

FOURTH ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS FOURTH ADDENDUM is to that Contract for Services entered into on July 3, 2018 and as amended on June 4, 2019 and amended on June 16, 2020 and amended on August 3, 2021 by and between the County of Siskiyou ("County") and Oil Re-Refining Company (ORRCO)("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expired on June 30, 2026 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the Scope of Services, Exhibit "A", needs to be replaced.

WHEREAS, the Workers' Compensation Insurance in Contract section 5.04 shall be amended to establish a minimum limit of coverage.

WHEREAS, the Liability minimum coverage has increased in the Contract in Section 5.05.

WHEREAS, the General Liability minimum coverage has increased in the contract in section 5.06.

WHEREAS, the Professional Liability minimum coverage has increased in the Contract in section 5.10.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2031.

Paragraph 3.01 of the Contract for Services, Exhibit "A", shall be deleted and replace in its entirety with the new Exhibit "A", attached hereto and hereby incorporated by reference.

Paragraph 5.04 shall be amended to establish a minimum limit of \$1,000,000.00 for Workers' Compensation Insurance.

Paragraph 5.05 shall be amended to increase the required limit for Liability Insurance from \$1,000,000.00 to \$2,000,000.00.

Paragraph 5.06 shall be amended to increase the required limit for General Liability Insurance from \$1,000,000.00 to \$2,000,000.00.

Paragraph 5.10 shall be amended to increase the required limit for Professional Liability Insurance from \$1,000,000.00 to \$2,000,000.00.

All other terms and conditions of the Contract shall remain in full force and effect.

In Process

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this Fourth Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Oil Re-Refining Company

Date: 7/9/2026

DocuSigned by:
Scott Briggs

Scott Briggs, President
DocuSigned by:
Terry Walker

Terry Walker, General Manager

Unified Business I.D. #600536964
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 91-1256582

ACCOUNTING:
Fund 2125 Organization 404116 Account 723000 RATE: \$0.01

Activity Code (if applicable)

Encumbrance number (if applicable): Current E200309

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.



Exhibit “A”

Jessica Skillen
Siskiyou County Department of General Services: Sanitation
190 Greenhorn Road
Yreka, CA 96097

Ms. Skillen:

Please consider this ORRSCO's proposal for used oil recycling and related services at the listed Siskiyou County recycling depots, effective July 1, 2026, through June 30, 2031. Due to extreme Fuel cost, we have increased stop charges also other recycling cost have increase. These rates are based on location as well as current and predicted market prices for re-refined oil and fuels during the contract period. Services will be provided with ORRSCO tanker trucks and/or box vans on a route basis, all sites to be serviced when scheduled ORRSCO trucks are in the area.

Locations

Yreka

Oberlin Road Transfer Station
Cross Petroleum

Mt Shasta/Weed

Black Butte Transfer Station

Scott Valley

Mean Gene's Gas
Valley Tire & Tackle
Valley Auto Repair

Tule Lake

Ed Staub & Sons
Tule Lake Transfer Station

Happy Camp

Happy Camp Transfer Station

Note: ORRSCO services are not limited to this list. Any other transfer stations or recycling depots not listed here including those that may come online during the duration of this contract are also eligible for the contracted rates corresponding to their location. All Siskiyou County Road Department shops are also eligible.

ORRSCO RECYCLING SERVICES (all locations)	CHARGE
Used oil	\$.45 per gallon
Clor-d-tect test (field test for chlorinated halogens)	\$25.00 per test
Hydro-Clor test (field test for chlorinated halogens in aqueous materials)	\$40.00 per test
Analytical test for solvents EPA Method 8260 (if material fails field test only)	\$360.00 per test
Truck & Gear Labor	\$165.00 per stop
Truck & Gear Labor (Happy Camp only, round trip)	\$500.00 per stop
Used oil filters	\$65.00 per drum
Spent antifreeze	\$1.50 per gallon
Emulsified oil & water/water in used oil	\$1.00 per gallon
Commercial chemical products (CCP) spent fuels	\$1.00 per gallon
Oil clean-up material (oily rags, booms, absorbent, etc.)	\$200.00 per drum

**THIRD ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS THIRD ADDENDUM is to that Contract for Services entered into on July 3, 2018 and as amended on June 4, 2019 and amended on June 16, 2020 by and between the County of Siskiyou ("County") and Oil Re-Refining Company (ORRCO)("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expired on June 30, 2021 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the Scope of Services, Exhibit "A", needs to be replaced.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2026.

