursuant to the requirements specified in Section 4.4.1.3. of Delaware's Regulations Governing Solid Waste ("DRGSW") for the Resource Recovery Facility ("RRF") operated by Magnus Environmental Corporation ("Magnus"). This Plan is being submitted for the renewal of our permit. The Magnus RRF operation currently accepts source-separated recyclable waste, specifically tires.

Magnus has been conducting this business of collecting and processing tires for 31 years.

Operations at Magnus shall be conducted in accordance with all federal, state, county, and municipal environmental statutes, ordinances, and regulations, including, but not limited to: DRGSW, Delaware's Regulations Governing Hazardous Waste, Delaware's Regulations Governing the Control of Water Pollution, Delaware's Surface Water Quality Standards, and Delaware's Regulations Governing the Control of Air Pollution.

Operations at the material recovery facility shall be conducted in accordance with this permit and the Resource Recovery Permit Application, including this plan. Operations shall be conducted in a manner protective of public health and the environment.

Magnus has been operating under an existing Resource Recovery Permit (Permit No. SW-21/02) issued by the Department of Natural Resources and Environmental Control ("DNREC" or the "Department"). The RRF commenced operating after the issuance of the original Beneficial Use Determination (21/121116B, then BUD #39) in 1995 and then the current permit SW-21/02 Issued April 23, 2021, Amended July 1, 2025. Magnus has been operating within this facility since September 21, 2010. Prior to that date Magnus operated on an RRF at 1000 South Heald Street in Wilmington, Delaware. Magnus is requesting a renewal of their permit at our existing location of 220 Marsh Lane, New Castle, Delaware 19720.

Tires coming from tire dealers, tire pile cleanups, townships, counties, states and businesses and individuals who accumulate tires are brought to the facility for processing.

Currently, Magnus rents 2 acres at our location at 220 Marsh Lane in New Castle, Delaware, just off of Route 13, near the New Castle County Police Department Headquarters. The square footage of our building is 14,000 square feet, of which Magnus operates in 11,000 square feet. The remaining 3,000 square feet is separated by an interior wall on the northwest side of the building. That 3,000 square feet is used by our landlord, Clifton Mill Associates/Corrado Construction for their storage purposes. We have been recycling tires at this location for the past fifteen years, and processing tires in Delaware for the past 31 years. Under our current permit, the maximum tonnage of tires, shreds, and bales allowed to be stored is 80 tons; however we are requesting to increase

## Magnus Environmental Corporation Operation Plan

this to 230 tons. This Plan of Operation provides detailed information on the controls and procedures that have been implemented at the Magnus facility. This Plan of Operation has also been developed to ensure that all operations conducted are in compliance with all applicable Federal, State, and local laws and regulations pertaining to Resource Recovery Facilities.

### **1.2 General Description**

The Facility has been operating under Resource Recovery Facility Permit No. SW-21/02 that was issued April 23, 2021, Amended July 1, 2025 by DNREC to accept, process, store and recycle tires. Currently, the facility is permitted to accept tires. Magnus does not engage in C&D recycling. Magnus processes the tires, baled tires, and the tire shreds we produce using physical sorting techniques.

This Plan of Operation addresses the approved recycling operation.

The facility site currently encompasses approximately 2 acres of land (Tax Parcel 10-004.00-002). The property, as shown on the Site Plan, (see Attachment I), includes one permanent structure totaling 14,000 square feet, of which Magnus operates in 11,000 square feet. The remaining 3,000 square feet is separated by an interior wall on the northwest side of the building. That 3,000 square feet is used by our landlord, Clifton Mill Associates/Corrado Construction for their storage purposes. The structure is used for the housing of trucks and maintenance equipment. It also has a small office, lunchroom, and restroom. There is also an office trailer at the entrance to the property, next to a truck scale. The office trailer houses an office, a restroom, and an open area for the dispatcher/weighmaster to weigh in trucks and conduct clerical work.

There are 9 bins. Bin 1 is for oversized tires. Bin 2 is for tires staged for shredding within 7 days. Bin 3 is unused. Bin 4 is for shredded tires. The remaining 5 bins are unused.

The facility's operating yard provides suitable access and supports unobstructed movement of equipment and trucks at the site. The facility has one drive-on truck scale, located at the entrance of the site next to the scale trailer, shown in the attached site plan. The scale provides appropriate measures to monitor and track waste receipts and shipments at the facility. While we currently have 2 acres, we are operating on only 1 acre. The second acre is currently unused. For this reason we request to shrink our footprint on our permit to one (1) acre.

The facility will receive tires for processing and recycling.

The facility is designed to process up to 12,500 tons of tires per year.

#### **1.2.1 State and Local Permits**

## **Magnus Environmental Corporation Operation Plan**

A copy of all applicable state and local permits require to operate the facility are kept and will be kept in the Facility Manager's office. This information will be made available for review by the Department upon request.

### **1.3 Recyclable Wastes Marketplace Overview**

As referenced in Section 1.2, above; Magnus is currently approved to accept used tires for recycling or for further processing at another recycling company. Upon approval, Magnus will continue to provide this service to commercial, private, state, and institutional facilities at the 220 Marsh Lane location. Magnus keeps track of the tires from DNREC and any other state agency in two ways: Weight slips are kept for all tires coming in from DNREC's projects, so the tonnage coming in to the facility corresponds to the tonnage leaving the facility. Also those tires from DNREC's projects are separated from the other tires in their own designated storage bins.

### **1.4 End Market Users**

Magnus currently supplies tire shreds as recycled material. We also have reliable markets that purchase the baled tires that our Resource Recovery Facility produces. These markets are both domestic and international buyers.

### **1.5 Out Throws/Unprocessable Wastes/Incidental Wastes/Residues**

The primary objective of the Magnus facility is to ensure that the tire shreds are sent out to our customers with minimal contamination of non-recyclable components. For our process, this is relatively simple. The vast majority of our incoming tires are clean tires from dealers that have been put on trucks and trailers by hand. Essentially, the vast majority of loads are comprised of nothing but tires.

If a load of tires arrives with waste other than tires, the load is rejected and sent back to the customer. We simply do not accept anything but tires. Our process does not produce residual waste – the tires are simply baled or shredded. If an incoming load has errant trash included, the trash is put into dumpsters and disposed of. The only other possible out throws are tire rims, which are separated from the tires and sold off as scrap metal.

## **2.0 FACILITY SETTING AND DESCRIPTION**

### **2.1 Site Location**

The site is located at 220 Marsh Lane in New Castle, Delaware, just off of Route 13, near the New Castle County Police Department Headquarters. Magnus currently leases the facility from Clifton Mills Associates, at the same location. Our lease is renewable every five years. The lease is up for renewal on October 15, 2030. A site location map of the area and an aerial map of the site are provided in Attachment II & Attachment III.

### **2.2 Surrounding Land Use and Topography**

The site is zoned HI, heavy industry, which permits recycling or storage uses, including tire recycling, as a limited use, pursuant to Table 40.03.110 of the New Castle County Unified Development Code (UDC). The site is surrounded by other heavy industrial facilities and

## Magnus Environmental Corporation Operation Plan

roads sufficient to handle heavy truck traffic. The nearest residential property is located approximately 150 feet to the East of the property boundary, beyond a partition wall. It lies roughly 1/2 of a mile from the Christina River, which lies beyond Interstate 495.

An aerial photograph and a U.S.G.S. topographic map of the area surrounding the site is provided in Attachment IV & V.

### 2.3 Water Resources

#### 2.3.1 On-Site Water Supplies

The facility is served by public water and sewer. The water supplier has the infrastructure to supply ample water to the facility to meet all operational needs.

#### 2.3.2 Surface Water Bodies

The facility property is located over a half of a mile from the Christina River. There are no water bodies (ponds, lakes, rivers) located on any portion of the facility. The RRF area is impervious, covered by concrete and asphalt.

#### 2.3.3 Groundwater

Groundwater is not currently being used on-site for a supply of process or potable water. As described above, all processing activities will take place on areas with concrete or asphalt groundcover and flooring.

#### 2.3.4 Stormwater

The proposed operation is designed to minimize potential exposure of wastes to precipitation. Magnus's processes involve no chemicals, nor produce any liquid or water-soluble waste that could enter the groundwater or stormwater. Tires and the tire shreds we produce are stable and inert, and do not break down. None of our processes produce anything that will be exposed to stormwater.

## 3.0 FACILITY DESCRIPTION AND ENVIRONMENTAL MANAGEMENT CONTROLS

### 3.1 Facility Layout and Design

The Magnus RRF operation is designed to quickly and efficiently: 1) receive tires; 2) process the tires into shreds or bales; and 3) ship the shreds and baled tires out to their final end users. The facility design and environmental controls are intended to satisfy the minimum design requirements specified in Section 9.3.4. of DRGSW.

The facility layout is depicted in the Site Plan Attachment I.

All incoming tires will be weighed in at the scale house by a licensed weighmaster on our certified scale. Its cargo is evaluated and the driver is charged based upon the net weight of the load. Any loads with contaminants other than tires are rejected. The truck then proceeds into the yard to have the tires removed from the truck. All outgoing material will also be weighed and weigh tickets printed for incoming and outgoing material.

The received tires will be taken and dumped (if the incoming truck is designed to dump) at the conveyor of our tire shredder or to the building for baling. Our tire shredder is a Barclay tire shredder, powered by electric. With proper maintenance the lifespan of the shredder is unlimited. The Barclay is capable of shredding 20 tons of tires per hour. If the delivering vehicle is not equipped to dump, the incoming tires will be removed by hand and placed at the conveyor of our shredder. As the shredder is placed near the outside storage bins, any tires with rims will be taken into the building for de-rimming. Once de-rimmed, they will also be placed in the shredder, and the rims will be kept inside until sold. As our permit allows only 80 tons to be onsite per day, we schedule and gauge our on-site tonnage and incoming tires not to exceed 80 tons. However, we are requesting storage of 230 tons to allow for the storage of 150 tons of baled tires along with the 80 tons of shredded tires, for a total of 230 tons.

Finally, a Site Traffic Flow Map is included in Attachment VI that depicts the management of incoming and outgoing shipments at the site. Traffic management at the site is intended to facilitate the efficient movement of recyclable wastes and out-bound commodities at the facility.

### **3.1.1 Facility Capacity**

The proposed facility has the *capacity* to accept and process up to 100 tons per day of tires. As our permit allows only 80 tons allowed on-site, we do not exceed 80 tons of shredded or whole tires or bales at any given time, and we gauge our incoming tires accordingly. We are requesting storage of 230 tons, to allow for 80 tons of whole and shredded tires and 150 tons of baled tires.

Tires are processed directly following receipt at the facility. The facility has the capability to store up to 230 tons of whole tires, shredded tires, and baled tires at the site, so for this reason we are requesting to increase our permitted limit to 230 tons of material.

### **3.2 Facility Access and Traffic Management**

Access and egress to the proposed site is provided through the main entrance gate located off of Marsh Lane. All vehicles entering and exiting the site will be required to check-in at the facility's office/scale area. Vehicles will be weighed on the facility's scale. The scale tickets for incoming tires are maintained on site at the Marsh Lane facility as part of the operating record and will be made available upon request to any applicable Federal, State, or local agency.

