

VITAL RECORDS CONTROL, LLC RECYCLING CENTER PERMIT APPLICATION



**VITAL RECORDS CONTROL, LLC
3830 EAST CRAIG ROAD, NORTH LAS VEGAS, NV 89030**

**RECYCLING CENTER
PERMIT APPLICATION**

**VITAL RECORDS CONTROL, LLC
3830 WEST CRAIG ROAD
NORTH LAS VEGAS, NEVADA 89030**

Vital Records Control, LLC

April 5, 2024

Permit Application
April 2024

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Vital Records Control, LLC Recycling Center

Application Submittal List
For a Permit to Operate a Solid Waste Management Facility
[New or Modification]

Effective September 1, 2022

Part 1 (Page 1)

- SNHD Application
- Land Use approval¹
- Property Deed or Lease Agreement
- Zoning Maps
- Site Photographs

Part 2 (Page 36)

- Design Report, as required by the applicable SWMA Regulation(s), for the type of facility being applied for
- Operating Plan, as required by the applicable SWMA Regulation(s), for the type of facility being applied for
- Closure Statement, submitted on SNHD Closure Statement Form
- Cost Estimate, submitted on SNHD Cost Estimate Form
- All Plans, as required by the applicable SWMA Regulation(s), for the type of facility being applied for
- Stand Alone Equipment List
- Financial Assurance Mechanism

Part 3 (Page 76)

- Business License Application or license
- Business Entity Approval
- Certificate of Occupancy [unless an existing facility with no changes that require the certificate of occupancy be revised]
- Air Quality Approval/Permits, or exemption letter for all outdoor operations and facilities with applicable indoor operations.
- Fire Control Approvals/Permits
- Discharge Approvals/Permits [sewage, stormwater, industrial, etc.], as applicable to facility operations
- Stormwater Pollution Prevention Plan (SWPPP) unless the facility's processing and operations are fully indoors.
- Spill Prevention, Control and Countermeasures (SPCC) Plan, as applicable to facility's processing and operations.
- NvOSHA compliant Site Safety Plan [when the facility has a special process (such as catalytic converter recycling, etc.)]
- Any other site-specific approvals/permits not listed that are required for the process/operation being applied for.

Part 1



APPLICATION FORM FOR PERMIT/PERMIT MODIFICATIONS TO OPERATE A SOLID WASTE MANAGEMENT FACILITY

For SNHD Use Only

CONTROL/PERMIT NUMBER: _____

New Permit
 Waiver/Variance

Revision - Major Modification
 Revision - Minor Modification

1. Type of Solid Waste Management Facility

- | | | |
|--|---|--|
| <input type="checkbox"/> Class I Disposal Site | <input type="checkbox"/> Class II Disposal Site | <input type="checkbox"/> Class III Disposal Site |
| <input type="checkbox"/> Compost Plant | <input type="checkbox"/> Materials Recovery Facility | <input type="checkbox"/> Medical Waste Management Facility |
| <input checked="" type="checkbox"/> Recycling Center | <input type="checkbox"/> Solid Waste Storage Bin Facility | <input type="checkbox"/> Transfer Station |
| <input type="checkbox"/> Waste Grease Facility | <input type="checkbox"/> Waste Tire Management Facility | <input type="checkbox"/> Waste to Energy/Fuel Facility |

2. Name of Facility	Vital Records Control, LLC		
Fictitious Firm Name (dba)	Vital Records Control, LLC		
Facility Address	<i>Street Address</i> 3830 East Craig Road	<i>City, State, Zip</i> North Las Vegas, Nevada 89030	
	<i>Telephone Number</i> [REDACTED]	<i>Emergency Telephone Number</i> [REDACTED]	
	<i>Jurisdiction</i> North Las Vegas	<i>Zoning Classification (e.g. M-1, M-2, etc)</i> General Industrial (M-2)	
	<i>Parcel Number (s)</i> 140-06-210-041		
Mailing Address	<i>Street Address/PO Box</i> 3830 East Craig Road	<i>City, State, Zip</i> North Las Vegas, Nevada 89030	
Contact Information	<i>Name</i> Mr. Frank Reed		
	<i>Phone Number</i> [REDACTED]	<i>Email Address</i> [REDACTED]	
3. Name of Facility/ Business Owner (Legal)	<i>ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial</i> Vital Records Control, LLC		
Mailing Address	<i>Street Address</i> 3833 Octagon Road	<i>City, State, Zip</i> North Las Vegas, Nevada 89030	
Telephone Number(s)	<i>Telephone Number</i> [REDACTED]	<i>Fax Number</i> [REDACTED]	
4. Name of Facility/ Business Operator	<i>ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial</i> Vital Records Control, LLC		
Address	<i>Street Address</i> 3833 Octagon Road	<i>City, State, Zip</i> North Las Vegas, Nevada 89030	
Telephone Number(s)	<i>Telephone Number</i> [REDACTED]	<i>Emergency Telephone Number</i> [REDACTED]	
5. Facility Design Parameters	<i>Inside Area (Sq. Ft):</i>	<i>Storage Capacity (cubic yards)</i>	<i>Processing Capacity (i.e. cubic yds/day; tons/day)</i>
	Total Area (Sq. Ft): 3,969 SF	3,675 CY	6 tons/day

MODIFICATION DESCRIPTION: _____

6. Solid Waste Types Proposed for Acceptance Complete and attach the SOLID WASTE TYPES PROPOSED FOR ACCEPTANCE form			
7. Facility Operations	<i>Hours of Operations</i> 08:00 am - 4:00 pm		<i>Days of Operation</i> Monday - Friday
Open to the Public <i>(If no, type N/A)</i>	<i>Hours of Operations</i> N/A		<i>Days of Operation</i> N/A
8. Name of Property Owner	<i>Is Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial</i> ATAAP Company, LLC		
Telephone Number(s)	[REDACTED]		
Address	<i>Street Address</i> 1095 Standard Street	<i>City, State, Zip</i> Reno, Nevada 89506-6663	
9. Professional Engineer or Consultant	<i>Last Name</i> Cook	<i>First Name</i> Orion	<i>Middle Initial</i> B
License Number/Engineer Discipline (if applicable)	21253 - CIVIL		
Firm Name	Converse Consultants		
Telephone Number(s)	[REDACTED]	<i>Cell Phone Number</i>	
Address	<i>Street Address</i> 2738 West College Avenue	<i>City, State, Zip</i> State College, PA 16801	
Email Address	[REDACTED]		
<i>This application form and supporting documents, as required by the current version of the Application Guide for this facility type, are hereby submitted to SNHD to apply for a permit to operate or modify a solid waste management facility. We understand that receipt of this application does not constitute an approval to operate or modify the facility. We understand that this application must be approved by SNHD and a permit issued before the operation or modification of the facility. We certify that the Report of Design supports the Report of Operating Plan. We certify that, to the best of our knowledge, the information provided on this application and submitted with this application in the supporting documents is complete and accurate and complies with the requirements specified in the current version of the Application Guide for this facility type and the Solid Waste Management Authority Regulations for this type of Solid Waste Management Facility.</i>			
10. Certifications			
	Signature of Applicant Agent (facility owner or operator)	[REDACTED]	
	Printed name of Applicant Agent (facility owner or operator)	Mr. Frank Reed	
	Title of Applicant Agent (facility owner or operator)	Vice-President - Southwest Region	
	Telephone Number	[REDACTED]	
	Date of Signing	4/1/2024	

SOLID WASTE TYPES PROPOSED FOR ACCEPTANCE
Solid Waste Categories and Types
 (Check all that apply)

- Paper (All Types)
- Carboard
- Plastic (All Types)
- Glass (All Types)
- Textiles

Metals

- Ferrous Scrap Metals
- Non-Ferrous Scrap Metals
- Other (Specify) _____

Organic Material

- Green Waste
- Food Waste
- BioSolids
- Restaurant Grease
- Rendered Animal Matter
- Manure
- Other (Specify) _____

Construction & Demolition Debris (C&D)

- Asphalt
- Concrete
- Carpet
- Carpet Padding
- Drywall
- Wood
- Other (Specify) _____

Special Waste

- Waste Tires
- Paint
- Fluorescent Lamps
- Household Hazardous Waste
- Other (Specify) _____

Universal Wastes

- Lead-Acid Batteries (automotive)
- Mercury Devices & Waste
- Lithium Batteries
- Fluorescent Lamps/Bulbs
- Other (Specify) _____

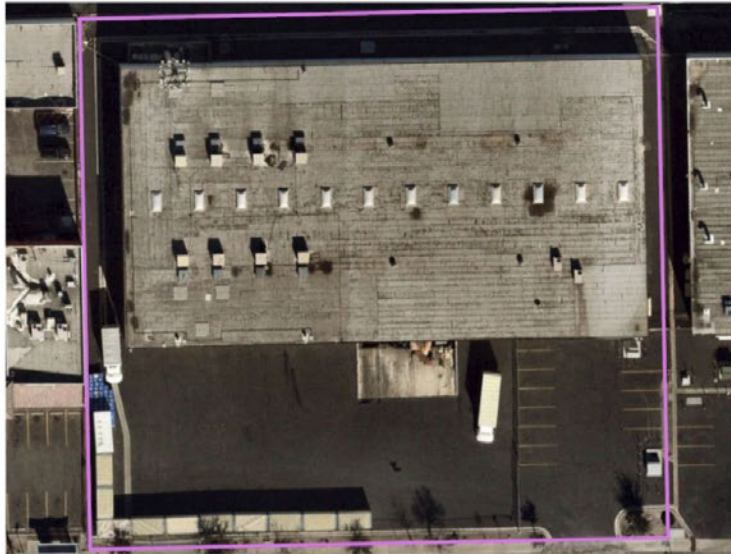
E-Wastes

- Batteries (alkaline & rechargeable)
- Computers
- Cell Phones
- CRTs
- Televisions (Plasma, LED, LCD)
- Other (Specify) _____

Other (Specify)

- _____
- _____
- _____
- _____
- _____
- _____
- _____

Land Use Maps



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 03/05/2024

Property Information

Parcel: 14006210041
Owner Name(s): AT A A P COMPANY L L C
Site Address: 3830 E CRAIG RD
Jurisdiction: North Las Vegas - 89030
Zoning Classification: General Industrial (M-2)
Planned Landuse: Incorporated Clark County (INCRP)

Misc Information

Subdivision Name: NELLIS INDST PARK UNIT #1
Lot Block: Lot:7 Block:6
Sale Date: Not Available
Sale Price: Not Available
Recorded Doc Number: 19891208 00000746
Flight Date: 2024-02-03
Construction Year: 1990
T-R-S: 20-62-6
Census tract: 6001
Estimated Lot Size: 1.56

Elected Officials

Commission:	B - Marilyn Kirkpatrick (D)	City Ward:	1 - Isaac E. Barron
US Senate:	Jacky Rosen, Catherine Cortez-Masto	US Congress:	4 - Steven A. Horsford (D)
State Senate:	1 - Patricia Spearman (D)	State Assembly:	17 - Clara "Claire" Thomas (D)
School District:	B - Katie Williams	University Regent:	1 - Laura E. Perkins
Board of Education:	4 - Rene Cantu	Minor Civil Division:	North Las Vegas

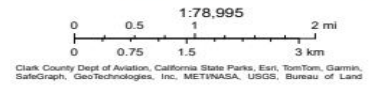


Letter ANSI A Landscape



2/29/2024

- CCRFCDC Current Open Projects
- Conveyances (RFCD)
- COM
- CON
- PRO Basins (RFCD)
- TN1
- TN2
- COM
- PRO
- TN2
- Major Streets