Paragraph 3.01 of the Contract for Services, Exhibit "A", shall be deleted and replace in its entirety with the new Exhibit "A", attached hereto and hereby incorporated by reference.

All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this Third Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 8/3/2021

DocuSigned by:
Ray A. Haupt
 RAY A. HAUPT, CHAIR
 Board of Supervisors
 County of Siskiyou
 State of California

ATTEST:
 LAURA BYNUM
 Clerk, Board of Supervisors

By: Wendy Winningham
 Deputy

CONTRACTOR: Oil Re-Refining Company

Date: 7/8/2021

DocuSigned by:
Scott Briggs, President
 Scott Briggs, President

Date: 7/8/2021

DocuSigned by:
Terry Walker, General Manager
 Terry Walker, General Manager

Unified Business I.D. #600536964
 (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 91-1256582

ACCOUNTING:
 Fund 2125 Organization 404116 Account 723000 RATE: \$0.01

Activity Code (if applicable)

Encumbrance number (if applicable): Current E2000062

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

**SECOND ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**
(Used Oil Collection and Recycling Contract #05212018)

THIS SECOND ADDENDUM is to that Contract for Services entered into on July 3, 2018 and as amended on June 4, 2019 by and between the County of Siskiyou ("County") and Oil Re-Refining Company ("Contractor") and is entered into this 16th day of ~~May~~, 2020.

June WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect an additional surcharge.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3.01 of the Contract, Scope of Services, Exhibit "A", shall be deleted and replaced in its entirety with the new Exhibit "A", Scope of Services, attached hereto and hereby incorporated by reference.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional surcharge of forty-five cents per gallon (\$.45).

All other terms and conditions of the Contract shall remain in full force and effect.

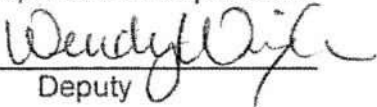
IN WITNESS WHEREOF, County and Contractor have executed this second addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 6/16/2020

COUNTY OF SISKIYOU


MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: 
Deputy

Date: 5/19/20

Date: 5/19/20

Unified Business ID.: #600536964

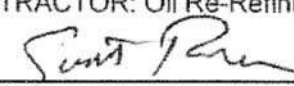
TAXPAYER I.D. 91-1256582

ACCOUNTING:
Fund 2125 Organization 404116 Account 723000

Rate .01

Encumbrance number E2000062

CONTRACTOR: Oil Re-Refining Company


Scott Briggs, President

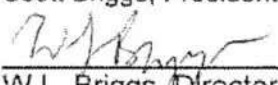

W.L. Briggs, Director



Exhibit "A" Addendum 5/1/2020

To:
Siskiyou County Department of General Services: Sanitation
Attn: Jason Ledbetter; Teresa Ferrari; Rebekah Henley
190 Greenhorn Road
Yreka, CA 96097

This is ORRSCO'S proposal for the 2020-21 year recycling needs for Emulsified Oil and Water.

Re-refining used oil into new lube stock is the preferred recycling option for used oil by both the US EPA and DOE, and promotes sustainability. Our company offers the following services for your review:

Used Oil Recycling Services: Used Oil will be collected from Siskiyou County locations with an Oil/Water Separator Vacuum Truck Service. Current Prices are based on location and market prices for re-refined oil and fuels. Effective 5/1/2020 through 6/30/2021 all locations will be subject to a \$.45 per gallon surcharge on Used Oil collections in addition to the previously agreed upon charges.

Yreka: A1 Auto Repair. Oberlin Road Transfer Station. Cross Petroleum: The charge will be \$125 minimum, three pickups per trip.

Weed: Black Butte Towing. Andy's Transmission: The charge will be \$125 minimum, three pickups per trip.

Mt. Shasta: Black Butte Transfer Station: The charge will be \$125 minimum, three pickups per trip.