Deliveries to our facility and routing of our box trucks are scheduled and conducted by our dispatcher, located at the scale house at the Marsh Lane location.

#### **3.2.1 Operating Hours**

The facility's operating hours are Monday through Friday, 7:00 am to 3:00 pm. Extended hours may be required, as needed, to affect maintenance and repairs at the facility and/or manage periods of peak deliveries.

**3.2.2 Site Security**

The Magnus site is surrounded by six-foot (6-ft.) high chain link fencing and gates which are closed during non-operating hours. During normal operating hours, a scale attendant is on-duty to limit access to only authorized vehicles and personnel. Additionally, security cameras are provided by our landlord's facility, located immediately next to our location. These cameras encompass our facility as well.

**3.2.3 Area Roadway and Truck Routing**

Tires are delivered to the site using Route 13 which connects to Marsh Lane. These access roadways provide major traffic routes that are designed for heavy vehicle usage and can handle the traffic volume expected to access the facility. It is the quickest, easiest, and only way to get to our facility.

**3.2.4 Traffic Volumes and Potential Impacts**

The facility is capable of accepting up to 100 tons/day. However, the average daily volume is less than 80 tons/day. The total number of truck traffic to our facility is only 8-10 vehicles per day, some small trucks, some tractor trailers. This number has been consistent for the past fifteen years of our operation at the site, has not impacted local traffic, and Marsh Lane has not been congested or suffered from heavy traffic in the last decade.

**3.2.5 Internal Traffic Management and Procedures**

*3.2.5.1 Signs and Directional Routing*

Appropriate signage is located on the entrance to Marsh Lane, the entrance to our site, and on the scale house. Furthermore, the scale attendant notifies the driver where to go before the truck leaves the scale. Additionally, there are employees on the property at all times to direct the incoming trucks. A Site Traffic Flow Map is included in Attachment VI which shows the routing of vehicles at the site. Trucks will exit the site using the same gate where they entered the facility, after being weighed a second time to determine the weight of their tires.

*3.2.5.2 Truck Queuing and Staging*

Our incoming truck volume is too low to need truck queuing. However, our scale is two truck lengths from the entrance of our facility. 5 or more small trucks can line up before our scale, and two large trucks would be able to line up before our scale. Though again, this has never been an issue in our fifteen years of operating at the site. The operations yard at

## Magnus Environmental Corporation Operation Plan

the Magnus facility is a large open area that permits efficient vehicle movement while trucks are on-site. See Site Traffic Flow Map in Attachment VI.

### **3.3. Nuisance Dust, Odors, and Vector Management**

#### **3.3.1. Dust Management**

Due to the nature of tires and our process, dusts are not generated during storage, handling, or processing. Accordingly, tire shredding activities do not create a dust nuisance.

#### **3.3.2 Odor Control**

As with dust, tires are inert and do not break down and release odors when shredded or handled. Consequently, odors have not been an issue for creating an odor migration.

#### **3.3.3 Vector Attraction Reduction**

Magnus conducts daily site inspections of the facility at least once each operating day. During that inspection, potential for nuisance organisms are monitored. Any potential habitat or population of nuisance organisms are reported to the Facility Manager. The nature of tire shredding provides no habitat for nuisance organisms as all tires are processed within seven days.

#### **3.3.4 Litter Control**

Good housekeeping practices are utilized to minimize litter at the facility. Monitoring the facility grounds for litter are a part of the daily facility procedures. If litter is observed during the daily site inspection, litter is immediately collected and placed in the appropriate container for subsequent disposal at an approved disposal site.

### **3.4 Process Areas and Controls**

Magnus rents 2 acres at our location at 220 Marsh Lane in New Castle, Delaware, just off of Route 13, near the New Castle County Police Department Headquarters. One of the two acres has always been unused. For this reason, we wish to shrink our footprint to the one acre outlined in the attached site plan.

Our layout is quite simple. We have only one permanent building on-site, a steel structure in excellent condition with concrete flooring and three overhead doors. The square footage of our building is 14,000 square feet, of which Magnus operates in 11,000 square feet. The remaining 3,000 square feet is separated by an interior wall on the northwest side of the building. That 3,000 square feet is used by our landlord, Clifton Mill Associates/Corrado Construction for their storage purposes. The structure is used for baling tires, storage of baled tires, the housing of trucks and small maintenance equipment and tools. It also has a small

## Magnus Environmental Corporation Operation Plan

office, lunchroom, and restroom. There are no drains or sumps within the building.

There is also a semi-permanent office trailer at the entrance to the property, next to the truck scale. The office trailer houses an office, a restroom, and an open area for the dispatcher/weighmaster to weigh in trucks and conduct clerical work.

Outside, there are 9 bins. Bin 1 is for oversized tires. Bin 2 is for tires staged for shredding within 7 days. Bin 3 is unused. Bin 4 is for shredded tires. The remaining 5 bins are unused.

The facility's operating yard provides suitable access and supports unobstructed movement of equipment and trucks at the site. The facility has one drive-on truck scale, located at the entrance of the site next to the scale trailer, shown in the attached site plan. The scale provides appropriate measures to monitor and track waste receipts and shipments at the facility.

Sufficient numbers and types of personnel shall be available at the site to ensure capability for operation in accordance with DRGSW, this plan, and its permit.

The Magnus RRF operation is designed to quickly and efficiently: 1) receive tires; 2) process the tires into shreds or bales; and 3) ship the shreds and bales out to their final end users. The facility design and environmental controls are intended to satisfy the minimum design requirements specified in Section 9.3.4. of DRGSW.

The facility layout is depicted in the Site Plan Attachment I.

All incoming tires will be weighed in at the scale house by a licensed weighmaster on our certified scale. Its cargo is evaluated and the driver is charged based upon the net weight of the load. Any loads with contaminants other than tires are rejected. The truck then proceeds into the yard to have the tires removed from the truck. All outgoing material will also be weighed and weigh tickets printed for incoming and outgoing material.

The received tires will be taken and dumped (if the incoming truck is designed to dump) at the conveyor of our tire shredder or in the building at the baler for baling. Our tire shredder is a Barclay tire shredder, powered by electric. With proper maintenance the lifespan of the shredder is unlimited. The Barclay is capable of shredding 20 tons of tires per hour. If the delivering vehicle is not equipped to dump, the incoming tires will be removed by hand and placed at the conveyor of our shredder. Any tires with rims will be stored in the building for future de-rimming. Once de-rimmed, they will also be placed in the shredder or baler, and the rims will be sold.

## Magnus Environmental Corporation Operation Plan

For baling, tires are loaded manually into the baler which compresses and bales the tires. Each bale contains approximately 100 tires.

As our permit allows only 80 tons of all material stored to be on site, we schedule and gauge our on-site tonnage and incoming tires not to exceed 80 tons. We are requesting storage of 230 tons of all material.

We also utilize a front-end loader to help unload tires and load tire shreds for shipment.

Finally, a Site Traffic Flow Map is included in Attachment VI that depicts the management of incoming and outgoing shipments at the site. Traffic management at the site is intended to facilitate the efficient movement of recyclable wastes and out-bound commodities at the facility.

### 4.0 Waste Management and Processing Procedures

#### 4.1 Waste Acceptance Procedures

##### **4.1.11. Acceptable Recyclable Wastes**

Magnus accepts only one thing - tires. These are primarily car and truck tires. On occasion, we receive small farm tractor tires and golf-cart/sport cart tires. No other waste is allowed to enter our yard, and trailers or trucks containing any other waste are rejected and sent off before entering our yard. Magnus only accepts waste that can be processed on-site – tires.

1. Magnus may accept any type of tire, in any condition, with or without a rim.
2. All incoming waste, rejected waste, outgoing waste, and outgoing products shall be weighed and recorded.
3. Upon arrival at the facility, all loads shall be directed to either the shredder or the baler operation. All incoming loads of tires shall be inspected prior to and after unloading.
4. Any prohibited wastes listed in section II.F of the permit that are visible shall be reloaded onto the truck and removed immediately. If these wastes are noticed after the hauler/customer has left the Magnus facility, these wastes shall be immediately containerized and lawfully removed from the site within 72 hours of initial receipt.

##### **4.1.2 Receipt/Log-In**

Tires are delivered to the site in various types of trucks, including straight trucks and tractor trailers. Each trailer and delivery vehicle will be weighed at the facility's certified scale prior to proceeding in the yard for unloading. The scale operator will key the information pertaining to the shipment into the facility's computerized

scale system. This information will include the company or customer name and number of tires being delivered.

Once the truck is weighed and cleared by the scale operator, the driver will be instructed to proceed in the yard for unloading. Following delivery of the tires to the yard, the vehicle will return to the scale where an empty weight will be recorded. The customer is then charged on the calculated weight of the tires delivered.

**4.1.3 Vehicle Unloading and Inspection Procedure**

Regular, reliable customers know that we reject loads with anything other than tires, so they know to bring only tires in their loads. New customers have their loads visually inspected by either the weighmaster/dispatcher in the scale trailer or the Facility Manager before leaving the scale. The loads are checked to make sure the vehicle has nothing but tires. No incidental or other wastes, other than tires are accepted. If any unacceptable waste is identified during the inspection, facility personnel will follow the rejection procedures outlined in Section 4.1.4, below. If the load contains nothing but tires, it is directed into the yard for unloading near the shredder. When emptied, a weigh ticket is given to the driver of the vehicle.

**4.1.4 Rejection of Unacceptable Wastes**

Anything other than tires are unacceptable waste. All of our employees are instructed to allow nothing but tires into the yard, and their qualifications require only a visual evaluation of the load. Nothing but tires are allowed. Unacceptable waste is usually caught at the scale before entering the yard. If a vehicle dumps its load and anything other than tires is discovered in a large quantity (other than the errant piece of trash), the load is rejected and the waste is loaded back into the customer's vehicle. No truck is not allowed to leave the facility until the entire load is verified in the yard. If other waste is discovered in the load, photos are taken and emailed or texted to the manager of the company which sent the load. Customers who repeatedly submit any waste other than tires are turned away at the scale and dismissed as customers.

**Prohibited Wastes**

Magnus shall exercise reasonable care to ascertain whether waste accepted by the facility is prohibited waste, and shall not accept the following prohibited waste, including but not limited to:

1. Plastics, glass
2. Municipal solid waste (trash/garbage)
3. Batteries, electronics
4. Sewage sludge and septage

## Magnus Environmental Corporation Operation Plan

5. Used oil or other automotive wastes
6. Infectious and medical wastes, radioactive materials, universal wastes or hazardous wastes

Reasonable care shall include contacting the waste transporter or individual generator if a visual determination regarding the acceptability of the waste material cannot be made. Any loads that appear to contain any of the prohibited wastes listed above shall be rejected. These wastes shall be reloaded onto the truck and removed immediately. If these wastes are noticed after the hauler/customer has left the Magnus facility, these wastes shall be immediately containerized and lawfully removed from the site within 72 hours of initial receipt.

### **4.1.5 Vehicle Staging and Truck Queuing**

Over the past fifteen years, Magnus has had no need for truck queuing. The volume of trucks entering the yard has always been minimal, with rarely more than one or two trucks entering at any one time. The facility entrance provides vehicles adequate space to queue before getting on the scale. The staging area can accommodate an adequate number of vehicles to allow the facility to weigh trucks in and minimize trucks in the scale queuing area. This will help to eliminate possible queuing of vehicles on Marsh Lane.