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 Date Created: 02/29/2024

Property Information

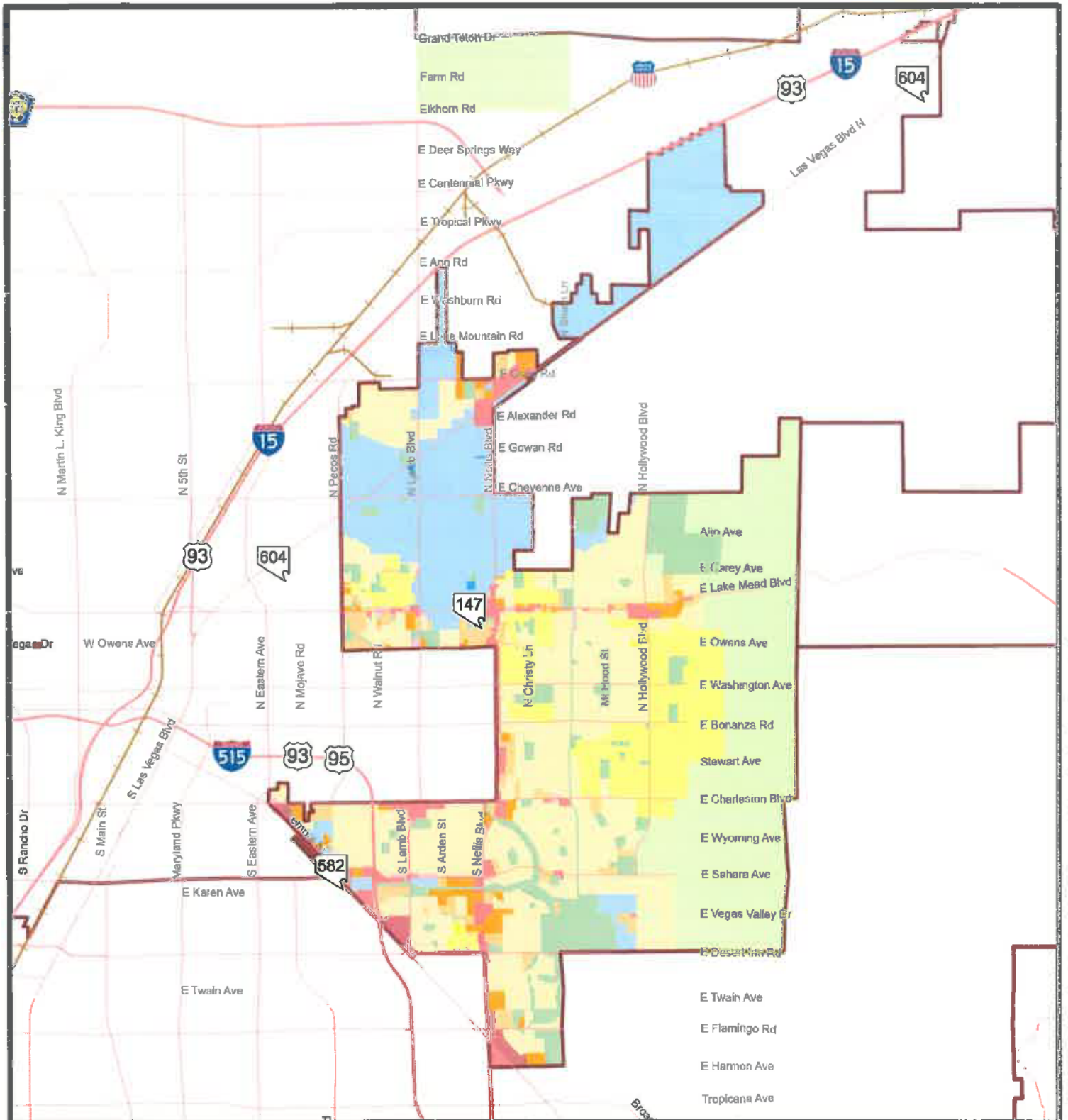
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Sunrise Manor - Planned Land Use

Neighborhoods

- Outlying Neighborhood (ON)
- Edge Neighborhood (EN)
- Ranch Estate Neighborhood (RN)
- Low-Intensity Suburban Neighborhood (LN)
- Mid-Intensity Suburban Neighborhood (MIN)
- Compact Neighborhood (CN)
- Urban Neighborhood (UN)

Employment

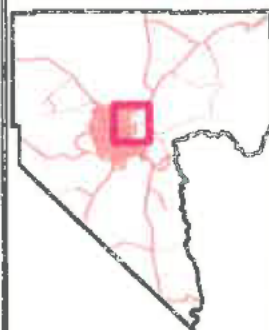
- Business Employment (BE)
- Industrial Employment (IE)

Commercial and Mixed Use

- Neighborhood Commercial (NC)
- Corridor Mixed-Use (CM)
- Entertainment Mixed-Use (EM)

Other

- Agriculture (AG)
- Open Lands (OL)
- Public Use (PU)
- Major Projects (MP)
- Planning Areas



0 0.75 1.5 3

Miles

Date Adopted: November 17, 2021

Date Amended: January 11, 2024



CLARK COUNTY
COMPREHENSIVE PLANNING

Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective as of the October 19, 2020, between ATAAP CO, a Nevada LLC, ("Landlord"), and the Tenant named below.

Tenant: VRC Companies, LLC, (Tenant)

Address and Telephone 868 Mt. Moriah
Memphis, Tennessee 38117
Attention: Danny Palo
Email: [REDACTED]

Premises: 3830 E. Craig Rd., N Las Vegas, NV

Project: Real property having the address 3830 E. Craig Rd. consisting of approximately 2 acres of land, which is improved with a 32,156 sq. ft. commercial building described below.

Building: The commercial building located at the Project consisting of 32,156 sq. ft. square feet of warehouse space, approx. 3,865 sq. ft. of office space, in addition, access to the 3,600sq. ft. mezzanine above an office that is not included in this lease

Tenant's Proportionate Share: 89% of total facility. 28,556 square feet, including 265 office/, 3,600 sq. ft. mezzanine over the office not included in the lease.

Lease Term: 7 years or 84 months

Monthly Base Rent per sq.ft. 28,556,000 sq. ft. at \$.43 per sq. ft.
Years: 1-3: [REDACTED]
Year 4: [REDACTED]
Year 5: [REDACTED]
Year 6: [REDACTED]
Year 7: [REDACTED]

CAM 89% of applicable Insurance, Taxes. In addition, all normal operating expenses to be paid for by tenant including, but not limited to Fire Suppression inspection and Monitoring, utilities, Yard Maintenance, normal building/roof maintenance, water. These expenses have recently been costing approximately [REDACTED] per sq. ft. These expenses will be audited annually and adjusted each year to reflect the actual costs associated with the CAM. There is only one water meter on the property and VRC will be responsible for it's proportionate share.

Security Deposit: One month's Base Rent

Brokers: N/A

Exhibits: A. facility drawing

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes

from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Tenant shall accept the Premises in its condition as of the earlier of the Commencement Date or the date tenant takes possession of the Premises, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Except as provided in Paragraph 10, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. Landlord verifies, that as of the Commencement Date, all systems, electrical, plumbing, lighting, docks, doors, etc. are in good working order.

3. **Use.** The Premises shall be used for the conduct of a business providing, records management services, related services, and document shredding. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Project. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all applicable laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements").

4. **Net Rent**

Lease commencement date of October 19, 2020. Tenant shall pay Net Rent in the amount of:

Years: 1-3: [REDACTED] Year 4: [REDACTED] Year 5: [REDACTED] Year 6: [REDACTED]
Year 7: [REDACTED]

5. **Operating Expense Payments.**

(a) Tenant shall pay 58% of expenses of the Project ("Operating Expenses"), which includes current reasonable and customary expenses associated with the Project including: 58% of applicable insurance, taxes, all normal operating expenses to be paid for by tenant including, but not limited to Fire Suppression inspection and Monitoring, utilities, Yard Maintenance, normal building/roof maintenance, water. Acceptance of a payment which is less than the amount then due shall not be a waiver of Landlord's rights to the balance of such amount due, regardless of Landlord's endorsement of any check so stating. If Tenant is delinquent in any monthly installment of Base Rent or of Operating Expenses beyond 10 days after the due date thereof, and after notice as provided below, Tenant shall pay to Landlord on demand a late charge equal to five percent (5%) of such delinquent sum. Tenant shall not be obligated to pay the late charge until Landlord has given Tenant 5 days written notice of the delinquent payment (which may be given at any time during the delinquency); provided, however, that such notice shall not be required more than twice in any 12-month period. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty or as limiting Landlord's remedies in any manner.

6. **Utilities.** Tenant shall be solely responsible for and promptly pay the appropriate utility company directly for all gas, heat, electrical, telephone, fire suppression and monitoring and other utilities and services supplied to the Premises for which there is a separate meter or sub meter, to the Premises. Tenant shall be solely responsible for obtaining and paying for burglar alarm monitoring if it chooses to do so.

7. **Taxes.** Landlord shall pay 58% of real estate taxes, assessments and governmental charges (collectively referred to as "Taxes") that accrue against the Project during the Lease Term, which shall be included as part of the Operating Expenses charged to Tenant, as described above. Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens thereof. In no event shall Tenant be liable for any net income taxes imposed on Landlord unless such net income taxes are in substitution for any Taxes payable hereunder. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be

liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

8. **Insurance.** Landlord shall maintain all risk property insurance covering the full replacement cost of the Building, and commercial liability insurance. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, rent loss insurance. All such insurance shall be included as part of the Operating Expenses charged to Tenant. The Project or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Project or Building will be determined by Landlord based upon the insurer's cost calculations).

Tenant, at its expense, shall maintain during the Lease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; worker's compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial liability insurance, with a minimum limit of [REDACTED] per occurrence for property damage, personal injuries, or deaths of persons occurring in or about the Premises. The commercial liability insurance shall name Landlord as an additional insured to the extent of Tenant's indemnification obligations under this Lease, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Landlord to the extent of Tenant's indemnification obligations under this Lease (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Such certificates thereof shall be delivered to Landlord by Tenant upon commencement of the Lease Term and upon each renewal of said insurance. The coverage with respect to any party named as an additional insured shall be subject to the following limitations: (i) each such additional insured is named as an additional insured only to the extent of Tenant's insurable liability under the indemnity provisions of this Lease; and (ii) the additional insured coverage is further limited to claims arising out of Tenant's sole negligence and specifically excludes coverage for the additional insured's separate, independent, or comparative negligence; and (iii) the additional insured coverage shall not apply with regard to claims made by any insured or additional insured under the policy against any other insured or additional insured under such policy.

The all-risk property insurance obtained by Landlord and Tenant shall include a waiver by the insurers of subrogation and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and business interruption losses sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the Project from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

9. **Repairs Paid For by Landlord.** Landlord shall maintain, at its expense, the structure of the Building and Project, including the roof, roof membrane, roof insulation, deck, drains, gutters, down spouts, foundation, floor slab, load bearing walls, underground sanitary sewer to street connection, and underground storm drainage to street connection. The term "walls" as used in this Paragraph 10 shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, dock bumpers, dock plates or levelers, or office entries. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Paragraph 10, after which Landlord shall have a reasonable opportunity to repair.

10. **Repairs Paid For by Tenant.** (a) Landlord, as part of the Operating Expenses as provided in Paragraph 5, shall maintain in good repair and condition the parking areas and other common areas of the Building and the Project, including, but not limited to driveways, alleys, landscape and grounds surrounding the Premises. Subject to Landlord's obligations in Paragraphs 2 and 9. Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises and all areas, improvements and systems exclusively serving the Premises including, without limitation, dock and loading areas, truck doors, plumbing, water and sewer lines up to

points of common connection, fire sprinklers and fire protection systems, entries, doors, ceilings, windows, interior walls, and the interior side of demising walls, and heating, ventilation and air conditioning systems, roof leaks associated with roof penetration sealants. Such repair and replacements include repairs whose benefit may extend beyond the Term. Heating, ventilation and air conditioning systems and other mechanical and building systems serving only the Premises shall be maintained at Tenant's expense pursuant to maintenance service contracts entered into by Tenant. The scope of services and contractors under such maintenance contracts shall be reasonably approved by Landlord. If Tenant fails to perform any repair or replacement for which it is responsible within 10 days following written notice from Landlord to Tenant of such failure, Landlord may perform such work and be reimbursed by Tenant within 10 days after demand therefor. Subject to Paragraphs 9 and 15, Tenant shall bear the full cost of any repair or replacement to any part of the Building or Project that results from damage caused by Tenant, its agents, contractors, or invitees.

(b) Notwithstanding anything contained herein to the contrary, and without relieving Tenant of liability resulting from Tenant's failure to exercise and perform good maintenance practices, if any of the (i) HVAC equipment serving only the Premises, (ii) fire extinguishing systems within the Premises, including fire alarm and/or smoke detection, (iii) driveways and parking lots within the Premises; and (iv) basic utility feed to the Premises (collectively "Basic Elements") cannot be repaired other than at a cost which is in excess of fifty percent (50%) of the cost of replacing such Basic Elements, then such Basic Elements shall be replaced by Landlord, and the cost thereof shall be prorated between Landlord and Tenant, and Tenant shall only be obligated to pay, each month during the remainder of the Term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is the number of months of the useful life of such replacement as such useful life is specified pursuant to Federal income tax regulations or guidelines for depreciation thereof (including interest on the unamortized balance as is then commercially reasonable in the judgment of Landlord's accountants), with Tenant reserving the right to prepay its obligation at any time.