Happy Camp: Happy Camp Transfer Station: \$400 round-trip.

Scott Valley Area: Mean Gene's Market. Quartz Valley Indian Reservation. Valley Tire and Tackle. Valley Auto Repair: The charge will be \$125 minimum, three pickups per trip.

Tulelake: Ed Staub and Son's Merrill. Tulelake Transfer Station: On a route basis \$125 minimum, two stops.

If the county has other locations in the area around these various sites, they will be priced similarly. When possible the County Shops and other customers will count for the minimum stops.

Other materials picked up at the same time with used oil and oily water:

Used Oil Filter Recycling Service: \$50 per 55 gallon barrel.

Oily Solids Disposal (oily solids, rags, absorbent, etc.) \$100.00 per 55 gallon barrel.

Clor-D-Tect testing required prior to pickups to determine that the material is not hazardous waste:

\$20.00 or HydroClor high water will be \$40.00 per kit.

Emulsified Oily Water charge will be \$1.00 per gallon.

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

(Used Oil Collection and Recycling Contract #05212018)

THIS FIRST ADDENDUM is to that Contract executed on July 3rd, 2018 between the County of Siskiyou (County) and Oil Re-Refining Company (Contractor).

WHEREAS, the Contract expires on July 30, 2019 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract, Contract Term, shall be amended to extend the term of the contract through June 30, 2021.

All other terms, conditions, and rates of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this first addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 6/4/19

Brandon A. Criss
BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Weir
Deputy

Date: _____

Date: _____

Unified Business ID: **#600536964**

CONTRACTOR: Oil Re-Refining Company

Scott Briggs
Scott Briggs, President

W.L. Briggs
W.L. Briggs, Director

5-14-19

TAXPAYER I.D. **91-1256582**

ACCOUNTING:

Fund **2125** Organization **404116** Account **723000**

Rate **.01**

E1900127



May 14, 2019

Mr. Arthur Boyd
County of Siskiyou
Sanitation Department
190 Greenhorn Road
Yreka, CA. 96097

Dear Mr. Boyd:

Oil Re-refining Company, Inc. is pleased to offer Siskiyou County a two year extension to its present used oil contract until June 30, 2021.

If that is acceptable, please acknowledge by an approved signature.

Thank you for caring for the environment.

Yours truly,

W.L. Briggs
Senior Consultant
Oil Re-refining Company, Inc.

County of Siskiyou

A: 4150 N. Suttle Road * Portland, OR 97217 P: 503.286.8352
F: 503.286.5027 W: www.orrcorecycles.com

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
FOR BOARD OF SUPERVISORS SIGNATURE
(Used oil collection and recycling contract #05212018)

This Contract made this 3rd day of July, 2018 between:

COUNTY: County of Siskiyou Public Works - Sanitation
PO Box 1127
Yreka, CA 96097

And

CONTRACTOR: Oil Re-Refining Company
4150 N. Suttle Rd.
Portland, OR 97217-7717

ARTICLE 1. TERM OF CONTRACT

- 1.01** Contract Term: This Contract shall become effective on July 1, 2018 and shall terminate on July 30, 2019, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

- 3.01** Specific Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of Public Works or his or her designee.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to

VN# @ 2562
CT# E1900127 CC LOG#
ACCT 2125-401116-723000
CT AMT 01 01
ANNUAL TOTAL

protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A. Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Director of Public Works or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of

insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.
- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. County will not withhold state or federal income tax from payment to Contractor.
 - d. County will not make disability insurance contributions on behalf of Contractor.
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.

- 5.12 Records:** All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15 Warranty of Contractor:** Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
 2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at

- County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

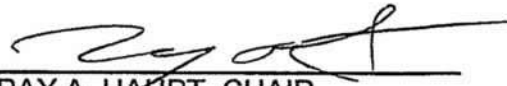
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties.

Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

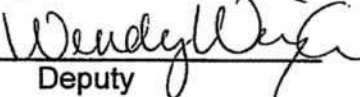
IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 7-3-18

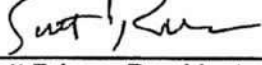

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: 
Deputy

Date: 6-13-18

CONTRACTOR: Oil Re-Refining Company


Scott Briggs, President

Date: 6-13-18


W.L. Briggs, Director

Unified Business ID: #600536964
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 91-1256582

ACCOUNTING:

Fund 2125 Organization 404116 Account 723000

Rate .01

Exhibit "A"



Leaders in Recycling

2/24/2017

To:
Siskiyou County Department of General Services: Sanitation
Attn: Arthur Boyd
190 Greenhorn Road
Yreka, CA 96097

This is ORRCO's proposal for the 2017 – 18 year recycling needs for Emulsified Oil and Water.

Re-refining used oil into new lube stock is the preferred recycling option for used oil by both the US EPA and DOE, and promotes sustainability. Our company offers the following services for your review:

Used Oil Recycling Services: Used Oil will be collected from Siskiyou County locations with an Oil/Water Separator Vacuum Truck Service. Current Prices are based on location and market prices for re-refined oil and fuels.

Yreka: A1 Auto Repair, Oberlin Road Transfer Station. Cross Petroleum: The charge will be \$125 minimum, three pickups per trip.

Weed: Black Butte Towing. Quality Auto and Tire: The charge will be \$125 minimum, three pickups per trip.

Mt. Shasta: Black Butte Transfer Station: The charge will be \$125 minimum, three pickups per trip.

Happy Camp: Happy Camp Transfer Station: \$400 round-trip.

Scott Valley Area: Mean Gene's Gas, Quartz Valley Indian Reservation, Valley Tire and Tackle.
Warren's Repair Service: \$125 per stop minimum, three stops per trip.

Tulelake: Ed Staub and Son's Merrill, Tulelake Transfer Station: On a route basis \$125 minimum, two stops.

If the county has other locations in the area around these various sites, they will be priced similarly. When possible the County Shops and other customers will count for the minimum stops.

Other materials picked up at the same time with used oil and oily water:

Used Oil Filter Recycling Service: \$50 per 55 gallon barrel.

Oily Solids Disposal (oily solids, rags, absorbent, etc.) \$100.00 per 55 gallon barrel.

Clor-D-Tect testing required prior to pickups to determine that the material is not hazardous waste: \$20.00 or HydroClor high water will be \$40.00 per kit.

Emulsified Oily Water charge will be \$1.00 per gallon.

Arthur Boyd
5-1-18



5/1/18

Arthur Boyd
Recycling/ Grant Coordinator
County of Siskiyou – General Services Department
PO Box 1127
Yreka, CA 96097

Dear Arthur:

We are agreeable to renewing for an additional year.

The two signees are:
Scott Briggs, President
W.L. Briggs, Director

You will find attached a copy of the first page ORRCO's recycling permit, for both Klamath Falls and Portland and a letter showing ORRCO is an approved California out-of-state re-refiner.

In addition, a copy of the latest inspection report showing ORRCO is in compliance.

Prices will remain the same. The only note is that ORRCO no longer picks up non-metal used oil or fuel filters as California now classes them as hazardous.

While that doesn't make any sense and we are working on a way to handle them and if and when it is approved ORRCO will get back to you. Oily solids are still handled as in the past.

Yours Truly,

W.L Briggs - Director

Expiration Date: 03/01/2014

Page 1 of 17

In Renewal

SIMPLE
AIR CONTAMINANT DISCHARGE PERMIT

Department of Environmental Quality
Eastern Region
475 NE Bellevue Dr., Suite 110
Bend, OR 97701
(541) 388-6146

This permit is being issued in accordance with the provisions of ORS 468A.040 and
based on the land use compatibility findings included in the permit record.