## **4.2 Processing**

Tires are the waste processed at the Magnus facility, and the process is very simple. The tires are baled in our baler or shredded by our Barclay Roto-Shred machine. The only manual aspect of the process is loading the tires onto the conveyor into the machine or loading into the baler.

### **4.2.1 Processing Equipment**

The facility operates an electric Barclay Roto Shred. The Barclay is only 8 years old, bought new by Magnus. It is permanently fixed in position, but can be easily moved should the need arise. The Barclay is capable of shredding 20 tons of tires per hour.

The facility operates a Karunanand tire baler. The tire baler is designed to compress and bale tires. The baler is capable of baling 16 tons of tires per day or approximately 80 tons per week.

### **4.2.2 Segregation of Out-Throws/Unprocessable Wastes/Incidental Wastes/Residues**

As indicated above, only tires are accepted into the facility, so residual waste, like errant pieces of trash, are placed in the dumpsters and disposed of by Waste Management of Delaware. Some tires come in with metal

rims. These rims are removed from the tires and sold, and the tires are baled or shredded.

*4.2.2.1 Storage of Out-Throws*

Some tires come in with metal rims. These rims are removed from the tires and sold.

*4.2.2.2 Disposition and/or Recovery*

Metal rims are sold once the pile of metal rims is large enough to sell to a scrap metal dealer.

**4.3 Recyclable Product Management**

**4.3.1. Product Storage Area**

The tire shreds produced by our process are usually loaded directly onto a walking floor trailer and taken to the end user. If shreds remain at the end of the day, they are stored in Bin 4 until they can be loaded. Baled tires, not to exceed 150 tons, shall be stored in designated areas inside the building (see site plan) or outside covered by a tarp.

The total whole and shredded tires on site shall not exceed 80 tons. This total includes whole tires, whether they are stored outside, inside the building, or inside a trailer or other vehicle, as well as those tires intended for sale to tire merchants, in accordance with our permit.

Baled tires are loaded out in bulk, therefore we will store the baled tires until we have enough for an order (approximately 150 tons). They will be stored inside the building and a maximum of 26 bales will be staged outside at our loading ramp for quick loading.

We are requesting the storage of 230 tons, to allow for 80 tons of shredded and whole tires and 150 tons of baled tires.

*4.3.1.2 Storage Duration*

The typical length of time whole tires will be stored outside at the facility is 7 days. Whole tires will be properly processed within 7 days or within 72 hours of a request by the Department.

*4.3.1.2. Inventory Control*

Magnus utilizes an electronic scale software system to monitor and determine tire and shred inventory by type and quantity. The scale system records all incoming wastes and out-bound shipments to maintain a suitable accounting of on-site inventory. Processed tires are managed on a first-in/first-out principle to ensure that inventory turnover does not exceed the storage

limits specified in Section 4.3.2.1, above. Magnus maintains both a physical and electronic record of the facility's inventory on-site.

**4.3.3 Alternative Storage of Processed Wastes**

Magnus produces no other waste. We only produce recycled tires in the form of baled tires and tire shreds.

**4.3.4 Out-Throws/Unprocessable Wastes/Incidental Wastes/Residues Alternative Storage**

The only other out-throw Magnus produces are rims. We generate so little of them (one or two truck loads per year) that there is no concern of alternative storage.

**4.3.5. Shipping**

Processed tire shreds are loaded by front-end loader directly from our Barclay shredder into a walking floor trailer. The trailer is weighed for tonnage then taken to its destination. No special transportation or equipment or conditions are necessary for the transport or to load or unload the tires. There is no limitation to where the tire shreds will or can be transported.

Tire bales are loaded into shipping sea containers and weighed on our scale before being shipped directly to the port and loaded on ships for their destination. Each container is sealed with a security number for proper tracking. We record each tracking number, container number, and buyer.

**4.4 Additional Management Conditions/Procedures**

Should there be an outage or unplanned facility shutdown – natural disaster or other problem, Magnus would easily be able to cover the downtime. As tires and tire shreds are inert and do not break down, and do not require any control method to keep them stable, there is no immediate danger to the public. Should Magnus need to shut down temporarily or permanently, incoming tires would no longer be accepted, and the remaining 230 tons or less of tires, bales, and shreds remaining would be disposed of at the landfill or with Scrap Tire Solutions, who has agreed to accept any tires in case of a shutdown. A Letter of Credit with the Bank of Springfield has been secured to cover the cost if needed. See Attachments VII.

A labeled map of the storage bins is attached. Each bin is assigned a particular type of tire or shred or other material, each of which can only be placed in its designated bin. Tires will be segregated and stored according to their determined use when accepted and placed in the numbered storage area.

## **Magnus Environmental Corporation Operation Plan**

Whole tires outside will be stored on concrete or asphalt for 7 days. Any tires not immediately shredded or baled will be placed in the designated area - Bins 1 and 2. Bin 2 is for tires ready to shred and Bin 1 is for oversized tires and tires on rims that will be moved inside for de-rimmed or any other preparation needed before shredding or baling.

Any tires placed in the bins will be recorded at the time of placement on the daily tracking worksheet including Bin 1 placement and Bin 2 placement. The shredding of tires outside will be completed in a 7-day time frame or sooner. Once the bins are empty of all tires it will be recorded in the daily tracking worksheet.

Anything stored inside is on concrete. Anything stored outside in bins is stored on concrete as well as a 12-foot Extension Apron extending beyond the bins. Our Shredder is placed on the asphalt extension apron.

Any discharge from the shredder is also discharged onto the asphalt and concrete Extension Apron.

### **5.0 Facility Inspection and Maintenance Procedures**

#### **5.1. Routine Inspections of Storage and Process Areas**

##### **5.1.1. Facility Inspections**

Site conditions are monitored by all employees, who are instructed to notify the Facility Manager should anything look amiss or problematic. Additionally, the Facility Manager conducts inspections of the site every morning and every evening. Standing water, odor, safety protocols, and equipment are monitored by the Facility Manager. Every driver is required to go through a checklist before leaving the site. The Facility Manager oversees all, and he has over 25 years of experience overseeing and running every aspect of the tire process and management of the facility. Anything amiss is immediately addressed and any malfunctioning equipment is immediately repaired.

Daily operational inspections of the facility shall be conducted to ensure operations are being performed in accordance with this plan. Any deficiencies noted during the inspection shall be corrected.

##### **5.1.2. Unsatisfactory Conditions**

Any unsatisfactory conditions found during daily inspections such as odors, dust, or litter is immediately reported to the Facility Manager, who addresses such concerns at the earliest feasible opportunity. If conditions pose an immediate threat to human health or the environment, or could result in significant damage to the facility or operating equipment, the Facility Manager stops operations and takes immediate corrective actions to address the condition(s).

**5.2. Routine Maintenance of Processing Equipment**

Magnus currently utilizes a preventative maintenance program that calls for daily review and service of most pieces of machinery/equipment. This program includes routine inspections of equipment including the shredder and baler, all trucks and the front-end loader, conveyor, other support equipment, and all mobile equipment. The inspections will follow manufacturer's recommended guidelines and will be performed by a qualified technician for the purpose of minimizing unexpected down time.

**6.0 Training**

Magnus provides its employees with the training necessary to safely and competently complete their assigned tasks and duties. The facility manager, or his designee, will provide Magnus employees with health and safety, operations, and administrative training necessary to be successful. The training will begin with a plant tour of process operations, followed by a hands-on training period in the area where the employee will work. Most new employees are paired with veteran employees to learn the ropes.

**6.1 Health and Safety**

All employees are trained on safety issues in all aspects of the facility, whether they will be working in that area or not. Training begins immediately after hire by the Facility Manager, then with the veteran employee they are paired with. All employees are required to pass drug tests and health tests, should their position, such as a driver, require it. Records of the drug and health tests are kept on record on site.

All facility employees work under appropriate health and safety guidelines established by the Occupational Safety and Health Administration (OSHA). Use of personal protective equipment is in accordance with 29 CFR 1910.132, as a minimum. First aid equipment is maintained and available in the facility office. Emergency telephone numbers of nearby ambulance, hospital, police, and fire services are prominently displayed at appropriate areas on-site.

The training program also ensures certain facility personnel are properly trained with the knowledge to effectively respond to emergency situations. These employees are shown the location of emergency equipment, such as fire extinguishers, absorbent materials, and first aid supplies, and are given appropriate instruction on the equipment use. Refresher training is provided to employees annually, or as otherwise specified by OSHA.

**6.2. Operational**

All employees who are required to utilize equipment for the proper operation of the facility are appropriately trained in the operation and maintenance of the

## Magnus Environmental Corporation Operation Plan

equipment prior to use. Employees also receive training on work flow, process documentation procedures, facility inspection procedures, etc. Refresher training is provided to employees annually, or as otherwise recommended by the equipment manufacturer.

### 6.3. Administrative

All employees are provided training on administrative topics such as timekeeping, accrual and utilization of paid time off, personnel records access, accessing training opportunities, etc. Such training is offered to employees as policies and procedures change or when the Facility Manager determines improved competency in relevant topics is warranted.

## 7.0 Contingency and Emergency Response Plan Procedures

Should there be an outage or unplanned facility shutdown due to a natural disaster or other problem, Magnus would easily be able to clean up and the site and shut down for the time needed while still meeting the requirements of our permit. As tires and tire shreds are inert and do not break down, and do not require any control method to keep them stable, there is no immediate danger to the public. Should Magnus need to shut down temporarily or permanently, incoming tires would no longer be accepted, and the remaining 230 tons or less of bales, whole tires, and shreds remaining would be disposed of at the landfill or with Scrap Tire Solutions, who has agreed to accept any tires in case of a shutdown. A Standby Letter of Credit with the Bank of Springfield has been secured to cover the cost if needed. See Attachments VII.

## 8.0 Recordkeeping

### 8.1 Operating Records

Each incoming vehicle that arrives at the facility is weighed-in and the following information is collected and recorded:

- Weight of the tires received;
- Name, address, and phone number of transporters;
- Transporter's solid waste transporter number (if applicable);
- Name, address, and phone number of the customer; and,
- Type of tires delivered.

Records for rejected loads, including the reason for rejection, are maintained at the facility.

Records of shipments of commodities to off-site end markets are recorded and maintained electronically and can be provided on the same day as requested.

The records include:

- Weight of tires shipped;
- Type of tires; and,
- Name and address of the end market or reuse facility.

## Magnus Environmental Corporation Operation Plan

Records of shipments of out-throws/rims that are sent off-site for disposal are recorded and maintained on-site. These records include:

- Weight of out-throws shipped;
- Name and address of the receiving or disposal facility where the out-throws were sent; and,
- The transporter and solid waste transporter number.

The electronic recordkeeping system employed by Magnus maintains an electronic file of all scale transactions; electronic copies are available upon request. The facility maintains, and makes available, all records outlined in this Plan of Operation for DNREC's review upon request, and as addressed in Section 9.4.3. of DRGSW.