11. **Tenant-Made Alterations and Trade Fixtures.** Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations"), which are interior, non-structural Tenant-Made Alterations, the cost of which exceeds [REDACTED] in any one year, shall be subject to Landlord's prior written consent, not to be unreasonably withheld, delayed or conditioned provided that such alteration does not materially affect the structure or the roof of the Building, modify the exterior of the Building, or modify the utility or mechanical systems of the Project. Tenant shall not perform structural Tenant-Made Alterations without Landlord's prior written consent, not to be unreasonably withheld, delayed or conditioned. Tenant shall cause, at its expense, all Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations. All Tenant-Made Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Tenant-Made Alterations shall be submitted to Landlord for its approval. Landlord may monitor construction of the Tenant-Made Alterations. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Upon completion of any Tenant-Made Alterations, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations and final lien waivers from all such contractors and subcontractors. Upon surrender of the Premises, all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal at Tenant's expense of any Tenant-Made Alterations, or Landlord and Tenant have otherwise agreed in writing in connection with Landlord's consent to any Tenant-Made Alterations. Upon Tenant's written request, Landlord shall provide Tenant, at the time of Tenant's request for approval of Tenant-Made Alterations, a list of which Tenant-Made Alterations Landlord will require Tenant to remove upon surrender of the Premises. Tenant shall repair any damage caused by such removal. Notwithstanding the language above, Tenant shall have the right to perform interior, non-structural Tenant-Made Alterations, the cost of which does not exceed [REDACTED] in any one year, without obtaining Landlord's prior written consent, by providing a written notice of such Tenant-Made Alterations to Landlord containing sufficient and complete information regarding such Tenant-Made Alterations, provided that such alteration does not materially

affect the structure or the roof of the Building, modify the exterior of the Building, or modify the utility or mechanical systems of the Building.

Tenant, at its own cost and expense and without Landlord's prior approval, may erect such shelves, bins, machinery and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Landlord's requirements set forth above. Upon expiration of this Lease, Tenant shall remove its Trade Fixtures and shall repair any damage caused by such removal.

12. **Signs.** Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Landlord hereby consents to the exterior lights, signs, window or door lettering, placards, decorations, advertising media, blinds, draperies and other window treatments or bars or other security installations which Tenant installed on the exterior of the Premises prior to the date of this Lease. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building fascia surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatments or bars or other security installations visible from outside the Premises to be installed after the date of this Lease shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

13. **Parking.** Tenant shall be entitled to exclusive use of the docks and parking area included the lease as depicted in Exhibit "A".

14. **Restoration.** If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed 6 months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take 6 months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises excluding the improvements installed by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Base Rent and Operating Expenses shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss except as provided herein. Notwithstanding the foregoing, either party may terminate this Lease by written notice to the other party specifying the effective date of termination if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage.

15. **Condemnation.** If any part of the Premises or the Project should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's use of the Premises or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Project, then upon written notice by Landlord this Lease shall terminate and Base Rent shall be apportioned as of said date. If part of the Premises shall be taken, and this Lease is not terminated as provided above, the Base Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses, good will, and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

16. **Assignment and Subletting.** Without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. Notwithstanding the above, Tenant may without the prior written consent of Landlord assign or sublet the Premises, or any part thereof, to any entity controlling Tenant, controlled by Tenant or under common control with Tenant (a "Tenant Affiliate").

Notwithstanding any subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such sublettings).

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

17. **Indemnification.** Subject to the waivers set forth in Paragraph 9, and except for the negligence of Landlord, its agents, employees or contractors, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Project and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Paragraph 18.

Subject to the waivers set forth in Paragraph 9, and except for the negligence of Tenant, its agents, employees or contractors, Landlord agrees to indemnify, defend and hold harmless Tenant, and Tenant's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Project and arising from the wrongful or negligent acts of Landlord, its invitees, contractors, employees or agents in or about the Project. The furnishing of insurance required hereunder shall not be deemed to limit Landlord's obligations under this Paragraph 18.

18. **Inspection and Access.** Upon no less than 48 hours advance notice to Tenant (except in the case of emergency, when no notice is required), Landlord and its agents, representatives, and contractors may enter the Premises, subject to Tenant's reasonable security procedures, at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Upon no less than 24 hours advance notice to Tenant, Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last 6 months of the Lease Term, to prospective tenants. Landlord may erect a suitable sign on or about the Project, but not on the Premises, stating the Premises are available to let or that the Project is available for sale. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

19. **Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises.

20. **Surrender.** Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Paragraphs 15 and 16 excepted. Any Trade Fixtures, Tenant-Made Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of the parties hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises.

21. **Holding Over.** If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord as Base Rent for the holdover period, an amount equal to 125% of the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph 22 shall not be construed as consent for Tenant to retain possession of the Premises.

22. **Events of Default.** Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of ten (10) business days after written notice from Landlord to Tenant that such payment was due; provided, however, that Landlord shall not be obligated to provide written notice of such failure more than 2 times in any consecutive 12-month period, and the failure of Tenant to pay any third or subsequent installment of Base Rent or any other payment required herein when due in any consecutive 12-month period shall constitute an Event of Default by Tenant under this Lease without the requirement of notice or opportunity to cure; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under applicable law.

(ii) Tenant shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) be dissolved or otherwise fail to maintain its legal existence.

(iii) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(iv) Tenant shall vacate the Premises, whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) insure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) insure that the Premises are secured and not subject to vandalism, and (c) insure that the Premises will be properly maintained after such vacation.

(v) Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(vi) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within 30 days after any such lien or encumbrance is filed against the Premises.

(vii) Tenant shall fail to comply with any material provision of this Lease other than those specifically referred to in this Paragraph 23, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Landlord shall have given Tenant written notice of such default; provided, however, that Tenant shall not be in default under the circumstances described in this Subparagraph 23(vii) if Tenant has made diligent efforts to cure such default within the thirty (30) day period described therein, and thereafter proceeds continuously and diligently to cure such default within a commercially reasonable time.

23. **Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

If Landlord terminates this Lease, Landlord may recover from Tenant the sum of: all Base Rent and all other amounts accrued hereunder to the date of such termination; the cost of reletting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Landlord, and costs of removing and storing Tenant's or any other occupant's property, repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; and the excess of the then present value of the Base Rent and other amounts payable by Tenant under this Lease as would otherwise have been required to be paid by Tenant to Landlord during the period following the termination of this Lease measured from the date of such termination to the expiration date stated in this Lease, over the present value of any net amounts which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for such period, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values shall be calculated at a discount rate equal to the 90-day U.S. Treasury bill rate at the date of such termination.

If Landlord terminates Tenant's right of possession (but not this Lease), Landlord may, but shall be under no obligation to, relet the Premises for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant. For the purpose of such reletting Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Landlord deems reasonably necessary or desirable. If the Premises are not relet, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods, plus the cost of recovering possession of the Premises (including attorneys' fees and costs of suit), the unpaid Base Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in any attempt by Landlord to relet the Premises. If the Premises are relet and a sufficient sum shall not be realized from such reletting [after first deducting therefrom, for retention by Landlord, the unpaid Base Rent and other amounts accrued hereunder at the time of reletting, the cost of recovering possession (including attorneys' fees and costs of suit), all of the costs and expense of repairs, changes, alterations, and additions, the expense of such reletting (including without limitation brokerage fees and leasing commissions) and the cost of collection of the rent accruing therefrom] to satisfy the rent provided for in this Lease to be paid, then Tenant shall immediately satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance

with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Project before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's inability to relet the Premises or collect rent due in respect of such reletting.

Landlord hereby waives all liens against Tenant, including statutory liens on Tenant's personal property.

24. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 10 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 10 days, then after such period of time as is reasonably necessary). In the event that Landlord does not cure such default within 10 days after receipt of a notice from Tenant (or such longer period described in the preceding sentence), or if having commenced the cure, Landlord does not diligently pursue it to completion, then Tenant may elect to cure Landlord's breach at Tenant's expense, and offset from rents due hereunder an amount equal to the greater of one month's Base Rent, and to pay an excess of such expense under protest, reserving Tenant's right to reimbursement from Landlord. Tenant shall document the cost of the cure and promptly supply the documentation to Landlord.

All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Project, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord. Landlord's interest in the Project shall be deemed to include: (i) the rents or other income from the Project received by Landlord after Tenant obtains a final judgment against Landlord, (ii) the net proceeds received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Project after Tenant obtains a final judgment against Landlord, (iii) the net proceeds received by Landlord from any condemnation or conveyance in lieu of condemnation of all or any portion of the Project after Tenant obtains a final judgment against Landlord, and (iv) the net proceeds of insurance received by Landlord from any casualty loss of all or any portion of the Project after Tenant obtains a final judgment against Landlord.

25. Intentionally deleted.

26. **Subordination.** (a) Subject to the provisions of Paragraph 27(b), this Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any first mortgage, now existing or hereafter created on or against the Project or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Subject to the provisions of Paragraph 27(b), Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in

that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

Section (b) intentionally deleted

(c) Within the sixty (60) day period after the execution of this Lease, Landlord shall use its commercially reasonable efforts to obtain a non-disturbance agreement from the holder of any pre-existing mortgage which is secured by the Project.

27. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises as a result of the acts of Tenant, and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30 day period.

28. **Estoppel Certificates.** Tenant agrees, from time to time, within 15 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord.

29. **Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in small quantities for ordinary cleaning and office purposes and except for Hazardous Material which is used, stored and/or distributed in Tenant's normal course of business, and subject to the uses as contemplated by Tenant for the Premises, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to applicable Environmental Requirements any Hazardous Materials released on or from the Project by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses, claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 30) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials by Tenant, its agents, employees, contractors, subtenants, assignees or invitees for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph 30 by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. Landlord hereby represents and warrants that Hazardous Materials have never been used, contained or otherwise present in, on, under or about the Premises, the Building, or any other portion of the Project. Landlord shall indemnify, defend, and hold Tenant harmless from and against any and all losses, claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 30) which are brought or recoverable against, or suffered or incurred as a result of any release of Hazardous Materials by Landlord, its other tenants, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Landlord had knowledge of such releases of Hazardous Materials. The obligations of the parties under this Paragraph 30 shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform at its sole cost and expense, inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph 30, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. If such inspections and tests reveal in Landlord's reasonable opinion that Tenant has not complied with any Environmental Requirements, Landlord may require Tenant to conduct inspections and tests, at its sole cost and expense, to be performed by an environmental consultant chosen by Tenant and approved by Landlord, which approval shall not be unreasonably withheld. Tenant shall deliver a copy of the results of such tests or report related thereto within 30 days of receipt. If the results of Tenant's testing reveal that Tenant is not in compliance with applicable Environmental Requirements, Tenant shall immediately commence to remediate such noncompliance to the standards prescribed by the applicable regulatory agency under the Environmental Requirements. If the results of Tenant's testing reveal that Tenant is in compliance with applicable Environmental Requirements, Landlord shall reimburse Tenant for the costs of the inspections and tests within 30 days after receipt of the test results or report.

30. **Security Service.** Tenant acknowledges and agrees that Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

31. **Force Majeure.** Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord ("Force Majeure").

32. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

33. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

34. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by such broker or any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. Landlord represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, and Landlord agrees to indemnify and hold Tenant harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Landlord with regard to this leasing transaction..

35. **Miscellaneous.**

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(b) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by facsimile provided that a copy is also sent via certified mail or overnight courier, or by hand delivery addressed to the parties at their addresses below:

If to Landlord: ATAAP CO., LLC
Timothy A. Puliz - Member
1095 Standard Street
Reno, NV 89506
[REDACTED]

If to Tenant: VRC Companies, LLC
868 Mt. Moriah
Memphis, Tennessee 38117
Attention: Danny Palo
[REDACTED]

Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(d) Either Landlord or Tenant shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The party requesting recordation shall be responsible for payment of any fees applicable thereto.

(e) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(f) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The

captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(h) Any amount not paid by Tenant as due, with respect to scheduled payments (such as Base Rent), or within thirty (30) days following the date on which is was due for non-scheduled payments, shall bear interest from such due date, as to scheduled payments, or the thirty-first (31st) day after it was due as to non-scheduled payments. The interest charged shall be equal to the prime rate reported in the Wall Street Journal as published closest prior to the date when due, but shall not exceed the maximum rate allowed by law.

(i) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Project is located, excluding any principles of conflicts of laws.

(j) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(k) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(m) Except as otherwise provided herein, wherever in this Lease the consent of a party is required to an act by or for the other party, such consent shall not be unreasonably withheld or delayed.

38. **Option to Extend Term.** Tenant shall have (1) one (7) seven year renewal option. The annual rate of each year of each option shall be equal to 101% of the previous year's rate. Tenant will provide Landlord with six (6) months prior written notice. Tenant shall have no right to exercise the Option: (i) during the period commencing with the giving of any notice of default and continuing until said default is cured, (ii) during the period of time any rent is due and unpaid, (iii) during the time Tenant is in breach of this Lease. The Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term Tenant fails to pay rent for a period of thirty (30) days after such rent becomes due.

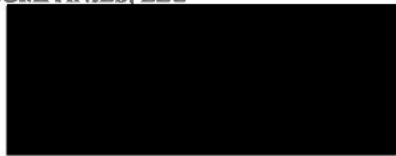
SIGNATURE BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the day and year first above written.