ISSUED TO:

Oil Re-Refining Company
Dba Industrial Oil
4150 N Suttle Road
Portland, OR 97217

INFORMATION RELIED UPON:

Application No.: 023410
Date Received: 08/13/08

PLANT SITE LOCATION:

1291 Laverne Ave.
Klamath Falls, OR 97601

LAND USE COMPATIBILITY FINDING:

Approving Authority: Klamath County
Approval Date: 08/02/99

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

Linda Hayes-Gorman
Linda Hayes-Gorman, Eastern Region Air Quality Manager

MAR 19 2009

Dated

Source(s) Permitted to Discharge Air Contaminants (OAR 340-216-0020):

Table 1 Code	Source Description	SIC
Part B, #58	Petroleum Refining and Re-refining of Lubricating Oils and Greases Including Asphalt Production by Distillation and the Reprocessing of Oils and/or Solvents for Fuels.	5093

Proposed

26-3048-ST-01
Five Years from Date of Issuance
Page 1 of 22

In Renewal



State of Oregon
Department of
Environmental
Quality

STANDARD **AIR CONTAMINANT DISCHARGE PERMIT**

Department of Environmental Quality
Northwest Region
700 NE Multnomah St., Suite 600
Portland, OR 97232
503-229-5263

This permit is being issued in accordance with the provisions of ORS 468A.040 and based on the land use compatibility findings included in the permit record.

ISSUED TO:

Oil Re-Refining Company, Inc.
4150 N Suttle Road
Portland, OR 97217-7717

PLANT SITE LOCATION:

4150 N Suttle Road
Portland, OR 97217-7717

INFORMATION RELIED UPON:

Application No.: 029076 & 026818
Date Received: 04/25/17 & 04/20/12

LAND USE COMPATIBILITY FINDING:

Approving Authority: City of Portland
Approval Date: 01/27/1984

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

Kieran O'Donnell, Acting Northwest Region AQ Manager

Dated

Source(s) Permitted to Discharge Air Contaminants (OAR 340-216-8010):

Table 1 Code	Source Description	SIC/NAICS
Part B, 64	Petroleum refining and re-refining of lubricating oils and greases including asphalt production by distillation and the reprocessing of oils, and/or solvents for fuels.	2992/423930

*WJT
0.8.17*

Update – California Used Oil & Fuel Filter
Metal Recycling Only

Metal used filters are the only acceptable filter from California. Non-metal filters still remain a California Hazardous Waste and must be kept out of containers that have metal filters going for recycling.

Under California rules for Metal Filters to go for recycling the generator must do one of the following:
Punch a drain hole and hot drain each unit so that no free flowing oil remains, or crushed.

This is not a drip or two, and then into one of our steel, labeled barrels with a good close top ring.

The generator could also crush it so all the free flowing oil is recovered or cut them up and remove the metal.

Our driver should inspect the barrel and then seal it. Then write on the profile and bill of lading the filter appears to contain metal and has been drained.

Non-metal oil and fuel filters are Hazardous Waste in California and must go manifested on a Hazardous Waste permitted hauler to a California approved facility.

ORRCO is working on for an approved method with California and is hopeful to someday be able to pick up the non-metal units to go for crushing, which normally removes at least 20% more oil for recycling, not disposal.

DRAINED METAL FILTERS FOR RECYCLING

USED METAL OIL AND FUEL FILTERS ONLY

**ALL FILTERS MUST BE FULLY GRAVITY DRAINED OF FREE-FLOWING OIL
BEFORE PLACING IN THIS CONTAINER.**

**USED OIL FILTERS MUST BE GRAVITY DRAINED BY ONE OF THE
FOLLOWING METHODS PER 40 CFR §261.4(b):**

- ◊ Puncturing the filter anti-drain back valve or the filter dome end and hot-draining;
- ◊ Hot-draining and crushing;
- ◊ Dismantling and hot-draining; or
- ◊ Any other equivalent hot-draining method that will remove used oil.

ACCUMULATION START DATE ____/____/____



ORRCO™
The oil recycler.

FOR SERVICE CALL (800) 367-8894

ADVISORY: DRAINING OF USED OIL FILTERS

Improperly drained used oil filters must be managed as hazardous waste under California's Hazardous Waste Control Law

During recent inspections, the Department of Toxic Substances Control (DTSC) discovered a significant number of undrained or improperly drained used oil filters that were sent to metal recycling facilities by generators of those filters.

This advisory explains DTSC's regulations governing the management of used oil filters and highlights the draining techniques that DTSC has found to be most effective at removing residual oil from the filters.

Generators who do not wish to manage used oil filters as hazardous waste must satisfy California Code of Regulations, Title 22, section 66266.130.