These will include:

- Records documenting the information on in-bound and out-bound shipments as defined in Section 8.1, above;
- Inventory Records
- Records of the weight and percentage of out-throws generated by facility operations as described in Section 8.1, above;
- Records of injuries or incidents where the Contingency and Emergency Response Plan was implemented;
- Training records;
- Records of any fire or safety inspections

### **8.2. Incident Reports**

Reports of any significant operating issues or emergencies are maintained on-site. This includes injuries, vehicular accidents, fires, and spills, that occur at the facility or any loads received at the facility.

### **8.3. Periodic Reports**

#### **8.3.1 Quarterly Facility Report**

Magnus submits to the Department all quarterly reports summarizing facility operations for the preceding calendar quarter in accordance with Section 9.4.4 of DRGSW. The reports summarize all processing and monitoring activities conducted in the previous calendar quarter. The quarterly reports include all bullet points below:

- Quantity of tires accepted at the facility by date.
- Types and daily quantity of processed tires sent off-site and the corresponding name and address of the end market user.
- A detailed description of any deviations, whether intentional or accidental, from the approved Plan of Operation.
- Summary of all instances of non-compliance with the permit.

**8.3.2 Annual Facility Report**

Magnus submits to the Department an annual report summarizing facility operations for the preceding calendar year in accordance with Section 9.4.4 of DRGSW. The report summarizes all processing and monitoring activities conducted in the previous calendar year. The report includes the following information:

- Quantity of tires received at the site;
- Monthly average of stored tires, processed shreds, baled and rims.
- Types and quantity of tire shreds and baled tires sent off-site and the identification of the end market user;
- Quantity of rims (out throws) and ultimate disposal of the rims.
- A complete list of the commercial haulers that delivered tires to or removed processed shreds or rims from the site during the calendar year to include the transporter's Delaware solid waste transporter number.
- A detailed description of all construction or corrective work conducted at the site
- A summary of all shutdowns, fires, explosions, spills, non-permitted or uncontrolled releases, or other emergencies that occurred at the facility.
- A summary of any unintentional or accidental deviation from the approved Plan of Operation; and
- A summary of all instances of noncompliance with the Permit.

**8.3.3 Annual Financial Assurance Review**

Magnus regularly submits to the Department a review of its conceptual closure plan for the facility. In the event that the annual review indicates that the conceptual closure plan is not consistent with current facility operations, Magnus will submit an updated conceptual closure plan. In addition, Magnus will annually recalculate estimated closure costs to compensate for modifications to the conceptual closure plan and/or to adjust for common economic variables. The update will include adjustments for inflation, facility expansion, wage rates, equipment rental rates, and any other applicable requirements which impact the cost of closure. DRGSW provides multiple mechanisms to furnish Financial Assurance to the State. Concurrent with the annual review of its conceptual closure plan and estimate closure costs, Magnus will review and consider its selected financial assurance mechanism with regard to the variety of financial assurance options available.

Magnus's third-party financial assurance attached Attachment VII.

**8.3.4 Annual Recycling Report**

In accordance with the Universal Recycling Law, the facility will submit an annual report to the Department no later than February 15th of each year. The report will include all recycling activities pursuant to the reporting guidelines established by the Department and the Recycling Public Advisory Council.

# Karunanand Car Tyre Baling Press



Manufactured by Karunanand Hydro-Pneumatic Controls, PVT. LTD.  
Ambernath 421506, Maharashtra, India  
GST Number - 27AABCK4356M1Z7

## Karunanand Hydraulic Car Tyre Baling Press Machine Technical Specifications

|              |   |
|--------------|---|
| Frame Type   | H-Frame design to withstand extreme compressive loads |
| Construction | Sturdy Mild Steel (MS) frame                          |

### Capacity & Force

|                   |  |
|-------------------|--|
| Press Type        | Hydraulic  |
| Pressing Force    | 50 to 200 Tons   |
| Configuration     | Dual Cylinder Configuration                            |
| Production Rate   | Approximately 4 to 6 bales per hour                    |
| Tyre Capacity     | Each bale can contain approximately 70 to 90 car tyres |
| Compression Ratio | 10:1   |
| Plunger Stroke    | 500 mm   |

### Bale Details

|                     |  |
|---------------------|--|
| Bale Weight         | Standard Bales weigh between 800 to 1200 Tons US |
| Baling Chamber Size | 1550 x 760 x 2500 mm                             |

### Power & Electricals

|             |  |
|-------------|--|
| Motor Power | 30 HP electric motor                             |
| Voltage     | Standard industrial 3-phase 415–440 V (50/60 Hz) |

### Operational Features

|                       |   |
|-----------------------|---|
| Cycle Time            | Approximately 60 seconds  |
| Operation Mode        | Semi-Automatic (push-button)  |
| Hydraulic System      | Includes a 400-liter oil tank and operates at pressures around 200 bar      |
| Ejection              | Features a Chain Bale Ejector for easy removal of finished bales            |
| Retractable Retainers | These prevent compacted tyres from springing back during the baling process |
| Door Locking          | Utilizes hydraulically driven chamber doors for secure operation            |
| Safety Buttons        | Mechanism only engages when operator is clear of the chamber                |

Checklist Item 5  
Engineering Report

# ENGINEERING REPORT

For Resource Recovery Permit Renewal Application  
Magnus Environmental Corporation  
New Castle, Delaware

October 2020

*Prepared For:*

**Corrado Construction Company and Magnus Environmental Corporation**  
220 Marsh Lane  
New Castle, DE 19720

*Prepared By:*

**BrightFields, Inc.**  
801 Industrial Street  
Wilmington, DE 19801  
(302) 656 9600



## INTERNAL QUALITY CONTROL SHEET

This Engineering Report has been prepared by BrightFields, Inc. (BrightFields) following practices and policies as required by the Delaware Regulations Governing Solid Waste. The information presented within this report represents BrightFields' knowledge of conditions on the subject site at the time of preparation. This report was prepared and reviewed by the following BrightFields' personnel:

Prepared By:



Kelly P. Wilkinson  
Environmental Analyst

Reviewed by:



Ken Hannon, P.E.  
Engineering Manager

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# ENGINEERING REPORT

## For Resource Recovery Permit Renewal Application

### Magnus Environmental Corporation

### New Castle, Delaware

## 1.0 INTRODUCTION

Magnus Environmental Corporation (Magnus) leases a 2-acre portion of the Corrado Construction Company (Corrado) facility located at 220 Marsh Lane (Site) in New Castle for recycling and processing scrap tires. Magnus is in the process of renewing their Resource Recovery permit through the Delaware Department of Natural Resources and Environmental Control (DNREC). BrightFields, Inc. (BrightFields) has prepared this Engineering Report in accordance with the requirements outlined in Section 4.4.1.4 of the Delaware Regulations Governing Solid Waste. Note that the following requirements are not included in this report because they are not applicable for an existing facility: description of proposed installation methods and procedures (Section 4.4.1.4.4), plan for third party quality assurance during construction and installation (Section 4.4.1.4.5), and schedule of events for facility construction (Section 4.4.1.4.6). In addition, an energy balance (Section 4.4.1.4.2) has not been included due to the nature of the process and based on conversations with DNREC.

BrightFields performed a site visit on October 15, 2020. Findings from the site visit and conversations with Magnus personnel are summarized in the following sections.

## 2.0 SITE LAYOUT AND OPERATIONS

The Site is located at 220 Marsh Lane in New Castle, Delaware (**Figure 1**). The facility collects and processes scrap tires. Generally incoming trucks are weighed at the scale onsite, check in at the scale house, and then tires are dumped or manually unloaded to be shredded by the tire shredder onsite. At this time, shredded tires are transported offsite for reuse at a landfill.

Structures onsite include one permanent building used for housing trucks and maintenance equipment and a semi-permanent office trailer used as a scale house. Onsite capacity also includes eight storage bins to sort tires by type and space to store up to 30 trailers. The site layout is shown on **Figure 2**.

No direct groundwater or surface water discharges were identified onsite during the site visit on October 15, 2020. Based on conversations with Magnus personnel, surface water drains to the west to the Corrado property and the majority of the surface water travels to a catch basin located north of the scale. No surface water bodies are located on the Site. The closest surface water body is the Christina River, which is approximately 0.2 miles north of the Site.

### **3.0 SHREDDER DETAILS AND CAPACITY**

Magnus utilizes a Barclay Roto-Shred Inc. 4.9 Primary Front Feed Shredder. The shredder is capable of shredding 20 tons per hour. The actual daily quantity processed varies greatly. On average, Magnus processes between 25 and 30 tons of tires per day. Note that occasionally during larger jobs the quantity may be significantly higher. On an annual basis, the facility processes approximately 10,000 tons of scrap tires per year. Due to the nature of the process, the annual incoming mass of 10,000 tons of tires is equal to the outgoing mass of 10,000 tons of shredded tires. With proper maintenance of the shredder, the life expectancy of the facility is greater than 30 years. The specification for the rotating stripper on the tire shredder is included as **Appendix A**. Additional information and specifications are included in the 4.9" Primary Front Feed Shredder Instruction Manual (**Appendix B**).

Magnus began operating at the Site under a Beneficial Use Determination on September 21, 2010. The facility was constructed in 2010 and has operated under Beneficial Use Determinations and the current Resource Recovery Permit (issued on March 1, 2016). The tire shredder that is currently in use was brought onsite in 2016.

### **4.0 SAFETY ANALYSIS**

Magnus hosts monthly safety classes that are mandatory for all personnel onsite. Personnel sign off and records are maintained onsite. Topics discussed vary from month to month and include emergency stops, belt safety, lock out of equipment during maintenance, safety data sheets (SDSs), oil spills, first aid, and procedures in case of fire. In addition, all employees are required to adhere to the written safety policy during Site operations.