TENANT:

VRC COMPANIES, LLC

By:
Name:

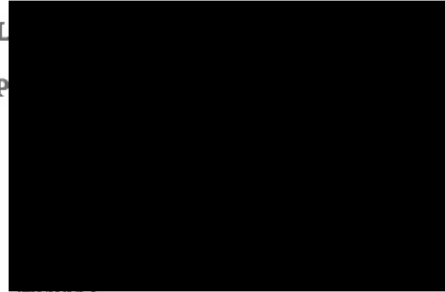


Title: CEO/President

LANDL

ATAAP

By:
Name:



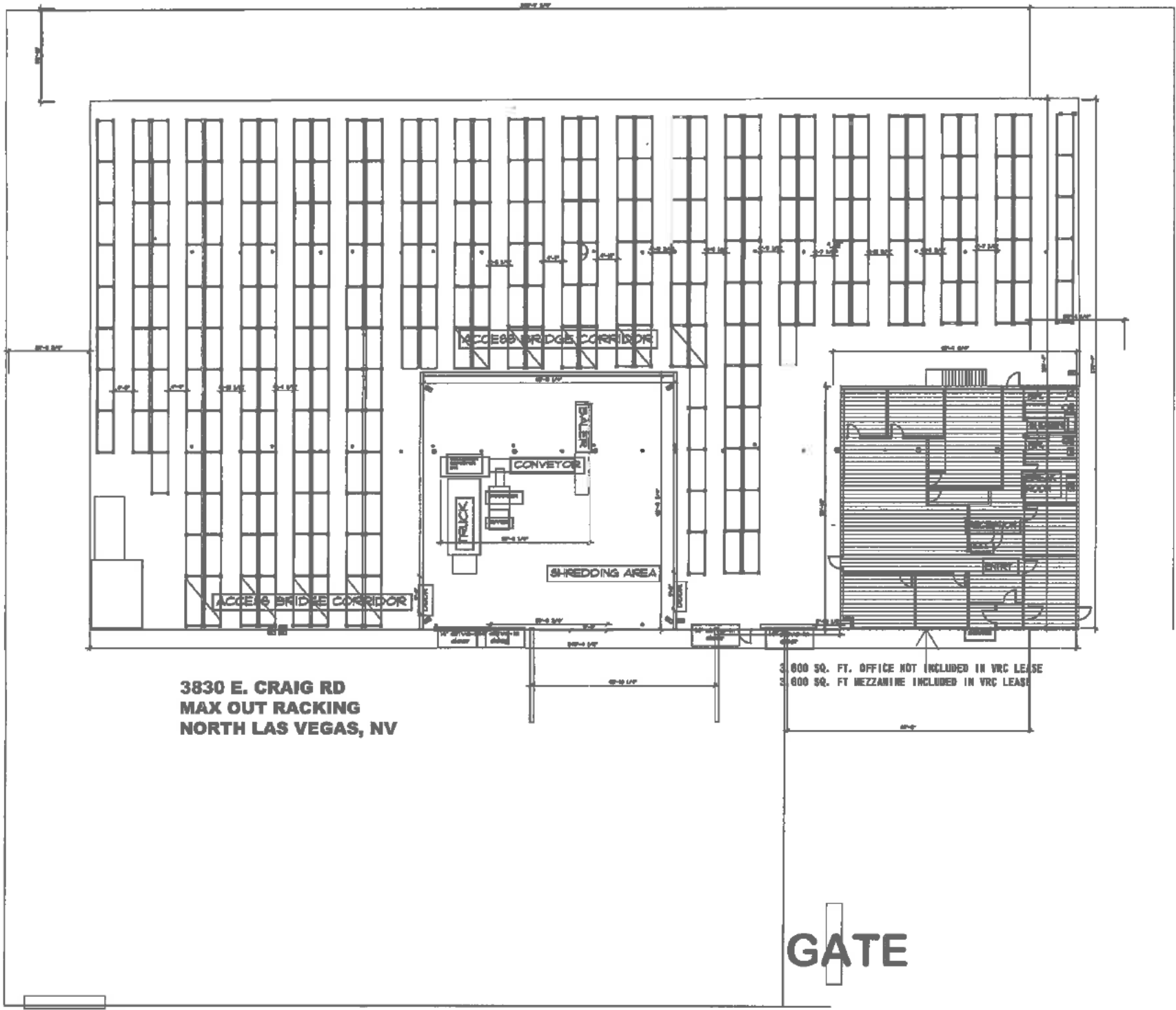
Title: member

EXHIBIT A

SITE PLAN

ATTACHED TO AND A PART OF THE LEASE AGREEMENT
DATED OCTOBER 19, 2020, BETWEEN

ATAAP, LLC
And
VRC COMPANIES, LLC



*Approximate locations of solid waste represented by red pins (📌) in the included assessor's map. PLEASE NOTE: Photos may not represent all solid waste found on parcel.



The MAPS and DATA are provided without warranty of any kind,
expressed or implied.
Date Created: 01/30/2024

Property Information

Parcel:	14006210041
Owner Name(s):	A T A P COMPANY L L C
Site Address:	3830 E CRAIG RD
Jurisdiction:	North Las Vegas - 89030
Zoning Classification:	General Industrial (M-2)
Planned Landuse:	Incorporated Clark County (INCORP)

**Zoning Use
Flood Zone**



The District makes no warranties concerning the accuracy of this data.

This parcel IS NOT in a 100-year flood zone.

Parcel 14006210041

Owner A T A A P COMPANY L L C

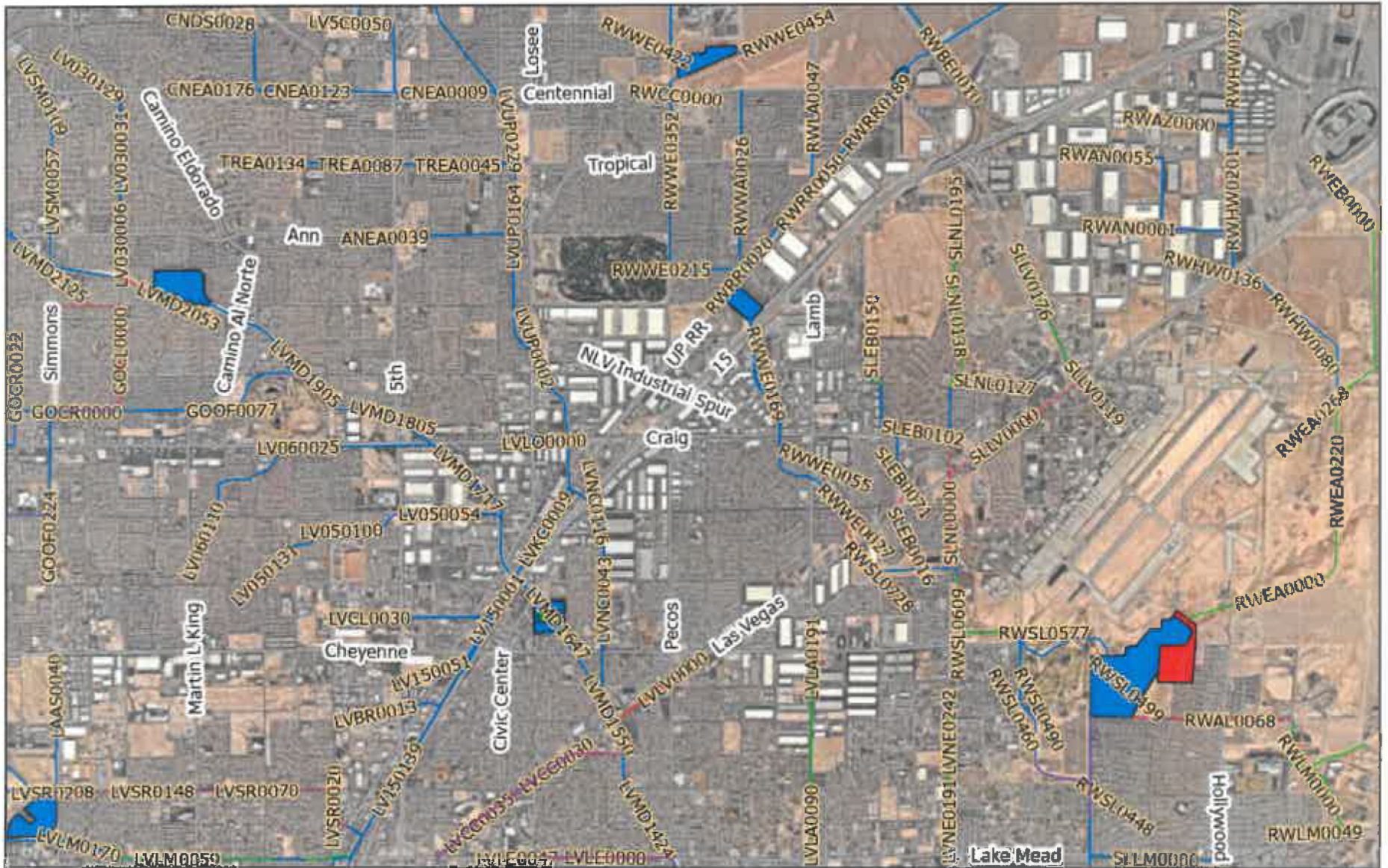
Address 3830 CRAIG

Entity North Las Vegas

Contact [REDACTED]

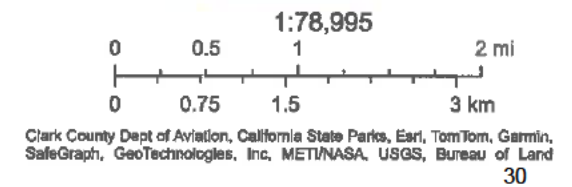
Flood Zone This parcel IS NOT in a 100-year flood zone.

Letter ANSI A Landscape



2/29/2024

- | | | | |
|--------------------------------|-------|-----------------|-----------------|
| — CCRFCD Current Open Projects | — CON | --- TN2 | ■ PRO |
| — Conveyances (RFCD) | — PRO | ■ Basins (RFCD) | ■ TN2 |
| — COM | — TN1 | ■ COM | — Major Streets |









Maps
Aerial Photo
Street View Photo
Facility Photos

Vital Records Control, LLC

Aerial View

Legend

-  3830 E Craig Rd
-  Feature 1
-  Feature 2
-  Pilot Travel Center



Google Earth

Corporate Center
Image Landsat / Earthstar



700 ft

Vital Records Control, LLC

Front View and Only Entrance to the Property

Legend

 3830 E Craig Rd



*Approximate locations of solid waste represented by red pins (📌) in the included assessor's map. PLEASE NOTE: Photos may not represent all solid waste found on parcel.



Photo 1 of 14



Photo 2 of 14



Photo 3 of 14



Photo 4 of 14



Photo 5 of 14



Photo 6 of 14



Photo 7 of 14



Photo 8 of 14

*Approximate locations of solid waste represented by red pins (📌) in the included assessor's map. PLEASE NOTE: Photos may not represent all solid waste found on parcel.



Photo 9 of 14



Photo 10 of 14



Photo 11 of 14



Photo 12 of 14



Photo 13 of 14



Photo 14 of 14

Part 2

Design Report

March 29, 2024

Daniel C. Burns, PE, CEM, REHS
Environmental Health Engineer Manager
Southern Nevada Health District
280 S. Decatur Blvd.
Las Vegas, Nevada 89107

Subject: **REPORT OF DESIGN COVERSHEET**
Vital Records Control, LLC – Permit Application
3830 East Craig Road
North Las Vegas, Nevada 89030
(Converse Project No. 24-43119-01)

Dear Mr. Burns:

The following Design Report dated March 29, 2024, for the Vital Records Control, LLC recycling center, residing at the above referenced address (parcel number 140-06-210-041) was prepared by the initial, undersigned signatory, under my supervision.

If you have any questions or concerns, please feel free to contact us by phone at [REDACTED] or by email [REDACTED] respectively) at your convenience.

Sincerely,

CONVERSE CONSULTANTS

[REDACTED]

Keith B. Houk, CEM
Project Manager

[REDACTED]

Orion B. Cook, PE
Senior Engineer

DESIGN REPORT

SNHD Material Recovery Facility Regulations: Contents of report concerning design.

Section 1. Facility Information

Section 1.1 Owner, operator, and emergency contact:

Vital Records Control, LLC (VRC, LLC) recycling center, will serve the approximate population of southern Nevada which consists of approximately 2.1 million people. The emergency contact will be Frank Reed, reachable on this phone number [REDACTED], during the hours of operation (8 am to 4 pm). Please reference the *Solid Waste Types Proposed for Acceptance* sheet for the waste material types that will be accepted by the facility.

This section must include the following information about the facility:

- 1) The complete name, SNHD control/permit number (if one has been issued by the SNHD), physical address, each parcel number (followed by PTN if the facility will occupy only a portion of the parcel), phone number, and website address (if applicable) of the facility.**

VRC, LLC located at 3830 East Craig Road, North Las Vegas, NV 89030, assessor parcel number 140-06-210-041, phone number [REDACTED], and website address vitalrecordscontrol.com.