Generators who drain oil filters at the facility where they were removed from vehicles and use the draining techniques described in the regulations are not required to obtain a hazardous waste facility permit or other form of authorization. Individual do-it-yourself (DIY) oil changers (does not include oil change or vehicle repair businesses) can take their used oil filters to either a Certified Collection Center approved by the Department of Resources, Recycling and Recovery (CalRecycle) or to a Household Hazardous Waste Collection Facility. Only Certified Collection Centers and Household Hazardous Waste Collection Facilities are allowed to accept DIY oil filters without a permit from DTSC.

The Certified Collection Centers and Household Hazardous Waste Collection Facilities are responsible, like all other generators, for properly draining all oil filters they receive before shipping them off-site for recycling. If the oil filters are not properly drained, they must be managed and shipped as hazardous waste under a hazardous waste manifest. Properly drained oil filters may be sent to **recycling facilities** using a



***For more information, contact the
DTSC Regulatory Assistance Office***

(800) 72-TOXIC or (800-728-6942)

From outside California call

(916) 324-2439

or visit www.dtsc.ca.gov

More info on CalRecycle-approved certified used oil collection centers at:

<http://www.calrecycle.ca.gov/usedoil/certcenters/>

bill of lading, and those facilities are allowed to process them without a permit or other authorization from DTSC. Recycling facilities accepting undrained oil filters (or other filter media cartridges that have no metal) must possess a standardized permit or be authorized by DTSC to accept and process undrained oil filters.

Transporters do not need a hazardous waste transporter or hauler registration to accept properly drained oil filters from generators, Certified Collection Centers or Household Hazardous Waste Collection Facilities and transport them to recycling facilities under a bill of lading. The transporter must confirm that the shipment contains only properly drained oil filters.

ADVISORY: DRAINING OF WASTE USED OIL FILTERS

A transporter may not accept or ship oil filters unless the generator or Certified Collection Center has properly drained them, or the shipment is accompanied by a hazardous waste manifest and is shipped to an authorized hazardous waste facility that has a standardized permit or other written authorization from DTSC. If a shipment is discovered to contain undrained filters when it arrives at a recycler, it cannot be returned to the generator. The transporter must ship the undrained filters under a hazardous waste manifest to an authorized hazardous waste facility that has a standardized permit or other written authorization from DTSC. **The undrained filters may not be returned to the original generator for further draining.**

Transporters may also consolidate properly drained filters they collect from various generators (in a "milk run"), and create a new bill of lading that identifies the transporter as the generator. Transporters that create a new bill of lading for a consolidated shipment are considered the generator of that shipment and are responsible for compliance with, and any violation of, section 66266.130. Transportation of undrained filters without a manifest by an unregistered hazardous waste hauler violates the California Hazardous Waste Control Law.

Frequently Asked Questions:

I've had no issues with draining my oil filters before. What's different?

In the past, most metal canister type oil filters were designed so that gravity draining alone was effective at removing the free flowing oil. To meet vehicle manufacturer and vehicle warranty specifications, oil filters in use today are equipped with an anti-drain-back valve device located just inside the filter inlet

openings. This valve keeps oil in the filters when the engine is turned off. Most auto manufacturers require anti-drain-back valves and most filter manufacturers now produce oil filters with anti-drain-back protection that will last for at least 12 hours. This valve ensures the filter is always full of oil when the vehicle is started.

How does this new filter design affect me?

Anti-drain-back valves have been found to prevent oil from fully draining from filters using traditional gravity draining techniques. This is believed to be the primary reason for the undrained or improperly drained oil filters that DTSC has found.

Tips for Draining Oil from Filters:

The regulations allow generators to manually manipulate the anti-drain-back valve to allow the free-flowing oil to exit the filter. However, this valve manipulation can be difficult and time-consuming, because the valve must be held open long enough to allow the oil to drain. It can also be difficult to hold the filter at the proper angle as the valve is being held open. Crushing or puncturing filters prior to gravity-draining (with the hole at the lowest point to facilitate drainage) is the most effective method for properly and reliably draining oil from the filters.

Gravity draining alone does not effectively or reliably drain spin-on canister filters, the most common type of oil filter.