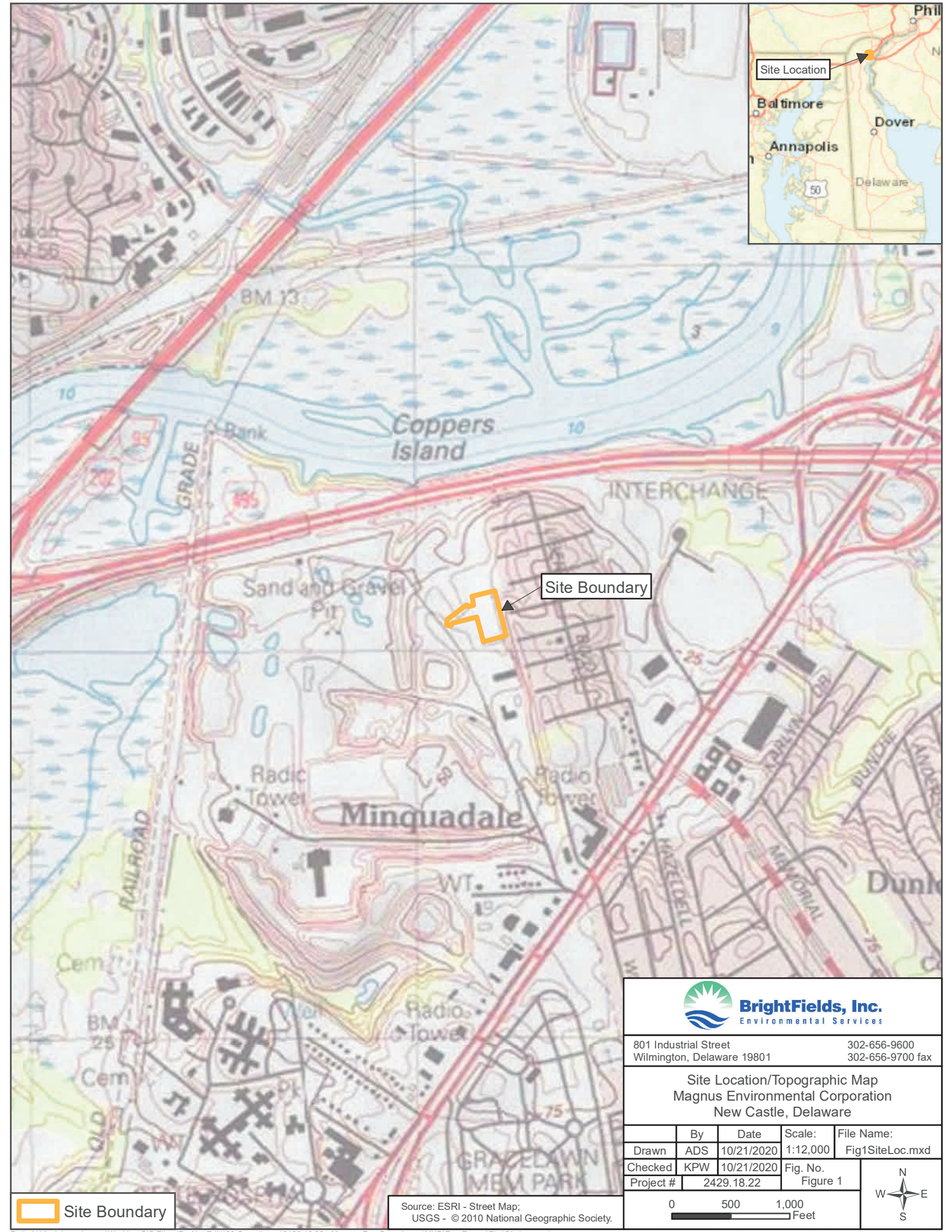
The following potential safety hazards and methods of control have been identified:

| Safety Hazard  | Method(s) of Control   |
|--|--|
| Struck by Trucks or Heavy Equipment during Unloading and Sorting | <ul style="list-style-type: none"> <li>• Yard is always managed by the primary shredder operator</li> <li>• Implement traffic control cones to direct truck traffic</li> <li>• Personnel onsite direct truck traffic as needed</li> <li>• Personnel in yard wear reflective safety vests</li> <li>• Only one truck is permitted onsite at a time</li> <li>• Speed limit is posted as 10 miles per hour</li> </ul>  |
| Injury during Shredder Operation                                 | <ul style="list-style-type: none"> <li>• Only operators who are trained and experienced operate the shredder</li> <li>• Visually inspect shredder throughout operation</li> <li>• Tires are placed onto shredder conveyor using a loader (hands and limbs are kept away from shredder while in operation)</li> <li>• Only operate shredder with adequate lighting</li> <li>• Shredder is equipped with emergency stop and personnel are trained to use it</li> <li>• Only shred tires, and no other materials, as intended by the manufacturer</li> <li>• Personnel are not permitted to use cell phones during work hours to minimize distractions</li> </ul> |
| Injury while Moving Tires  | <ul style="list-style-type: none"> <li>• If heavier tires are moved, personnel use lifting belts and implement proper lifting techniques to minimize injury</li> <li>• Tires are placed onto shredder conveyor using a loader</li> </ul>   |
| Injury during Maintenance  | <ul style="list-style-type: none"> <li>• Electrically lock out the panel prior to performing maintenance</li> <li>• Only use the proper tools to perform the maintenance</li> <li>• Only personnel who are trained and experienced perform maintenance work</li> </ul>   |
| Injury to Trespasser from Shredder                               | <ul style="list-style-type: none"> <li>• Shredder is locked at the end of each workday so it cannot be unintentionally operated</li> </ul>   |

## **5.0 FUTURE EXPANSION**

At this time, there are no plans to expand the facility. If intentions change, Magnus will coordinate with DNREC prior to expansion.


# FIGURES



Site Boundary

 Site Boundary

Source: ESRI - Street Map;  
USGS - © 2010 National Geographic Society.



**BrightFields, Inc.**  
Environmental Services

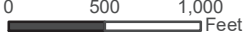
801 Industrial Street  
Wilmington, Delaware 19801


302-656-9600  
302-656-9700 fax

Site Location/Topographic Map  
Magnus Environmental Corporation  
New Castle, Delaware

|           |            |            |          |                 |
|-----------|------------|------------|----------|-----------------|
|           | By         | Date       | Scale:   | File Name:      |
| Drawn     | ADS        | 10/21/2020 | 1:12,000 | Fig1SiteLoc.mxd |
| Checked   | KPW        | 10/21/2020 | Fig. No. |                 |
| Project # | 2429.18.22 |            | Figure 1 |                 |

0 500 1,000  
Feet









- Site Boundary
- Tax Parcels

Source:  
 Delaware FirstMAP - Aerial 2017;  
 Delaware DataMIL - Tax Parcels.

|   |            |   |   |                    |
|---|------------|---|---|--------------------|
|  |            | <b>BrightFields, Inc.</b><br>Environmental Services |   |                    |
| 801 Industrial Street<br>Wilmington, Delaware 19801                                   |            | 302-656-9600<br>302-656-9700 fax                    |   |                    |
| <b>Site Layout Map</b><br>Magnus Environmental Corporation<br>New Castle, Delaware    |            |   |   |                    |
| Drawn   | By         | Date  | Scale:  | File Name:         |
| Checked   | KPW        | 10/22/2020  | 1:1,200   | Fig2SiteLayout.mxd |
| Project #   | 2429.18.22 | Fig. No.  | Figure 2  |                    |
| 0 50 100  |            |   | <br>Feet |                    |

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# **ENGINEERING REPORT**

## **For Resource Recovery Permit Renewal Application**

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Magnus hosts monthly safety classes that are mandatory for all personnel onsite. Personnel sign off and records are maintained onsite. Topics discussed vary from month to month and include emergency stops, belt safety, lock out of equipment during maintenance, safety data sheets (SDSs), oil spills, first aid, and procedures in case of fire. In addition, all employees are required to adhere to the written safety policy during Site operations.

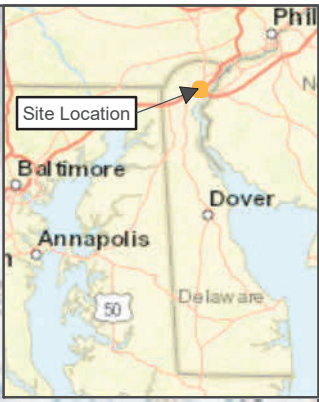
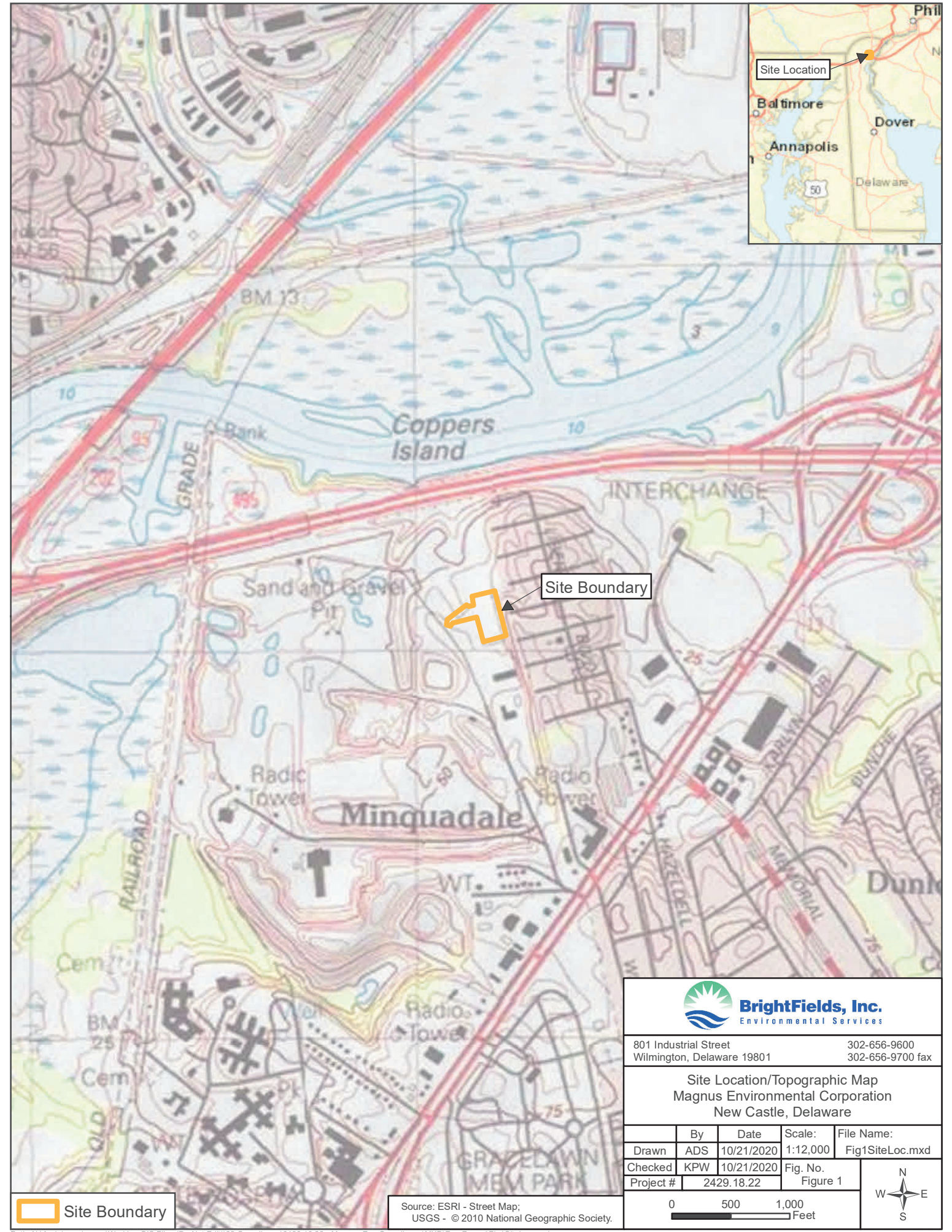
The following potential safety hazards and methods of control have been identified:

| Safety Hazard  | Method(s) of Control   |
|--|--|
| Struck by Trucks or Heavy Equipment during Unloading and Sorting | <ul style="list-style-type: none"> <li>• Yard is always managed by the primary shredder operator</li> <li>• Implement traffic control cones to direct truck traffic</li> <li>• Personnel onsite direct truck traffic as needed</li> <li>• Personnel in yard wear reflective safety vests</li> <li>• Only one truck is permitted onsite at a time</li> <li>• Speed limit is posted as 10 miles per hour</li> </ul>  |
| Injury during Shredder Operation                                 | <ul style="list-style-type: none"> <li>• Only operators who are trained and experienced operate the shredder</li> <li>• Visually inspect shredder throughout operation</li> <li>• Tires are placed onto shredder conveyor using a loader (hands and limbs are kept away from shredder while in operation)</li> <li>• Only operate shredder with adequate lighting</li> <li>• Shredder is equipped with emergency stop and personnel are trained to use it</li> <li>• Only shred tires, and no other materials, as intended by the manufacturer</li> <li>• Personnel are not permitted to use cell phones during work hours to minimize distractions</li> </ul> |
| Injury while Moving Tires  | <ul style="list-style-type: none"> <li>• If heavier tires are moved, personnel use lifting belts and implement proper lifting techniques to minimize injury</li> <li>• Tires are placed onto shredder conveyor using a loader</li> </ul>   |
| Injury during Maintenance  | <ul style="list-style-type: none"> <li>• Electrically lock out the panel prior to performing maintenance</li> <li>• Only use the proper tools to perform the maintenance</li> <li>• Only personnel who are trained and experienced perform maintenance work</li> </ul>   |
| Injury to Trespasser from Shredder                               | <ul style="list-style-type: none"> <li>• Shredder is locked at the end of each workday so it cannot be unintentionally operated</li> </ul>   |

## **5.0 FUTURE EXPANSION**

At this time, there are no plans to expand the facility. If intentions change, Magnus will coordinate with DNREC prior to expansion.