- 2) The name, title, company, mailing address, office phone number, and cell phone number of the authorized agent or contact person of (a) the applicant (facility operator or owner) during the permit or modification application process and (b) the permittee after the application is approved and the permit is issued or modified.**

This information has been provided on the Permit Application Form in Part 1.

- 3) The proposed hours and days of operation and, if applicable, the hours and days (including any variations based on the type of waste) the facility will be open to the public, including any exceptions (e.g., holidays). Operations include all waste management activities except storage, from the point of acceptance or recovery at the facility of managed wastes to the point of removal from the facility of managed wastes. The proposed hours and days must be selected to reduce public nuisance caused by in-going and out-going truck traffic and noise. This information must be consistent with any required posted sign.**

This information has been provided on the Permit Application Form in Part 1.

The legal name, fictitious name (if applicable), mailing address, general phone number, and emergency phone number of the facility operator. The emergency phone number must be answered 24 hours a day, 7 days a week.

This information has been provided by the Permit Application Form in Part 1.

- 4) The legal name, fictitious name (if applicable), mailing address, general phone number, and emergency phone number of the facility owner. The emergency phone number must be answered 24 hours a day, 7 days a week.**

This information has been provided by the Permit Application Form in Part 1.

Reference to aerial photographs of the facility with a note indicating the aerial flight date.

An aerial photo of the facility has been provided.

- 5) Reference to street-view photographs (preferably dated) of the facility.**

Google Earth Street-view photographs of the facility entrance have been provided.

- 6) Reference to other photographs, if available, of the facility.**

Additional facility photographs are provided.

- 7) Reference to directions to the facility from the SNHD office located at 280 South Decatur Boulevard, Las Vegas, Nevada 89107.**

Travel directions to the VRC, LLC recycling center from the SNHD office have been provided in Part 3.

This information must be consistent with any required posted sign.

Section 1.2 Public Areas:

This section does not apply to recycling centers.

This section must include provisions (e.g., perimeter fence with mesh screening, landscaping) for screening the facility from the view of members of the public. This requirement may be satisfied by referring to site landscape drawings(s) approved by the local jurisdiction.

The Vital Records Control facility operations will be in an area of the property where it will not be readily observed from the street (all operations conducted inside of the building).

Section 1.3 Facility Capacity:

This section must show the calculation of the storage capacity of the facility for unprocessed wastes and processed wastes, including wastes which have storage quantity

limits and wastes for which limits are specified in the Closure Plan. The storage capacity must be adequate for the anticipated daily quantities of managed wastes listed in this section.

The storage capacity of the facility is the maximum quantity of waste that the facility will store. The unit of storage capacity must be in kilograms or pounds for hazardous waste or cubic yards for other wastes. The storage capacity of the facility must be calculated using the storage capacity of each applicable storage area or equipment. The equipment information must be consistent with the equipment list.

The storage capacities listed in this section must be consistent with the maximum quantities of waste specified in the Closure Plan, and therefore may affect the amount of cost estimates. The storage capacities will be specified on any SNHD Board of Health Permit to Operate a Solid Waste Management Facility that is issued to the facility.

VRC, LLC utilizes a maximum volume of final product that will be stored on-site to be approximately 3,675 cubic yards.

Plans provided indicate the approximate locations for unprocessed and processed materials on the facility footprint.

The processing capacity (maximum processing rate) of the facility must be in cubic yards per day and is typically the processing capacity of the rate determining equipment.

The maximum processing rate of the facility is 4.4 cubic yards per day (6 tons per day). VRC, LLC will process this volume of waste material using the manpower outlined in the Operating Plan and the equipment listed.

Section 1.4 Employees:

This section must refer by document title to plans which are at a scale of not more than 200 feet per inch and are of sufficient detail to show the location of suitable employee facilities (i.e., shelter, drinking water, and restrooms).

Best management provisions, without limitation, include the following requirements: A restroom must include a hand washing sink and may be subject to the Americans with Disabilities Act (ADA). Per the Uniform Plumbing Code (UPC) which is referenced in the SNHD Regulations Governing Individual Sewage Disposal Systems and Liquid Waste management, each plumbing fixture shall be provided with an adequate supply of potable running water and shall be connected to a public sewer, or an individual sewage disposal system (ISDS) also known as a septic tank, permitted by the SNHD.

Suitable employee facilities are provided in the form of a drinking water, bathroom, and office.

Section 2. Facility Control

Section 2.1 Signs:

This section must include a list of signs that will be posted and referred to by document title to plans which are at a scale of not more than 200 feet per inch and are of sufficient detail to show their location.

- 1) An informational sign that includes the name and emergency phone number(s) of the facility operator or owner**

The name of the facility operator and his emergency phone number have been provided on the informational sign.

- 2) An informational sign that indicates (a) the hours and (b) accepted wastes and prohibited wastes.**

Not applicable for this facility, as this facility is not open to the public.

- 3) Directional and speed limit signs.**

Not applicable for this facility.

Section 2.2 Facility Access:

This section must include provisions (e.g., walls, fencing, manned guard stations, access gates) for controlling access to the facility as to time of use and as to those authorized to use the site to prevent unauthorized vehicular traffic and illegal dumping.

To control access at the Vital record Control, LLC facility, it is surrounded by a wire fence. When unoccupied, the facility is secured by a locking chain-link gate to guard against unauthorized entry.

Section 2.3 Traffic Control:

This section must include provisions (e.g., directional signs, speed limit signs) for controlling vehicular traffic. This information must be consistent with any required posted sign.

Not applicable for this facility.

Traffic routes around the facility should be shown in a separate detail showing the routes from the major highways around the facility.

A map which identifies major roads around the facility is also provided in Part 3.

Section 3. Management Areas

This section must specify the elements in SWMA Chapter 2-4.03(A) which include the facility's zoning classification (e.g., M-1) and description (e.g., light manufacturing) and jurisdiction (e.g., the incorporated city of North Las Vegas) and refer to one or more zoning maps in that show zoning within 1-mile of the facility.

The zoning classification for the site is General Industrial (M-2). A copy of the Southern Nevada GIS Openweb Map has been provided.

Section 3.1 Areas of Activities

This section must define the areas of the site(s) that will be occupied and perform the recycling operations.

The recycling center operations will be contained within the building located at 3830 East Craig Road, North Las Vegas, Nevada.

Section 3.2 Anticipated waste types, quantities, and sources

This section must define the solid waste types and quantities.

The recycling center has a storage capacity of 3,675 cubic yards, it will process 6 tons of waste per day, and the following solid waste types will be accepted at the facility:

- Paper.

Please refer to the SNHD Permit Application, the site plan, flow process diagram, the Solid Waste Types Proposed for Acceptance page, and other pertinent documentation contained herein for reference in regard to the waste types, quantities, and sources.

This section must include procedures for determining the reportable quantities For each reportable quantity, the procedures must indicate which measurement method (weight measurement, volume measurement, or estimation) will be used, and where, when, and how the reportable quantity will be determined. Measurements may be made at another facility.

If weight measurement is used, the procedure must explain how weights are determined.

All trucks which enter the facility will be accepted by the load. Finished product will leave the facility and will be weighed using a scale. The finished product will be tracked in tons.

If volume measurement is used, the procedure must refer by document title to a document which contains standard volume-to-weight conversion factors.

Not applicable for this facility.

If estimation is used, the procedures must explain how the estimates are determined. Estimation of the composition of commingled recyclables may be conducted in one of two ways:

- 1. By using the latest available national, state, or local recovery data on recyclable materials. The recovery data may be used as default numbers to estimate the percentage of each recyclable material in the commingled mix. These percentages are then multiplied by the total tonnage of the material mix to arrive at a weight for each material.**
- 2. By using sampling data. Sampling must be conducted using a sample size large enough to accurately reflect the types of recyclables. The sample results may be used to determine the percentage of each recyclable material in the commingled mix. These percentages are then multiplied by the total tonnage of the mix to arrive at a weight for each material.**

Not applicable for this facility.

The operator shall maintain at the facility or business office an accurate record of the previous calendar quarter's reportable quantities.

Weight records/logs for the previous calendar quarter will be available for review at 3830 West Craig Road, North Las Vegas, Nevada 89030.

If requested by SNHD, a recyclable measurement form and a waste disposal survey form provided by SNHD must be completed and returned to the SNHD by February 15 each year to report the previous calendar year's reportable quantities.

VRC, LLC will comply with this directive.

SNHD must be provided with a report by the 5th working day of January, May, July, and October to report the previous calendar quarter's reportable quantities.

Reportable quantities from the previous calendar quarter can be provided by the 5th working day of January, May, July, and October.

SNHD will use the reported quantities to calculate the annual recycling rate for Clark County.

This section must include provisions (e.g., scale, measuring tape) for determining the reportable quantities, in tons, for the following solid wastes during a calendar year (January to December).

Finished product which leaves the facility will be in approximately 1,500-pound bales. The number of bales will be documented.

- 1) If the facility is a disposal facility (e.g., landfill) municipal solid waste (MSW) is received by the facility for disposal.**

The facility is a recycling center.

- 2) If the facility is a disposal facility (e.g., landfill), non-MSW waste is received by the facility for disposal.**

The facility is a recycling center.

- 3) MSW exported from Clark County for eventual disposal.**

The facility is a recycling center. If byproduct MSW is generated by the recycling center, it will be transported to any permitted solid waste disposal facility.

- 4) Non-MSW waste exported from Clark County for eventual disposal.**

The facility is a recycling center. If non-MSW is generated by the recycling center, it will be transported to any permitted solid waste disposal facility.

- 5) MSW imported into Clark County for eventual disposal.**

VRC, LLC will not import MSW into Clark County.

- 6) Non-MSW waste imported into Clark County for eventual disposal.**

VRC, LLC will not import non-MSW into Clark County.

- 7) If the facility is a compost plant or recycling plant, each category and type of MSW is received by the facility for recycling.**

The facility is a recycling center and will receive paper.

- 8) If the facility is a compost plant or recycling plant, each type of C&D waste is received by the facility for recycling.**

This facility is a recycling center and will receive paper.

- 9) Each category and type of MSW exported from Clark County for recycling.**

VRC, LLC may export MSW from Clark County to any permitted solid waste disposal facility.

- 10) Each type of C&D waste exported from Clark County for recycling.**

VRC, LLC will not export C&D to any permitted solid waste disposal facility.

11) Each category and type of MSW imported into Clark County for recycling.

VRC, LLC will not import MSW from outside Clark County.

12) Each type of C&D waste imported into Clark County for recycling.

VRC, LLC will not import MSW from outside Clark County.

Waste exported from Clark County means waste hauled from the facility directly to destinations outside Clark County and excludes waste transported to another waste management facility in Clark County; this must be consistent with the destinations specified.

Waste imported into Clark County means waste received by the facility directly from origins outside Clark County and excludes waste transported from another waste management facility in Clark County; this must be consistent with the origins specified.

Section 4. Environmental Controls

Section 4.1 Air/Dust Control:

The recycling center parking/unloading area is asphalt paved. The interior of the facility is concrete (processing/storage area). Air and dust control is not required for this facility process.

This section must refer to documentation of dust control approval or exemption from the Clark County Department of Environmental and Sustainability (DES).

As there are no unpaved roads at the facility, dust control is not required.

Section 4.2 Fire Control:

This section must include provisions (e.g., fire sprinkler system designed for the storage capacity of the facility, fire extinguishers, nearby fire station, fire lanes, landfill cover) for preventing and controlling fires.

The facility has a fire sprinkler system designed for the building. Two additional fire extinguishers are accessible in rooms adjoining the facility.

This section must include a contingency plan that describes the procedures for preventing and controlling fires. Personnel are not expected to fight a fire.

The VRC, LLC recycling center will be designed and operated in a manner that reduces the potential for fire. In the unlikely event of a fire, emergency procedures outlined in the facility's Emergency Response Plan and Contingency Plan will be followed. A copy of the Emergency Response Plan and Contingency Plan can be found.

Section 4.3 Pollution Control:

If applicable, this must include a description of how the following types of pollutants will be removed, contained, stored, and/or processed. Please see guidelines for these procedures.

1. CESQG waste and HHW.

VRC, LLC will not accept CESQG waste and household hazardous waste at the recycling center.

2. Hazardous waste.

VRC, LLC will not accept hazardous waste at the recycling center.

3. Ozone depleting substances.

VRC, LLC will not accept items containing CFCs or other ozone depleting substances at the recycling center.

4. Universal waste.

VRC, LLC will not accept universal waste at the recycling center.

5. Used antifreeze.

VRC, LLC will not accept antifreeze at the recycling center.