Therefore, one of the other allowable methods of draining should be used to drain those filters. To ensure that filters are emptied of all free-flowing oil, DTSC recommends that the filters be punctured, crushed or opened before draining.

ADVISORY: DRAINING OF WASTE USED OIL FILTERS

Special Note for Filters without Metal Housings:

Filters, including used oil filters without metal housings and used fuel filters without metal housings (also known as filter media cartridges or inserts), are not considered recyclable and cannot be managed in the same way as those with metal housings. See Section 25144.7 of the California Health and Safety Code for more information regarding management of used fuel filters. Unless a generator demonstrates that the used filter media

cartridges or inserts do not exhibit a hazardous waste characteristic, these must be collected and managed as hazardous waste, transported by a registered hazardous waste transporter with hazardous waste manifests, and sent to an authorized hazardous waste facility. These oil and fuel filter cartridges may not be mixed with used oil filters that have metal housings and are being recycled. This commingling would be a violation of the Hazardous Waste Control Law.

The hazardous waste regulation referenced above is reproduced below, as it read on August 24, 2016, for the convenience of the reader. For all current hazardous waste regulations, please see <https://govt.westlaw.com/calregs/Index> under Title 22, Division 4.5.

California Code of Regulations, Title 22, section 66266.130

(a) Used oil filters are to be managed as hazardous waste unless the conditions of one of the following paragraphs are met:

(1) The filters are characterized as being non-hazardous using procedures identified in this division and applicable waste characterization procedures found in federal regulations or;

(2) The conditions of subsection (b) of this section are met and the filters are managed in compliance with the requirements of subsection (c) of this section or;

(3) The filters are generated by persons maintaining their own place of residence (i.e., household waste) and such filters are taken to a collection location (such as a service station, parts retailer, household waste collection location, etc.) or picked-up by a curbside collection system and transferred for purposes of recycling. The filters must be contained after their initial acceptance or collection so as to capture used oil that may separate from them. Upon reaching a location where proper drainage is practical, the filters shall be managed in accordance with subsection (c) of this section.

(b) For the purposes of subsection (c) of this section, "used oil filters" are defined as filters which contain a residue of used oil (as defined in Health and Safety Code Section 25250.1(a)) and which are exempt from regulation as a hazardous waste under the scrap metal provision found in federal law (40 CFR Section 261.6(a)(3)(iv)).

(c) In accordance with subsection (a) of this section, used oil filters that meet the conditions of subsection (b) of this section and are managed and recycled in compliance with the following requirements shall not be regulated as hazardous waste.

(1) The filters are drained of free-flowing used oil. For the purposes of this subsection, free-flowing is defined as a continuous stream of oil exiting the filter when the filter is inverted. Oil exiting drop by drop is not considered to be free-flowing. However, if the filter is equipped with a device (such as a rubber flap located just inside the filter opening) which

ADVISORY: DRAINING OF WASTE USED OIL FILTERS

impedes the drainage of used oil from the filter, that device shall be manipulated to allow the oil to exit the filter freely, or the filter punctured, crushed, opened, drained, or otherwise handled in a manner that will allow the used oil to exit the filter.

(2) The drained used oil filters are transported for purposes of metal reclamation to any of the following:

(A) A smelter or other scrap metal processor where they are recycled or;

(B) A storage facility or consolidation facility that subsequently transfers the filters to a facility described in paragraph (A) or (C) of this subsection or;

(C) A municipal solid waste incinerator for energy recovery, if the residual casings are subsequently transferred to a facility described in paragraph (A) of this subsection, or to a storage or consolidation facility that subsequently transfers the residual casings to a facility described in paragraph (A) of this subsection.

(3) The drained used oil filters are accumulated, stored, and transferred in a closed, rainproof container that is capable of containing any used oil that may separate from the filters placed inside. Drums of used oil filters shall be sealed during transfer so that used oil will not spill out when they are laid upon their sides. Drums shall be secured as a load to prevent movement or tipping during transfer. Containers shall be labelled as "drained used oil filters" (not as hazardous waste) and show initial date of accumulation or receipt on each container of filters.