# FIGURES



Site Boundary

 Site Boundary

Source: ESRI - Street Map;  
USGS - © 2010 National Geographic Society.



**BrightFields, Inc.**  
Environmental Services

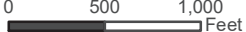
801 Industrial Street  
Wilmington, Delaware 19801


302-656-9600  
302-656-9700 fax

Site Location/Topographic Map  
Magnus Environmental Corporation  
New Castle, Delaware

|           |            |            |          |                 |
|-----------|------------|------------|----------|-----------------|
|           | By         | Date       | Scale:   | File Name:      |
| Drawn     | ADS        | 10/21/2020 | 1:12,000 | Fig1SiteLoc.mxd |
| Checked   | KPW        | 10/21/2020 | Fig. No. |                 |
| Project # | 2429.18.22 |            | Figure 1 |                 |

0 500 1,000  
Feet







- Site Boundary
- Tax Parcels



801 Industrial Street  
Wilmington, Delaware 19801

302-656-9600  
302-656-9700 fax

**Site Layout Map**  
Magnus Environmental Corporation  
New Castle, Delaware

|           |            |            |          |                    |
|-----------|------------|------------|----------|--------------------|
|           | By         | Date       | Scale:   | File Name:         |
| Drawn     | ADS        | 10/22/2020 | 1:1,200  | Fig2SiteLayout.mxd |
| Checked   | KPW        | 10/22/2020 | Fig. No. |                    |
| Project # | 2429.18.22 |            | Figure 2 |                    |

Source:  
Delaware FirstMAP - Aerial 2017;  
Delaware DataMIL - Tax Parcels.



# APPENDICES

# Appendix A

## Rotating Stripper Specification

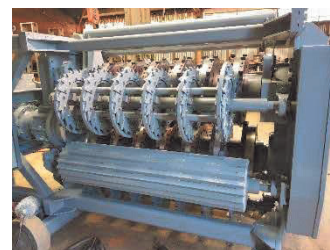
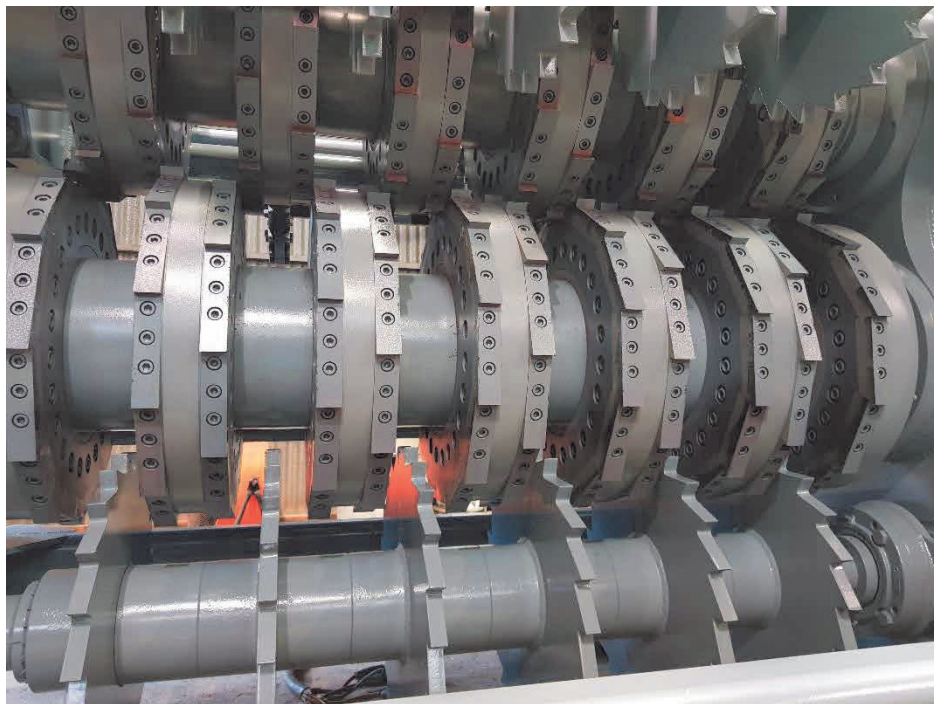


**Barclay Roto-Shred Inc.**

[www.tireshredders.com](http://www.tireshredders.com)

3164 Loomis Rd. - Stockton, CA 95205 Phone (209) 466-1209 Fax (209) 465-2012

## 4.9 Rotating Stripper



**Weight:** 26,000 lbs.

**Gearmotor:** 75 HP, 480v, 60 Hz, 3-phase

**Shaft Specifications:**

- Diameter: 9.5"
- Speed: 9 RPM
- Orientation: Through-Feed

**Controls:**

- Fully wired to accept line connection.
- Remote mounted control box with independent control of shredder and infeed conveyor

**Safety:** Emergency stop buttons on the shredder and conveyor.

**Cutting Chamber:** 72" wide, 12 cuts @ 4.9" spacing.

**Cutting Knife:**

- Cru-Wear Tool Steel
- Thick heat treat and precision ground.
- Optional 1.500" wide blades or half 1.500" and half 1.400"
- 288 per shredder.

**Knife Base:** AISI D-2 Tool Steel – replaceable when worn or damaged.

**Strippers:** Rotating cleanout shafts and rotors continuously clear cutting chamber.

**Feeders:** Chain driven from main shafts with torque limiting clutch.

**Single Pass Throughput:** 16-20 tons/hr.

**Capacity:** No whole tires that have a section thickness greater than 5.5" when compressed.

**Infeed Conveyor:**

- Detachable 2 HP pan conveyor with impact absorbing spring steel slats.
- Lengths available: 16' (typical), 8' (optional)

## Checklist Item 6

### Recycling Analysis

Included in Permit  
Application Checklist Item 4

## Checklist Item 7

A plan for sampling, analysis, and disposition of ash or other residuals and for the documentation of non-hazardous characteristics of the incoming materials as deemed appropriate (Section 4.4.1.6 of DRGSW).

Permit Application Item Waived as per DNREC.

# Checklist Item 8

## Hydrogeological Assessment

Permit Application Item Waived as per  
DNREC

Checklist Item 9  
Environmental Assessment

Permit Application Item Waived  
as per DNREC

Checklist Item 10  
Topographical Site Map  
Included in Permit  
Application Checklist Item 4

Checklist Item 11  
Proof of Licenses



DEPARTMENT OF LAND USE

October 21, 2020

**In reply, refer to:  
2020-0649-V  
220 Marsh Lane**

Joe Matteo  
220 Marsh Lane  
New Castle, DE 19720

Dear Applicant:

The New Castle County Department of Land Use is in receipt of your request for a verification of zoning and use for tax parcel number 10-004.00-002, which is located at 220 Marsh Lane in New Castle, Delaware.

A review of the Official Zoning Map of New Castle County indicates that the subject parcel is zoned **HI (Heavy Industry)**, which **permits recycling or storage uses (including tire recycling)** as a Limited Use, pursuant to Table 40.03.110 of the New Castle County Unified Development Code (UDC). No variances or open building or zoning code violations were found for the subject property in a search of the County tax parcel information system.

A Record Minor Land Development Plan for Maintenance Building Waste Management Services, Inc. (Instrument Number 200108140066051) was recorded in the Office of the Recorder of the Deeds for New Castle County on August 14, 2001. The approval and recordation of this plan indicate compliance with the subdivision and zoning code regulations in effect at that time. An electronic (PDF) copy of this plan may be provided at the Department's discretion upon the applicant's written request. Any new construction or changes in use to that shown on the record plans will require compliance with current UDC regulations.

Please be advised that this letter only verifies whether the type of use that exists or is proposed on the site – to the extent you described it in your zoning verification application – is permitted, not permitted, or permitted under limited circumstances in the zoning district. **This letter is not a permit and does not offer any guarantee that any other required plans, applications, certifications, or variances for your project will be approved.**

If your project involves an expansion of the existing use, a change of use, alterations to the building or site, demolition, or new construction, one or more permits may be needed before you can initiate the use. The following is a summary of Department of Land Use permits, certificates, and plans that may be required for your project:

Any new use or change of use in an existing building may require:

1. **Limited Use Permit.** If the existing or proposed use is identified as a "limited use" on the first page of this letter you will need to apply for a Limited Use Permit. This application must be accompanied by a site plan, or other supporting documentation, demonstrating that the special standards for that use are met. Refer to Articles 3 and 31 of the Unified Development code for additional information.
2. **Certificate of Use.** To either institute a new use, or expand an existing use, in an existing building you must obtain a Certificate of Use. The Department will determine whether the building meets the building code and parking requirements for such use. Refer to Chapter 6 of the New Castle County Code (Building Code) for additional information.

Any new construction, or alteration or expansion of existing buildings and features on the site may require:

1. **Major or Minor Land Development Plan.** If your project will subdivide land or add more than 1,000 square feet of gross floor area, you must submit a major or minor land development plan. The plan will be reviewed for compliance with the land development criteria outlined in the Unified Development Code. During review of the plan, the Department may hold public hearings and may identify other applications, plans, studies, or permits that need to be submitted before development can commence. Refer to Article 31 of the Unified Development Code for general requirements.
2. **Parking Plan.** If your project requires installation, expansion, or reconfiguration of a parking lot, you will need to submit a parking plan. Refer to Articles 3 and 31 of the Unified Development Code for general requirements.
3. **Building Permit / Demolition Permit / Sign Permit.** If your project will involve altering or enlarging a building (including mechanical systems), demolishing all or part of a building, or installing new signs, you must obtain permits for those activities. During the review of these applications, the Department may identify other applications, plans, studies, or permits that need to be submitted before development can commence. Before the new or improved building can be inhabited, a **Certificate of Occupancy** must be secured from the Department. Refer to Chapter 6, Article 3 of the New Castle County Code (Building Code) for additional information.

This summary of Department of Land Use permit applications is intended only for general informational purposes and is not intended to be inclusive of the comprehensive requirements contained in the New Castle County Code. Please be advised that some of the review processes described above may also require recommendations or decisions from County boards (Planning Board, Historic Review Board, Board of Adjustment, and Resource Protection Area Technical Advisory Committee) or outside agencies. New Castle County must abide by regulations imposed on it by a variety of State and Federal agencies. Accordingly, any of the County permits described above may be subject to additional review processes that address environmental concerns; resource protection; public health, safety, and welfare; and a variety of other issues. In some cases, landowners may need to address the requirements of those agencies independently.