6. Used oil.

- a. Used oil generators, collection centers, transfer facilities, and processors must, (a) store used oil in tanks and containers, (b) clearly mark containers and tanks with the words “Used Oil”, (c) keep containers and tanks in good condition and free of leaks, and (d) respond to releases of used oil from their storage units.**

VRC, LLC will not accept used oil at the recycling center.

- b. Used oil transfer facilities and processors must also have secondary containment systems to prevent oil from reaching the environment in the event of spill or leak. Secondary containment consists of an oil impervious dike, berm, or retaining wall to contain releases, as well as an oil impervious floor to prevent migration.**

VRC, LLC will not accept used oil at the recycling center.

This section must include a contingency plan that describes the procedures not specified in other sections for preventing and controlling emergencies (e.g., fires, floods, pollution). This plan must include training of employees, a notification procedure for the local fire department and emergency services, the name and telephone number of each person who will be notified if an emergency occurs, and alternate solid waste handling systems.

SNHD must be notified at the time of implementation of such contingency plans. An accurate record of any emergencies or unusual events must be maintained by the operator at the facility or business office.

An Emergency Response and Contingency Plan for the VRC, LLC recycling center which includes the information identified above is provided.

This section must include provisions (e.g., paved outdoor waste storage areas, containment berms around waste storage areas, waste storage containers, secondary containment, spill prevention kits) for preventing and controlling pollution (i.e., spill or release of pollutants).

This section must refer to documentation of the following approvals

- 1) Waste Management Audit permit issued by the SNHD, if the facility will be a conditionally exempt small quantity generator of hazardous waste.**

VRC, LLC operation will not be a CESQG of hazardous waste.

- 2) EPA identification number issued by the Nevada Division of Environmental Protection (NDEP) if the facility will be (a) a small quantity generator or a large quantity generator of hazardous waste; (b) used oil transfer facility or processor; or (c) large quantity handlers of universal waste.**

VRC, LLC operation will not meet the criteria listed above in (a), (b), or (c) and will therefore not have an EPA identification number.

- 3) Resource Conservation and Recovery Act (RCRA) permit issued by the NDEP for a storage facility, if the facility will exceed the respective storage quantity limits for CESQGs or SQGs, or if the facility will exceed the respective accumulation time limits for SQGs and LQGs.**

The VRC, LLC operation will not be a CESQG, SQG, or LQG and will therefore not have an RCRA permit.

- 4) Used Antifreeze Collection Center (UACC) ID number issued by the NDEP, if the facility will be a UACC.**

The VRC, LLC operation will not be a UACC.

Used Oil Collection Center (UOCC) ID number issued by the NDEP, if the facility will be a UOCC which accepts used oil from used oil generators other than household do-it-yourselfers.

The VRC, LLC operation will not be a UOCC.

This section must refer to (a) documentation of flood control approval from Clark County Regional Flood Control District (to prove that the facility will not restrict the flow of the flood plain, reduce the temporary capacity of the flood plain to store water, or result in the washout of solid waste that poses a hazard to public health and safety and the environment) or (b) a map showing that the facility location is not in a 100-year flood zone/plain.

A Regional Flood Control map for the subject parcel has been provided.

Section 4.4 Storm Water Control:

This section does not apply to transfer stations.

This section must include provisions (e.g., indoor waste storage and processing areas, waste storage containers, grades, berms, dikes, swales, evaporation ponds) for controlling run-on (to prevent flow of storm water onto managed wastes during the peak discharge from a 25-year storm) and run-off (to prevent discharge of pollutants into surface or groundwaters by collecting and controlling at least the volume of water resulting from 24-hour, 25-year storm). This section must refer by document title to plans which are at a scale of not more than 200 feet per inch and are of sufficient detail to show existing and proposed grades (slopes) or contours (elevations), with contour intervals of not more than 5 feet, indicating the flow of stormwater through the facility.

The facility is contained indoors within a building. Therefore, storm water control is not an issue.

If solid waste will be stored outside of a building, this section must refer to documentation of a National Pollution Discharge Elimination System (NPDES) (Stormwater Discharge) permit or exemption under the Clean Water Act (CWA) issued by the NDEP Bureau of Water Pollution Control for point source discharges of industrial wastewater.

Solid waste will not be stored outside of a building.

Section 4.5. Litter Control

This section must include provisions (e.g., indoor waste storage or processing areas; perimeter fences; containment fences around storage or unloading areas; portable litter fences; waste storage containers constructed of durable, watertight materials with closed lids/covers/screens on top; landfill cover; water faucets with hoses) for controlling litter (i.e., collecting scattered lightweight debris and cleaning the facility).

This facility has indoor processing and storage areas. This facility will practice good housekeeping.

This section must include procedures, including daily inspections for controlling litter (i.e., collecting scattered lightweight debris and cleaning the facility).

The facility only has paper waste. This material will be stored away from the surrounding roads. However, as a general policy, VRC, LLC employees are responsible for collecting debris which is observed to have migrated on-site or from waste containers located on-site. All inbound and outbound trucks are required to be enclosed.

Section 4.6 Odor Control

This section must include provisions (e.g., indoor waste storage or processing areas; doors oriented with respect to prevailing wind direction; waste storage containers constructed of durable, watertight materials with closed lids or covers; misting system; exhaust/ventilation system; biofilters; biological/chemical additives; berms or landscaping that reduce visibility; buffer zone; cooler temperatures; landfill cover; windrow turner) for controlling odor to prevent a public nuisance.

This facility will only recycle paper. This waste will not create adverse odors.

This section must include procedures for controlling odor.

The facility will only accept paper waste. This material is generally considered to be non-putrescible waste. VRC, LLC will perform load inspections as needed and will refuse receipt of any highly odorous waste.

Section 4.7 Vector Control

Best management provisions, without limitation, include the following requirements:

- 1) A slope of 2-4 degrees (4.44-8.88%) is desirable to prevent ponds (standing water).**

The facility is indoors. As such, storm water is not an issue.

- 2) Stormwater control structures should be properly designed and constructed to minimize the inadvertent creation of standing water.**

The facility is indoors. As such, storm water is not an issue.

This section must include procedures for controlling vectors.

Outside storage or putrescible waste outside of waste storage bins, trucks, trailers, and/or containers is prohibited.

Best management procedures, without limitation, include the following requirements:

- 1. Vehicles and containers storing putrescible waste should be cleaned frequently.**
- 2. The facility should; (a) eliminate any nesting materials, (b) prevent rodents from entering storage rooms and employee facilities by sealing all openings greater than a quarter of an inch and, (c) using wet methods to remove rodent droppings and urine.**
- 3. Waste management areas should be covered by plastic sheets or other impermeable barriers to prevent the accumulation of precipitation.**
- 4. Water should be held less than 72 hours whenever possible during the mosquito breeding season (March to October in southern Nevada).**

VRC, LLC will comply with the directives.

Section 5. Facility Specific Design Requirements

This section is reserved to address any specific facility type design criteria specified in SWMA Chapters 3-1 through 3-12, for the facility type being applied for, that differs from what is listed in Sections 1 through 3 of the Design Report.

No anticipated differences were encountered that vary from sections one (1) through three (3) of the Design Report, enclosed herein. Please reference the attached site plan, process flow diagram, and accompanying facility documentation.

Operating Plan

OPERATING PLAN

Section 1. Facility

This section must include the number of employees who will be on duty at the facility during operating hours. Job duties, without limitation, must include all applicable tasks required by the Operating Plan. This section may be revised without any SNHD approval during operations; however, any revisions to the Operating Plan must be submitted to the SNHD.

VRC, LLC anticipates that the following employees will be on duty. The facility is not open to the public.

Shred Specialist (1-2)

The processing of materials will take place depending upon the volume of incoming material.

An attendant must be at the public tip area during all hours of operation.

A VRC, LLC yard attendant will inspect incoming loads for prohibited materials and then direct the offloading of incoming material at the facility.

This section must include provisions (e.g., communication devices such as telephone or radio) not specified in other sections for preventing and controlling emergencies (e.g., fires, floods, pollution).

During operations, VRC, LLC employees will carry cellular phones. This will enable employees to prevent, and if necessary, control on-site emergencies.

This section must include procedures for controlling access to the facility.

To control access, the VRC, LLC recycling center is designed with perimeter fencing and gates. The operation is small and access to the recycling center is controlled by the yard attendant. During periods of inactivity, the chain-link gates located at the entrances to the facility will be locked to guard against unauthorized entry.

This section must include procedures for not exceeding the storage and processing capacities specified in the Design Report.

Given the hours of operation for the facility, manpower, and the processing equipment, which is listed, the maximum processing rate of the facility is 4.4 cubic yards per day. If the 4.4 cubic yards per day waste threshold is in jeopardy of being exceeded, VRC, LLC will cease processing operations until an appropriate amount of processed material has been removed from the facility.

This section must include the expected remaining life in years of the facility.

The anticipated life expectancy of the facility is 5 years.

This section must refer by document title to an emergency escape plan which is at a scale of not more than 200 feet per inch and is of sufficient detail to show routes of ingress and egress for the facility.

Details for ingress and egress of the facility have been provided in the Emergency Response Plan which has been provided in Part 3.

This section must refer by document title to plans which are at a scale of not more than 200 feet per inch and are of sufficient detail to show access roads inside and around the facility. Roads around the facility should be shown in a separate detail showing the roads from major highways around the facility.

A site map and process flow diagram (Plate 1) that shows the roads inside and adjacent to the facility has been provided. A google earth map that show major highways to the facility have also been provided in Part 3.

This section must indicate that the access roads have provisions (e.g., properly graded, and drained, paved/graveled) for providing easy access in all kinds of weather to all vehicles expected to use them.

The VRC, LLC recycling center access areas are asphalt paved.

This section must refer by document title to plans which are at a scale of not more than 200 feet per inch and are of sufficient detail to show the location of equipment storage areas, and equipment maintenance areas.

A site map and process flow diagram (Plate 1) that shows the roads inside and adjacent to the facility has been provided in Part 3.

This section must indicate that the access roads are paved with asphalt pavement or portland cement concrete unless an alternative is approved by the Clark County Department of Air Quality and Environmental Management, the facility will comply with the dust control requirements of section 4.1 of the Design Report.

Section 2. Equipment

Section 2.1 Equipment List

This section must include a process flow narrative and refer by document title to one or more process flow diagrams. The narrative and/or diagram(s) must indicate the direction and flow through the facility of managed wastes, waste management equipment, and waste management activities from the point of acceptance or recovery at the facility of managed wastes to the point of removal from the facility of managed wastes. The narrative and diagram(s) may provide flexibility by indicating alternate locations and flow of managed wastes, waste management equipment, and waste management activities.

A process flow diagram for managing waste at the facility has been provided in Part 3.

Waste management equipment which includes storage (e.g., containers) and processing equipment, must be consistent with the equipment list. Examples of waste management activities include inspection, waste measurement, tipping, storage, separating, sorting, bailing, compacting, cutting, shredding, grinding, screening, and loading.

The locations of wastes stockpiles and waste management equipment have been provided on and are consistent with the equipment list.

This section must refer to an updated equipment list that includes the type, brand/manufacturer, model, storage, or processing capacity (if applicable), and serial number of each piece of waste management equipment and a photograph of each model of waste management equipment used for waste management activities at the facility. The equipment list should not include vehicles that only transport solid waste to or from the facility. SNHD must be notified of any change in equipment within 30 days of the change. A generic list of equipment can be included in the initial application, but detailed information will need to be added later when it becomes available.

A generic equipment list which meets the above specifications is provided.

The storage capacity of equipment (e.g., container) is the maximum quantity of waste that the equipment can store. The unit of storage capacity must be (a) passenger tire equivalent (PTE) for waste tires if the facility will be a waste tire management facility, (b) kilogram or pound for hazardous wastes if the facility will be a CESQG, SQG, or LQG, or cubic yards for other wastes.

Unprocessed materials and finished products which are stored at the facility will be stored in bins and stockpiles.

The processing capacity (maximum processing rate) of equipment (e.g., bailer) must be in cubic yards per day.

The maximum processing capacity of the bailer identified on the equipment list is 20 cubic yards per day.

Section 2.2 Equipment Maintenance

This section must include procedures for maintaining equipment (preventative maintenance, repair, and/or replacement), obtaining substitute equipment in the event of equipment breakdown and washing vehicles.

In the event of an equipment breakdown, replacement equipment will be obtained from a local equipment rental company (i.e., Direct Hydraulics, Crown Forklift, etc.).

VRC, LLC does not anticipate performing vehicle washing duties at the recycling center. Site equipment is dedicated to the facility and will not leave the site.

Periodic equipment maintenance which consists of scheduled and unscheduled equipment repairs will be compliant with Solid Waste Management Authority Chapter

4.3. Equipment maintenance will be completed by a 3rd party vendor (currently Direct Hydraulics and Crown Forklift) and the resulting waste will be taken offsite.