Landowners contemplating a change of use, future development, or alterations to buildings and land are encouraged to engage the services of an engineer, land surveyor, and/or attorney for advice on any physical constraints that may limit development of the property, and guidance on what permits may be needed to commence a new use or development.

General questions regarding the plan review process; building, demolition, and sign permits; and Certificates of Use/Occupancy, can be answered by the Department at 395-5400. Copies of documents such as certificates of occupancy or code violations may be obtained, where applicable and available, by submitting an Information Request Form (FOIA). The form is available online at [www.nccde.org](http://www.nccde.org). Thank you for your attention to this matter.

Sincerely,



Alec Davis  
Planner I

**Parcel # 1000400005**

Property Address: 200 MARSH LN  
 NEW CASTLE, DE 19720-  
 Subdivision: DEL RECYCLABLE PRODS  
 Owner: CLIFTON MILL ASSOCIATES L P  
 C/O CORRADO AM INC  
 Owner Address: 200 MARSH LA  
 NEW CASTLE, DE 19720  
 Municipal Info: Unincorporated

|                     |                            |
|---------------------|----------------------------|
| Lot #: P D-2        | Property Class: INDUSTRIAL |
| Location:           | Lot Size: 21.28            |
| Map Grid: 10203500  | Lot Depth: 0               |
| Block:              | Lot Frontage: 0            |
| Census Tract: 152   | Street Finish:             |
| Street Type:        |                            |
| Water:              |                            |
| Microfilm #: 013138 |                            |

**Tax/Assessment Info**

Current Assessment  
 Land: 2766400  
 Structure: 3076000  
 Homesite:     0      
 Total: 5842400  
 County Taxable: 5842400  
 School Taxable: 5842400

**Related Project Plans**

|                | A/P No.  | Project Name   | Work Type           | Status   |
|----------------|----------|----------------|---------------------|----------|
| <b>Details</b> | 20050057 | 200 MARSH LANE | BOARD OF ADJUSTMENT | COMPLETE |

**Permit History (July 1998 – present)**

|                | A/P No.   | Permit Type | Status |
|----------------|-----------|-------------|--------|
| <b>Details</b> | 202502349 | HVAC PERMIT | Open   |

**District & Zoning Info**

Districts

- **COUNCIL 10 - JEA P STREET**
- **COLONIAL SCHOOL DIST-TRES**
- NORTH OF C&D CANAL
- FIRE/RESCUE - MINQUADALE
- SEWER DISTRICT NORTHERN-ASMT
- DE REP 16-FRANKLIN D COOKE
- PLANNING 2 - NEW CASTLE
- STATE WETLANDS
- TRAFFIC ZONE T112 (YR2022)
- DE SEN 03-S ELIZABETH LOCKMAN

Zoning

- HI - UDC - HEAVY INDUSTRIAL

**Deed History**

| Grantee(s)                  | Deed    | Multi? | Sale Date | Sale Amount  |
|-----------------------------|---------|--------|-----------|--------------|
| CLIFTON MILL ASSOCIATES L P | 157 273 | N      | 2/1/1977  | \$1.00       |
|                             |         | N      | 5/1/1980  | \$156,100.00 |
|                             |         | N      | 3/22/1984 | \$10.00      |

**Tax Bills as of 3/20/2026 3:00:35 AM**

| Tax Year | County        |             |             | School        |             |             |
|----------|---------------|-------------|-------------|---------------|-------------|-------------|
|          | Principal Due | Penalty Due | Amt Paid    | Principal Due | Penalty Due | Amt Paid    |
| 2010A    | \$0.00        | \$0.00      | \$8,780.54  | \$0.00        | \$0.00      | \$18,789.98 |
| 2011A    | \$0.00        | \$0.00      | \$8,854.70  | \$0.00        | \$0.00      | \$18,471.30 |
| 2012A    | \$0.00        | \$0.00      | \$8,818.42  | \$0.00        | \$0.00      | \$18,091.33 |
| 2013A    | \$0.00        | \$0.00      | \$8,817.68  | \$0.00        | \$0.00      | \$22,748.99 |
| 2014A    | \$0.00        | \$0.00      | \$8,851.63  | \$0.00        | \$0.00      | \$23,157.15 |
| 2015A    | \$0.00        | \$0.00      | \$8,814.62  | \$0.00        | \$0.00      | \$23,177.99 |
| 2016A    | \$0.00        | \$0.00      | \$8,764.49  | \$0.00        | \$0.00      | \$23,218.43 |
| 2017A    | \$0.00        | \$0.00      | \$8,780.18  | \$0.00        | \$0.00      | \$27,005.85 |
| 2018A    | \$0.00        | \$0.00      | \$9,442.11  | \$0.00        | \$0.00      | \$28,877.49 |
| 2019A    | \$0.00        | \$0.00      | \$10,072.56 | \$0.00        | \$0.00      | \$28,975.55 |
| 2020A    | \$0.00        | \$0.00      | \$10,148.06 | \$0.00        | \$0.00      | \$28,975.55 |
| 2021A    | \$0.00        | \$0.00      | \$10,150.26 | \$0.00        | \$0.00      | \$28,712.02 |

Checklist Item 12  
Conceptual Closure Plan



March 18, 2026

John Matteo  
Magnus Environmental Corporation  
220 Marsh Lane  
New Castle, DE 19720  
matteoffices@gmail.com

Re: Acceptance Confirmation

John,

Per our conversation, WM Delaware Recycling Products Inc. does have the capability to accept 230 tons of cut tires, should Magnus have a need for that.

Please do not hesitate to contact me at 215-651-9186 with any questions you may have or if you require any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Adams'.

Bill Adams  
Industrial Account Manager

From: **Brett Young** <[brett@youngscontracting.com](mailto:brett@youngscontracting.com)>

Date: Wed, Mar 11, 2026 at 4:58 PM

Subject: Updated worksheet 3-11-26 -Magnus Environmental Corporation

To: <[matteoffices@gmail.com](mailto:matteoffices@gmail.com)>

Dear John,

It's fine, you are not bugging me, and thank you for your diligence on this. I should have been clearer that the excavator we will be bringing on site would have a shear attached. This shear will be used to split any whole tires on site, as we know the landfill does not accept whole tires, but does accept split tires. I have corrected the breakdown below.

Thank you,  
Brett Young

### **YOUNG'S CONTRACTING**

2652 Marsh Rd  
Wilmington, DE 19810

#### **Itemized Cost Worksheet – Scrap Tire Cleanup**

Magnus Environmental Corporation Facility  
220 Marsh Lane  
New Castle, Delaware 19720

**Estimated Quantity:** 230 Tons of Scrap Tires

**Rate:** \$223.75 per Ton

**Total Project Cost:** \$51,462.50

March 11, 2026

---

#### **Project Assumptions**

Total material: **230 tons of whole scrap tires, shreds, and tire bales**

Average payload per load: **Approximately 6 tons per trip**

Estimated total loads: **38–40 trips**

Project duration: **Approximately 3 weeks**

Crew: **1 equipment operator + 2 laborers**

Transportation and hauling services will be **performed by First State Waste / First State Roll Off, Inc. (FSW)**.

---

## **Itemized Cost Breakdown**

### **1. Transportation of Material**

Approx. 38 trips × \$900 per trip

Transportation services provided by First State Waste / First State Roll Off, Inc. (FSW), including loading coordination, splitting, hauling, and disposal of split, chipped, or shredded scrap tires at the Waste Management DRPI Landfill.

This cost includes transportation, disposal/tipping fees for split, baled, chipped, or shredded scrap tires, manifesting, and regulatory compliance associated with off-site disposal at the Waste Management DRPI Landfill.

**\$34,200.00**

---

### **2. Rental of Loading Equipment (3 weeks)**

Loader / excavator w/attached shear for on-site tire cutting and loading operations

**\$4,500.00**

---

### **3. Mobilization & Demobilization of Equipment**

Transport of loading equipment to and from the site

**\$3,000.00**

---

### **4. Fuel for Rental Equipment**

Estimated **\$400 per day × 15 working days**

**\$6,000.00**

---

**5. Equipment Insurance**

Rental coverage and liability

**\$1,000.00**

---

**6. Equipment Operator**

Estimated **\$1,200 per week × 3 weeks**

**\$3,600.00**

---

**7. Site Labor (2 Laborers)**

Estimated cleanup support, loading assistance, and site management

Allowance included within project pricing

---

**8. Special Off-Site Cleanup Insurance & Administrative Costs**

Environmental rider, documentation, manifests, coordination with hauling contractor

**\$1,250.00**

---

**9. Miscellaneous / Contingency**

Site conditions, tire staging, minor repairs, supplies

**\$1,912.50**

---

**Total Estimated Project Cost**

**\$51,462.50**

---

This worksheet reflects a **comprehensive turnkey cleanup of approximately 230 tons of scrap tires and/or processed tires** from the **Magnus Environmental Corporation** facility located at **220 Marsh Lane, New Castle, Delaware 19720**.

The above pricing includes **labor, loading equipment, fuel, insurance, project management, and transportation services**, with **hauling, transport, and disposal provided by First State Waste / First State Roll Off, Inc.**

This proposal is intended as a **contingency cleanup plan** and is extended to **Magnus Environmental Corporation and the State of Delaware**, should the State assume responsibility for remediation or enforcement-related cleanup activities at the facility.

---

**Young's Contracting**

Brett Young

Checklist Item 13  
Proof of Financial  
Responsibility for Closure



**Irrevocable Commercial Letter of Credit**

**Issuer:**  
Bank of Springfield  
PO Box 19301  
Springfield, Illinois 62794

**Issue Date: December 22, 2025**  
**Letter of Credit Number: 4318209806**

Letter of Credit Number 4318209806  
Issue Date: December 22, 2025

**Beneficiary**

The Secretary of the Department of Natural Resources and Environmental Control  
State of Delaware  
89 Kings Highway  
Dover, DE 19901

Letter of Credit Number 4318209806  
Issue Date: December 22, 2025

**Applicant**

Magnus Environmental Corporation  
220 Marsh Ln.  
New Castle, DE 19720-1175

**Issuance Date: December 22, 2025**

**Expiration Date: December 22, 2026**

**Dear Sir or Madam,**

We hereby establish our irrevocable standby letter of credit number 4318209806 in your favor, at the request and for the account of Magnus Environmental Corporation, up to the aggregate amount of Seventy Thousand dollars available upon presentation of:

- 1) Your sight draft, bearing reference to this letter of credit number 4318209806 and
- 2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of Title 7 of the Delaware Code, Chapter 60"


This letter of credit is effective as of 12/22/2025 and shall expire on 12/22/2026, but such expiration date shall be automatically extended for a period of one year on each successive expiration date, unless at least 120 days before the current expiration date, we notify (1) you, (2) the Solid & Hazardous Waste Management Section, and (3) Magnus Environmental Corporation by nationally recognized overnight courier service or upon receipt if delivered personally, that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available, upon presentation of your sight draft, for 120 days or until the letter of credit has expired, whichever is later.