Section 3. Types of Waste

Section 3.1 Accepted Wastes

This section must include provisions (e.g., waste storage containers constructed of durable, watertight materials with closed lids/covers/screens on top; biological/chemical agents; landfill cover that does not contain organic waste of a quantity and distribution conducive to harboring and breeding vectors) for controlling vectors (e.g., rodents, flies, mosquitoes). This must include provisions (e.g., impermeable cover, grades) for controlling standing water.

This facility will only recycle non-putrescible waste consisting of paper.

This section must include information regarding wastes managed by the facility, including, without limitations, the following information:

- 1) Information regarding wastes accepted by the facility, including the items (as needed), anticipated daily quantities (as needed to determine facility capacities), sources, and conditions (if any) of acceptance for each category and type of solid waste accepted by the facility. This information must be consistent with any required posted sign.**

Solid waste will be accepted in accordance with the Permit Application Form (PAF). The quantities of solid waste located on-site will not exceed the maximum capacities identified on the Permit Application Form and in the Design Report.

- 2) Information regarding wastes recovered by the facility, including (a) the items (as needed), anticipated daily quantities (as needed to determine the facility capacities), and origins for each category and type of solid waste recovered by the facility and (b) the items and anticipated daily quantities (as needed to determine the facility capacities) for hazardous waste recovered by the facility. Recovery refers to the diversion of discarded materials from the solid waste stream for the purpose of using a specific waste management method.**

It is anticipated that VRC, LLC will accept unprocessed material at the facility from commercial sources.

The maximum volume of final product that will be stored on-site will be approximately 3,675 cubic yards.

The approximate locations for unprocessed and processed materials are shown on the facility footprint.

Section 3.2 Prohibited Wastes

This section must include provisions (e.g., trench drains connected to a sand and oil interceptor, sloped floor to prevent the accumulation of standing water) for controlling drainage of industrial waste.

Processing will be performed indoors. Liquid from standing water or industrial waste will not be accumulated.

This section must indicate if the facility will drain industrial waste through a sanitary system to a municipal wastewater treatment plant (POTW). If so, this section must refer to documentation of a POTW discharge permit under the Clean water Act (CWA) from the applicable agency.

This facility will not discharge waste into a POTW.

This section must indicate if the facility will have an ISDS. If so, this section must refer to documentation of an ISDS permit from the SNHD.

This facility does not have an Individual Sewage Disposal System (ISDS).

This section must include procedures for controlling drainage of industrial waste (e.g., regular pumping of a sand and oil interceptor or ISDS, maintenance of the drainage collection system, preventing the accumulation of standing water).

The facility does not accept putrescible waste. Materials accepted at the site are paper waste.

This section must include procedures for detecting and rejecting waste and for handling any prohibited waste that was inadvertently accepted. This should include training of employees, random inspections of incoming loads, an alphabetical list of wastes that the facility will not accept, a list of names and addresses of facilities where prohibited wastes will be directed, and a list of companies that will transport any prohibited waste that was inadvertently accepted. The list of prohibited wastes must be consistent with any required posted sign.

A copy of the VRC, LLC Spotters Guideline details procedures for detecting and rejecting wastes, and for handling prohibited wastes which were inadvertently accepted. A copy of the Spotters Guidelines has been included.

An accurate record of any rejection or inadvertent receipt of prohibited wastes must be maintained by the operator at the facility or business office. SNHD shall be notified by the next working day, in writing and in a format specified by SNHD, of all rejected loads.

Records of the quantities of materials which were rejected or inadvertently received will be kept on file at 3830 East Craig Road, North Las Vegas, Nevada 89030. SNHD will be notified within 24 hours. A copy of the load rejection form has been provided.

The facility must give the public other options and instructions for managing prohibited waste.

The VRC, LLC recycling center will not accept hazardous waste, asbestos, or other prohibited wastes. If prohibited waste is rejected from the facility, VRC, LLC will recommend an alternate SNHD approved disposal facility.

If there is an available permitted waste tire management facility in Clark County, passenger car waste tires may not be disposed of in any municipal solid waste landfill in Clark County by a retail seller of new motor vehicle tires, and passenger car waste tires generated in Clark County may not be disposed of in any municipal solid waste landfill in Nevada.

Passenger car tires will not be disposed of in a MSW landfill in Nevada.

This list must include solid waste (other than residual solid waste) that is not recyclable.

Section 3.3 Waste Characterization

3) The waste management method(s) that will be used for each waste managed by the facility. Waste management methods include disposal, recycling, reuse, and treatment.

a) Disposal refers to landfilling by a landfill, incineration by an incinerator and combustion for energy recovery by a waste-to-energy facility. Disposal facilities include landfills, incinerators, and waste-to-energy facilities.

If solid waste is generated, VRC, LLC will dispose of it at a permitted solid waste disposal facility.

b) Recycling, which includes composting, refers to the series of activities by which (1) discarded materials are collected, sorted, and processed to recover recyclable materials by a processor such as a materials recovery facility, recycling center, or waste tire management facility, and (2) recovered materials are converted into raw materials and used in the production of new products by an end user such as a compost plant or recycling plant. Recycling excludes reuse (e.g., retreading of tires) and combustion of energy recovery.

The VRC, LLC recycling center will recover materials depending on the composition of incoming materials and the commodities markets.

c) Reuse refers to the use of a product or component of solid waste in its original or repaired form more than once.

Not applicable for this facility.

- d) **Treatment refers to technologies used by treatment facilities to reduce the volume and/or toxicity of a pollutant after it is generated. These technologies include chemical, physical, biological, and thermal treatment. Common treatment procedures are neutralization of acids and bases, distillation of solvents, and incineration.**

Not applicable for this facility.

The description of the sources of solid waste must include all the following parts:

- 1) **Generators: Commercial (businesses such as office buildings, offices, restaurants, retail and wholesale establishments, stores, warehouses, and other nonmanufacturing activities), industrial (industrial and manufacturing sites), institutional (institution such as hospitals, libraries,, prisons, and schools), and/or residential (households such as single- and multi-family homes, hotels and motels, bunkhouses, ranger stations, crew quarter, campgrounds, picnic grounds, and day use recreation areas).**

The VRC, LLC recycling center will accept clean approved wastes from businesses as identified.

- 2) **Origins: Clark County and/or outside Clark County.**

Approved solid waste will be received from commercial customers in southern Nevada.

- 3) **Transporters: Contractors of the facility (i.e., one or more entities that have a contract with the facility who may transport solid waste to the facility), employees of the facility (i.e., one or more natural persons employed by the owner or operator of the facility who may Transport solid waste to the facility), and/or the public (i.e., one or more natural persons other than employees or contractors of the facility who may transport solid waste to the facility).**

Approved solid waste will be received from commercial customers in southern Nevada.

Solid waste includes MSW and Non-MSW waste and excludes hazardous waste. Hazardous waste is waste regulated under Subtitle C of the Resource Conservation and Recovery Act (RCRA). Hazardous waste includes LQG and SQG waste and excludes CESQG waste and household hazardous waste (HHW).

Section 3.4 Waste Transportation

Best management provisions, without limitations, include the following requirements: All structures which contain standing wastewater require secondary containment. Conveyance and capture structures such as trench drains are to be designed to drain quickly and completely to avoid standing water and surcharged conditions. All concrete conveyance structures, including trench drains, must meet certain coating and

construction standards. Construction practices to be implemented include elimination of joints where feasible by using a single pour and installation of a water stop where single pour is not feasible. Following construction, concrete structures are to be sealed with a suitable monolithic coating system to further minimize the potential for release of pollutants to the environment.

The accepted materials identified will have low moisture content and will be dry upon arrival at the recycling center. Processing will be performed indoors.

Best management provisions, without limitation, include the following requirements:

- 1) Outside waste storage areas must have an impervious reinforced concrete floor.**

Materials will not be stored outside.

- 2) Outside waste storage areas must have grading or an impervious concrete berm or other barrier on each side to prevent run-on and run-off.**

Materials will not be stored outside.

- 3) Outside waste storage areas must not have any French or other drain that may release pollutants to the environment.**

Materials will not be stored outside.

SNHD Recycling Center Regulations: Requirements for Operating Plan: In general, the Design Report must include the proposed provisions (i.e., what will be provided and where it will be provided) and the Operating Plan must describe the proposed operating procedures (i.e., what will be done, where it will be done, and when it will be done) for complying with the specified requirements.

This section must include the following information:

- 1) If applicable, the name and address of the destination for each waste is managed by the facility.**

VRC, LLC anticipates that most of the waste generated by the recycling center will be transported and disposed of at Fiber Direct LLC, 1391 E. Mission Boulevard, Pomona CA 91766.

Solid waste may also be transported and disposed of at the Clark County Regional Landfill.

- 2) If applicable, procedures (including frequency and method) for transporting waste to its destination for each waste are managed by the facility.**

The maximum processing rate of the facility is 4.4 cubic yards per day. VRC, LLC will process this volume of solid waste using the manpower outlined in the Operating Plan and the Equipment listed.

Unless the owner or operator is unable to do so because of an emergency, waste (excluding waste tires and recovered materials) must be removed from the facility within 24 hours.

Only non-putrescible waste will be received at the recycling center. Residual waste will be removed from the recycling center on an as needed basis.

Hazardous waste must be removed from a SQG within 180 days or, if the destination is greater than 200 miles away, 270 days, and from an LQG within 90 days.

VRC, LLC will not accept hazardous waste at the recycling center and will not be a SQG or an LQG.

Universal waste must be removed from the facility within one year of when it is generated or received.

VRC, LLC will not accept universal waste at the recycling center.

Used antifreeze proper management procedures are specified in NAC 444.8801.

VRC, LLC will not accept used antifreeze at the recycling center.

Used oil transporters must have an EPA ID number.

VRC, LLC will not accept waste oil at the recycling center. Used oil generated from maintenance will be disposed of by the contractor.

Waste tires may only be transported by the waste tire generator, a registered waste tire hauler, or a licensed solid waste hauler.

VRC, LLC will not accept waste tires at the recycling center.

- 3) If applicable, the procedures for tracking the transport of waste to and from the facility for each of the following wastes managed by the facility. Please see the guidelines for these procedures.**

VRC, LLC recycling center will not accept household hazardous waste, hazardous waste, universal waste, used antifreeze, used oil, and waste tires.

Section 4. Contingency Plans

This section must include a contingency plan that describes the procedures for preventing and controlling pollution (i.e., spill or release of pollutants).

An Emergency Response Plan and Contingency Plan is provided.

Section 5. Operating Records

The facility will abide by the requirements of SWMA Chapter 2-5.03 Operating Records, including submitting the SNHD a recycling survey (on form provided by SNHD) by April

Cost of Closure Estimate

VITAL RECORDS CONTROL, LLC
RECYCLING CENTER
CLOSURE STATEMENT

The owner of the facility will notify the Southern Nevada Health District (SNHD) in writing at least 90 days before the beginning of closure of the facility.

The VRC, LLC facility is located at 3830 East Craig Road, North Las Vegas, Nevada on APN# 140-06-210-041. The owner will also notify all generators and haulers of waste managed by the facility both by phone where possible, and in writing that the facility will not accept any solid waste after the designated closing date.

The Owner or designated Operator shall, within 30 days after receiving the final shipment of solid waste, remove all remaining solid waste, litter, and inoperable equipment, in accordance with the plan for closure of the facility. All putrescible waste (if any) will be removed within 24 hours of receipt of the notice of closure.

The Owner/Operator will remove up to the Permitted Storage Capacity of solid waste and transport said waste to an approved Class I, II, or III receiving facility. The Closure cost document is based solely on the estimate to load, transport, and dispose of the solid waste in question. The estimate does not consider the resale value of the equipment or material on-site at the facility.

Following disposal of the solid waste on-site, the Owner/Operator will clean the site in accordance with normal standards required by the SNHD.

Following the completion of closure activities, the operator will notify SNHD to arrange for a final inspection of the facility to permit SNHD to verify successful completion of closure.

Print and Sign

Date

Cost of Closure Estimate

As part of the application for a permit to operate a permitted solid waste management facility, a cost of closure estimate is required to be included, as outlined in the Solid Waste Management Authority Regulations (SWMAR) 2-6.01. This cost estimate will be used to establish financial assurance (SWMAR 2-7) for the facility. The submittal of this form meets the cost of closure estimate requirement for the application for a permit.

Facility Information

Facility Name:	Vital Records Control, LLC		
Facility Address:	3830 East Craig Road, North Las Vegas, Nevada 89030 APN# 140-06-210-041		
Type of Facility being applied for:	Paper Recycling		
Contact:	Frank Reed		
Email:	██████████	Phone:	██████████

The cost of closure estimate must be sufficient to cover the cost of closing the facility including the removal, hauling, and proper disposal at a permitted landfill¹, of the maximum permitted solid waste storage capacity. **The cost of closure estimate may not consider the resale value of equipment or other materials at the facility.**

Cost of Closure Estimate

Permitted Storage Capacity:	3,675 CY
Labor & Equipment Cost:	██████████
Transportation Cost:	██████████
Disposal Cost at permitted Landfill:	██████████
Other (Specify):	None
Other (Specify):	None
Other (Specify):	None
Total:	██████████

¹ Proper disposal for material(s) not accepted at a Class I, II or III landfill must be included as *Other (Specify)*:

Certification

I hereby certify that the costs represented in this estimate are an accurate reflection of the current market to the best of my knowledge.