When this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of Magnus Environmental Corporation in accordance with your instructions.

This standby letter of credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 and subsequent revisions thereof.

Very truly yours,

Bank of Springfield



---

By: Douglas Peters  
Its: VP, Commercial Lender

Checklist Item 14  
Proof of Siting

#### **14. PROOF OF SITING**

The site meets the siting requirements outlined in DRGSW Sections 4.4.1.13 and 9.2.

Magnus' resource recovery facility is located in an area where the potential for degradation of the quality of air, land, and water is minimal.

No solid waste would at any time be handled:

- Within the 100-year flood plain.

- Within any state or federal wetland.

- Within 1,000 feet of any state or federal wildlife refuge, wildlife area, or park.

- So as to be in conflict with any locally adopted land use plan or zoning requirement.

Checklist Item 15  
Chapter 79 Background Form



DELAWARE DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL ("DNREC")

ENVIRONMENTAL PERMIT APPLICATION  
BACKGROUND STATEMENT

Pursuant to 7 Del. C. Chapter 79

FILING STATUS:

This Background Statement is being filed with DNREC because:

- 1. It is an initial application for a new permit (or permits) or the applicant or applicant company has not held a permit issued by DNREC for a period of 5 or more years [See 7 Del. C. § 7902(a) and (b)];
- 2. It is required on an annual basis because the applicant or applicant company has been designated a chronic violator pursuant to 7 Del. C. § 7904 [See 7 Del. C. § 7902(a)(7) and (b)(2)]; or
- 3. It is required on an annual basis as the applicant or applicant company has been found guilty, pled guilty or no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment as defined in 7 Del. C. § 7902(c) [See 7 Del. C. § 7902(a)(7) and (b)(2)].

|  |   |
|--|---|
| APPLICANT OR<br>APPLICANT COMPANY'S NAME<br>OR<br>COMPANY'S NAME FILING<br>STATEMENT | Magnus Environmental Corporation  |
| DATE OF APPLICATION<br>OR<br>DATE OF STATEMENT                                       |   |
| PERMIT(S) BEING APPLIED FOR<br>OR<br>STATEMENT FOR FILING<br>STATUSES 2 OR 3         | <input type="checkbox"/> Permit<br>Type(s) Resource Recovery Facility Permit<br><br><input type="checkbox"/> Statement for filing Statuses 2 or 3—If filing under these statuses, attach a statement of the date of designation as Chronic Violator or the date of Conviction/Plea. |
| OTHER DNREC PERMITS HELD   | <input type="checkbox"/> N/A – No other permits held with DNREC<br><br><input type="checkbox"/> List of all DNREC permits currently held with dates of issuance and expiration attached.  |

## ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT

**Please note:** Companies filing statements pursuant to Chapter 79 have the right to identify information to be afforded confidential status pursuant to 7 Del. C. § 7903(b) and the requirements set forth in Section 6, "Requests for Confidentiality" of the DNREC *Freedom of Information Act Regulation*.

PROVIDING ALL OF THE INFORMATION REQUESTED IN THIS FORM SATISFIES THE REQUIREMENTS OF 7 DEL. C. CHAPTER 79 ("ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT") UNLESS THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL ("DNREC") OR THE DELAWARE DEPARTMENT OF JUSTICE DETERMINES THAT ADDITIONAL SUBMISSIONS ARE NECESSARY. FAILURE TO PROVIDE THE INFORMATION REQUESTED OR PROVIDING ERRONEOUS INFORMATION IS GROUNDS FOR DENYING OR REVOKING AN ENVIRONMENTAL PERMIT/APPROVAL/LICENSE, AND FOR CIVIL AND/OR CRIMINAL PENALTIES.

A. (Authority - 7 Del. C. § 7902(a)(1&2) & § 7905) Attach a complete list (full names) of all current members of the applicant company's board of directors, all current corporate officers, all persons owning more than 20% of the applicant's stock or other resources, all subsidiary/affiliated companies with type of business performed, street addresses, all parent companies with addresses, all companies with which the applicant's company shares two or more members of the board of directors, and the name(s) of the person(s) serving as the applicant's local chief operating officer(s) with respect to each facility covered by the permit in question or for the statement required for filing Statuses 2 or 3. [Note: For companies that do not have a *facility* located in Delaware, no listing for the local chief operating officer(s) is required].

- Information attached
- Information attached, except for local chief operating officer as there is no facility located in the State of Delaware.

B. (Authority - 7 Del. C. § 7905) Please check one of the following selections below, showing type of ownership for the applicant or applicant/statement company:

- Proprietorship List the state, county, book record and page number where the certificate is found (Attach hereto).
- Partnership List the state, county, book record and page number where the certificate is found (Attach hereto).
- Corporation (LLCs included) List the city, state, date of incorporation, corporation file number, current corporate standing, registered agent, and address of the registered agent (Attach hereto).
- Municipality
- Public Institution/  
Government Agency
- Other \_\_\_\_\_

C. (Authority - 7 Del. C. § 7902(a)(3) & § 7905) Have any of the following been issued to or agreed to by the applicant or applicant/statement company, any employee, person, entity, or subsidiary/affiliated company, specified in response to Item A, for violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred, during the five years prior to the date of this application/statement

| OFFENSE   | YES                                 | NO                                  |
|---|-------------------------------------|-------------------------------------|
| Notice of Violation(s)                              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Administrative Order(s)                             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Administrative Penalty(ies)                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Civil Action(s)                                     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Civil Penalty(ies)                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Civil and/or Administrative Settlement Agreement(s) | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Permit/License/Approval Revocation                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Arrest(s)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Conviction(s)                                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Criminal Penalty(ies)                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Criminal Plea Bargain                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

See Below

An NOV was issued on January 8, 2026 due to incorrect verbiage on the Letter of Credit for the financial guarantee.  
 The verbiage was corrected and resubmitted to DNREC on January 14, 2026.  
 DNREC confirmed our Return to Compliance on January 16, 2026.

**D. (Authority - 7 Del. C. § 7902(a)(3), (a)(4) & § 7905)** If you answered “yes” to any of the actions listed in Item C above for the applicant or applicant company or any other person identified in Item A, attach a description of the incidents or events leading to the issuance of each action, regardless of the state in which it occurred, for the 5 years prior to the date of the statement, and the disposition of each action, what state the action/offense occurred in, and any actions that have been taken to correct the violations that led to such enforcement action.

- N/A  
 Information attached

**E. (Authority - 7 Del. C. § 7902(a)(5) & § 7905)** Attach a description of any felony or other criminal conviction for a crime involving harm to the environment or violation of environmental standards of any person or entity identified in Item A above that resulted in a fine greater than \$1,000 or a sentence longer than 7 days, regardless of whether such fine or sentence was suspended.

- N/A  
 Description attached

**F. (Authority - 7 Del. C. § 7902(a)(6) & § 7905)** Attach copies of any and all settlements of environmental claims involving the applicant, associated with actions identified in response to Item D above, whether or not such settlements were based on agreements where the applicant did not admit liability for the action.

- N/A  
 Information attached

**Items for Filing Statuses 2 or 3 Only**

**G. (Authority - 7 Del. C. § 7902(a)(7) and § 7905)** If the applicant or applicant/statement company has been found guilty, pled guilty or no contest, to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment attach a summary of the events involved and a copy of the disposition of the action (See 7 Del. C. § 7902(c) for definitions of "serious physical injury" or "serious harm to the environment" before answering this question.)

N/A

Yes – Information Attached.

**H. (Authority - 7 Del. C. § 7902(a)(8))** – If the applicant or applicant/statement company has been designated a chronic violator under 7 Del. C. § 7904, a detailed written report from an independent inspector who has inspected the applicant's premises for the purpose of detecting potential safety and environmental hazards to employees and the surrounding community. The Secretary may waive the duty to submit a detailed written report upon a showing of good cause by the applicant. A showing by the applicant that the acts which caused it to be designated as a chronic violator did not jeopardize public health shall constitute "good cause" under this paragraph.

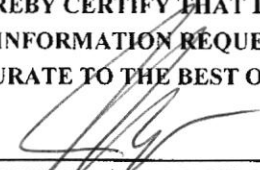
**I. (Authority - 7 Del. C. § 7902(a)(7))** – If the applicant or applicant/statement company has been designated a chronic violation under § 7904 of this Title, ***OR*** has been found guilty or pled no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment, a statement made under oath by the applicant or applicant/statement company's local chief operating officer with respect to the facilities covered by the permit, stating that: (a) disclosures made by the applicant/reporting company under federal and state environmental statutes and regulations during the preceding calendar year have been, to the chief operating officer's knowledge, complete and accurate, and (b) that the facility has implemented policies, programs, procedures, standards or systems reasonably designated, in light of the size, scope, and nature of facility operations to detect and promptly correct any noncompliance with state environmental statutes and regulations. The statement filed pursuant to this paragraph shall include an acknowledgement by the affiant that intentionally false statements submitted in compliance with this paragraph constitute criminal perjury as defined at 11 Del. C. §§1221-1222.

STATE OF DELAWARE – DEPT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL  
ENVIRONMENTAL PERMIT BACKGROUND STATEMENT

CERTIFICATION

I HEREBY CERTIFY THAT I HAVE READ THE PRECEEDING SUBMISSION, HAVE PROVIDED ALL OF THE INFORMATION REQUESTED, AND THAT ALL OF THE INFORMATION PROVIDED IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

February 18, 2026  
DATE: \_\_\_\_\_

  
SIGNATURE—APPLICANT OR  
OFFICER OF APPLICANT / STATEMENT COMPANY

NAME: John B. Matteo

TITLE: President/Secretary

COMPANY  
NAME: Magnus Environmental Corporation

ADDRESS: 220 Marsh Lane  
New Castle, Delaware 19720

TELEPHONE: 302.655.4443

FAX NUMBER: 302.655.6202

REGISTERED  
AGENT NAME: N/A

ADDRESS: \_\_\_\_\_


TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 19 DAY OF  
February, 2026.

**SEAN CARUTHERS**  
Notary Public, State of New Jersey  
Comm. # 50236614  
My Commission Expires 08/13/2030

  
NOTARY PUBLIC SIGNATURE (SEAL)

Sean Caruthers  
PRINTED NAME OF NOTARY PUBLIC

New Jersey - Camden  
STATE / COUNTY

MY COMMISSION EXPIRES ON: 8.13.2030

## Ownership of Magnus Environmental Corporation

| <b>Name</b>        | <b>%<br/>Owned</b> | <b>Position</b> | <b>Address</b>                                  |
|--------------------|--------------------|-----------------|---|
| John Matteo        | 25                 | President       | 1405 Chews Landing Rd. Laurel Springs, NJ 08021 |
| George Matteo, Jr. | 25                 | Vice President  | 305 Cassatt Rd, Berwyn, PA 19312                |
| Christopher Matteo | 25                 | Director        | 309 Creek Stone Dr, Lake St. Louis, MO 63367    |
| Gregory J. Matteo  | 25                 | Director        | 142 Sarazen Dr, Moorestown, NJ 08057            |

City of Incorporation: Wilimington

State of Incorporation: Delaware

Date of Incorporation: 1995

Corporation File Number: 51-0366963

No Registered Agent

No Parent Companies/Subsidiaries