Print/Sign

Date

Spotter's Guidelines

Spotters Guidelines

I. Introduction

It is the responsibility of the yard attendant to ensure that all operational safety procedures are followed inside of the facility. The yard attendant is responsible for verifying correct load calculations, inspecting loads for non-acceptable items, and ensuring that no unauthorized activities are taking place.

II. Method

PRESHIFT INSPECTIONS

Before each shift, VRC, LLC personnel will inspect the facility to ensure that there are no safety hazards present. All equipment will be inspected prior to its operation.

PLACEMENT OF TRUCKS

VRC, LLC will direct incoming trucks to the appropriate offloading location.

1. Drivers will stay with their trucks.
2. VRC, LLC personnel will ensure that backup alarms are operational on all company vehicles.
3. Maintenance will be conducted immediately on any vehicle that is found to have a backup alarm that is malfunctioning.

WASTE SCREENING (PROHIBITED WASTE)

VRC, LLC personnel are responsible for ensuring that prohibited waste are not accepted or disposed of at VRC, LLC recycling center. All loads should be inspected prior to offloading at the facility. Prohibited waste should be removed prior to entering the facility or the load should be rejected. If VRC, LLC personnel notice any prohibited waste, they will return the waste to the client. The client will be directed to one of the following the proper disposal facilities.

Facility or Contractor	Phone #	Waste Accepted
1. US Ecology Beatty, NV	(775) 553-2203	Hazardous Waste PCB Waste
2. Romic Environmental Chandler, AZ	(520) 952-5760	Hazardous waste Liquid Waste
3. Safety Clean N. Las Vegas, NV	(702) 649-7513	Hazardous Waste Liquid Waste
4. Salesco Systems Phoenix, AZ	(602) 233-2955	PCB Waste Fluorescent Light Tubes
5. H2O Environmental Las Vegas, NV	(702) 396-4148	Response & Cleanup Hazardous Waste Transfer Asbestos Transportation HH Hazardous Waste Medical Waste
6. Refrigerant Recovery Las Vegas, NV	(702) 644-3993	CFC Recycling

VRC, LLC personnel will isolate the items and contact Frank Reed. They will also try to identify the customer that sent the prohibited items.

Once the customer is alerted to the situation, VRC, LLC personnel will hold the items for them or return the items to them. If an entire load is rejected, a load rejection form must be filled out and sent to the SNHD.

The following waste are prohibited from acceptance at the VRC, LLC recycling center:

1. Drums
2. Air Compressors
3. Ammunition
4. Asbestos
5. Bio-solids
6. Bulky Waste
7. Controlled Substances
8. Explosives
9. Fertilizers
10. Fire Extinguishers
11. Hazardous waste
12. Industrial Process waste
13. Liquid Wastes
14. Used Motor Oil
15. Manure
16. Medical Waste
17. Ozone Depleting Substances
18. PCBs
19. Compressed Gas Tanks
20. Radioactive Waste
21. Restaurant Grease
22. Septic Tank Pumping
23. Shock Sensitive Chemicals
24. Transportation Equipment Waste
25. TVs
26. Universal Wastes
27. Used Antifreeze
28. Stolen Property
29. Dead Bodies

ACCIDENTS

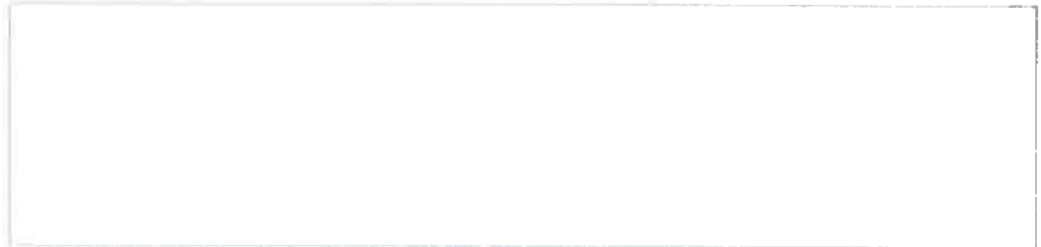
All accidents must be reported immediately to Frank Burns.

Directions from SNHD Office to the Facility

A Southern Nevada Health District, 280 S Decatur Blvd, Las Vegas, NV, United States

15 min , 9.8 miles
Light traffic
Via US-95 S, I-15 N

B 3830 E Craig Rd, North Las Vegas, Nevada, United States



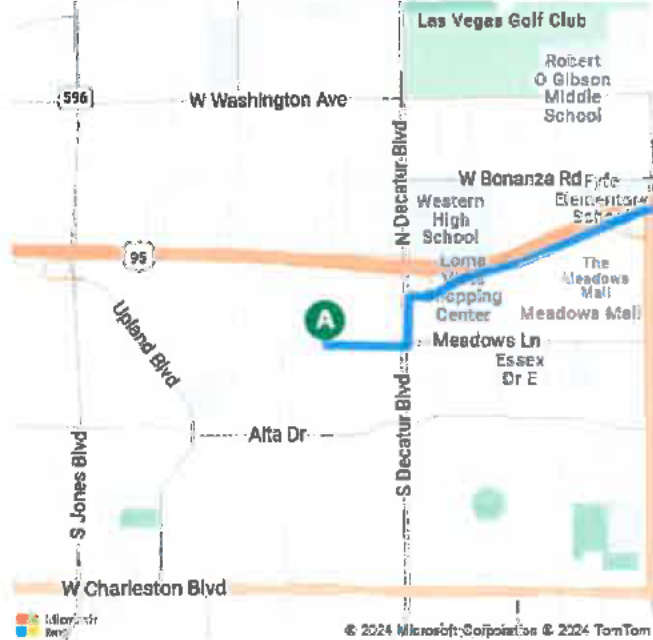
A Southern Nevada Health District, 280 S Decatur Blvd, Las Vegas, NV, United States

	1. Depart and head toward Meadows Ln	387 ft
	2. Turn left onto Meadows Ln	0.2 mi
	3. Turn left onto S Decatur Blvd Chevron on the corner	0.1 mi
	4. Take the ramp on the right for US-95 S	2.7 mi
	5. At Exit 76A , head right on the ramp for US-93 North / I-15 North toward Salt Lake City	5.6 mi
	6. At Exit 48 , head right on the ramp for NV-573 / E Craig Rd toward Craig Road	0.4 mi
	7. Keep right to get onto Craig Road East	0.5 mi
	8. Make a U-turn	0.2 mi
	9. Turn right	108 ft
	10. Arrive at your destination on the left The last intersection before your destination is NV-573 / E Craig Rd	

B 3830 E Craig Rd, North Las Vegas, Nevada, United States



A Southern Nevada Health District, 280 S D...



B 3830 E Craig Rd, North Las Vegas, Nevada...



These directions are subject to the Microsoft® Service Agreement and are for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2024 TomTom.

Equipment List
Major Roads
Flow Diagram

Vital Records Control, LLC Recycling Center
Equipment List

Equipment #	Image	Type	Model	Processing Capacity	Unit Quantity	Activity
1		Tipper	Allegheny	3,675 CY per day	1	Tips paper onto conveyor
2		Conveyor #1	Shred-Tech	3,675 CY per day	1	Conveys material to shredder
3		Shredder	Shred-Tech	3,675 CY per day	1	Shreds paper
4		Conveyor #2	Endura-Veyor	3,675 CY per day	1	Conveys material to balers
5		Paper Baler	Marathon	3,675 CY per day	1	Bales paper
6		Cardboard Baler 72/30		3,675 CY per day	1	Bales cardboard
7		Forklift	Mitsubishi		1	Transports bales onto truck for disposal

Vital Records Control, LLC

View of Major Roads around the Facility

Legend

- 📍 3830 E Craig Rd
- 📍 Feature 1
- 📍 Feature 2
- 📍 Feature 3
- 📍 LeFrancis Studios
- 📍 Nevada DMV Commercial Driver?
- 📍 SpringHill Suites by Marriott Las Vegas?



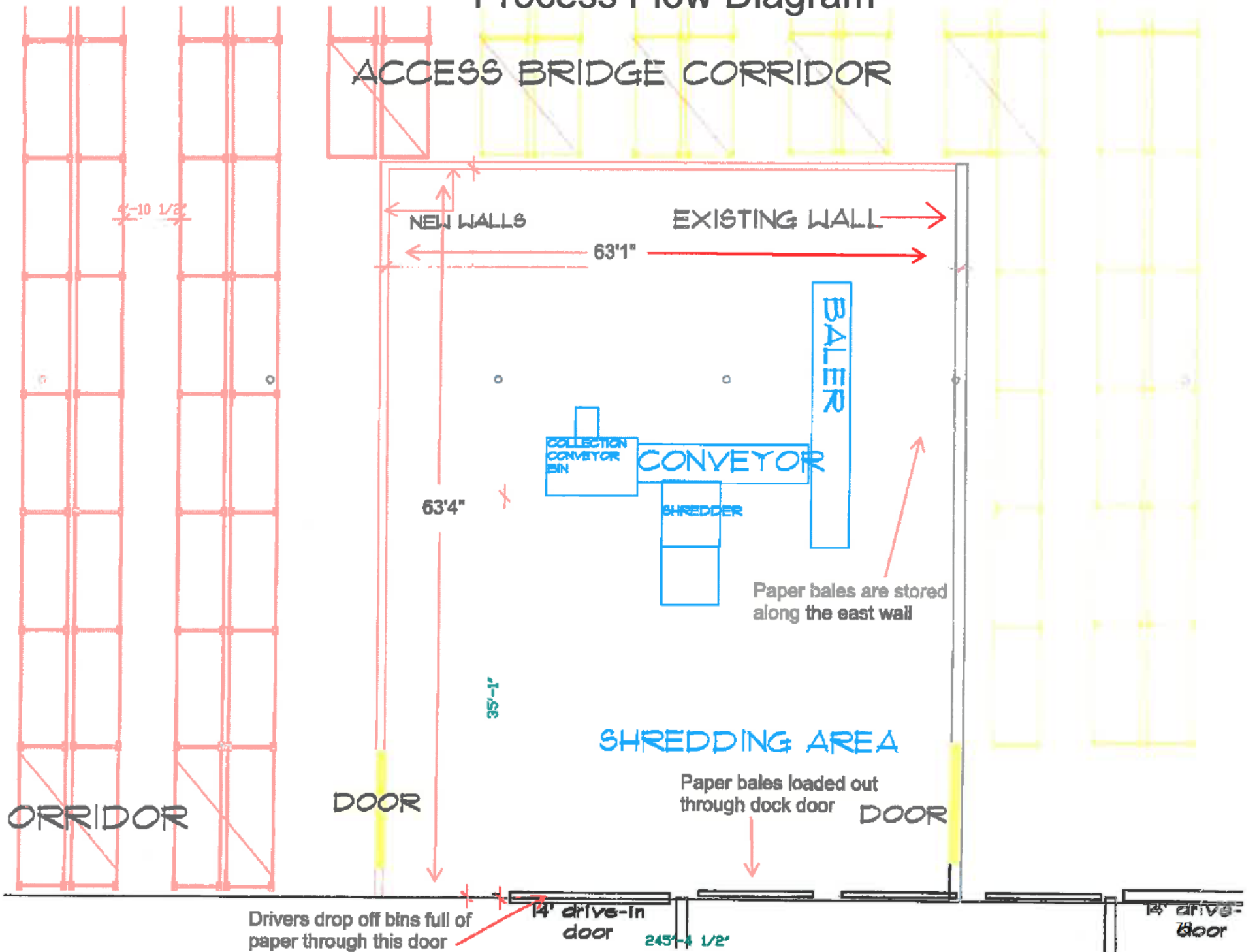
Google Earth



74

2000 ft

Process Flow Diagram



Business License

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**VITAL RECORDS CONTROL
120 S CENTRAL AVE STE 350
CLAYTON, MO 63105**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-000159-2021** Expiration Date: **03/31/2024**

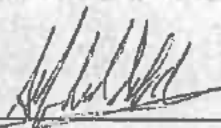
Type of License: **BUSINESS**

Classification: **STORAGE/WAREHOUSE**

Business Location: **VITAL RECORDS CONTROL
3830 E CRAIG RD
NORTH LAS VEGAS, NV 89081**

Owner/Principal(s): **VRC COMPANIES, LLC**

CITY OF
NORTH LAS VEGAS



Alfredo Melesio
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE

Evacuation Routes