(4) Storage of less than one ton of used oil filters shall be limited to one year. Storage of one ton or more of used oil filters is limited to 180 days.

(5) Persons generating, transporting, or receiving used oil filters shall use a bill of lading to record the transfer of used oil filters. Bills of lading must indicate generator, transporter, and receiving company names, addresses, telephone numbers, the quantity and size of used oil filter containers transferred, and the date of transfer. A copy of each bill of lading must be kept on the premises of the generator, transporter, and receiving facility where the used oil filters were handled. Copies of bills of lading shall be kept for a period of three years.

(6) Used oil which incidentally accumulates in a container used to store and/or transfer used oil filters shall not be subject to the requirements of Article 13, Chapter 6.5, Division 20, Health and Safety Code (HSC) until after the filters have been removed from the container so long as applicable requirements of this section are met. Used oil that is separated from the used oil filters during draining procedures, as required in paragraph (1) of subsection (c) of this section, shall be managed in accordance with Article 13 (HSC).

(d) A person who treats a used oil filter which has been drained of free-flowing oil in accordance with paragraph (1) of subsection (c) of this section is authorized, for the purposes of Health and Safety Code section 25201, to perform such activities if any used oil or other residue generated in the course of conducting those activities is managed in accordance with the requirements of this division.



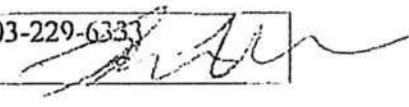
State of Oregon
Department of
Environmental
Quality

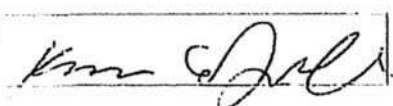
DEQ INSPECTION REPORT
AQ – Northwest Region

County: Multnomah	Source No.: 26-3048-ST-01
Facility Name and Mailing Address: Oil Re-Refining Company, Inc. 4150 N Suttle Rd. Portland, OR 97217	Site Address (if other):

Inspection Date/Time: 4/4/2018: 11:30 am	Reason for Inspection: (check one)	Regularly scheduled inspection	X
		Complaint follow-up	
		Other (MAO Compliance Verification)	X

Permit Type:	ACDP	X	Inspection Type:	Full Compliance Evaluation (TV, ACDP - Synthetic Minor)	
	Title V			Partial Compliance Evaluation (TV, ACDP - Synthetic Minor)	
				Regular Compliance Evaluation	X
				Announced	
					Unannounced

DEQ Inspector(s):	Louis Bivins, Environmental Engineer, 503-229-6331 
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Manager, Air Quality	Kieran O'Donnell, 503-229-5012 
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Facility Representative(s):	Scott Briggs, Jonathan Bousselaire, 503-286-8352
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Overview of Facility

- The permittee operates a used oil reprocessing and blending facility. The process involves heating oil up to 250 degrees Fahrenheit. At this temperature, the water and light ends are driven off through a pipe into a condensing tank. VOC's are emitted along with the water. The main emission points include fuel burning equipment, a rotary kiln, storage tanks, and scrubbers. The facility was built in 1984.
- The facility also processes fats, oils and greases, oily water, and recycles anti-freeze. Oily solids are processed for energy and metal recovery. Light ends that are recovered from dehydration (cooking) of used oil are blended as fuel. Processed used oil is sold as refined

fuel oil product. All water discharges of the facility meet the City of Portland's wastewater treatment standards and are determined to be non-hazardous.

Pre-inspection File Review

- ORRCO's 2017 annual report was reviewed post to inspection and determined compliant with associated permit conditions.

Walk-through of Facility

- Facility clean and kempt with minimal odors.

Permit Conditions Reviewed During Inspection

Permit Condition	Condition Description	Compliance Status
1.6 Fuels and Fuel Sulfur Content	The permittee must not use any fuel other than natural gas, propane, butane, ASTM grade fuel oils, and on, or off-specification used oil.	Reviewed records onsite, plant site fuel oil <0.5% sulfur content for #2 distillate. Facility only burns #2 distillate to operate process equipment. Compliant
	a. Fuel oils must not contain more than:	
	i. 0.3% sulfur by weight for ASTM Grade 1 distillate oil;	
	ii. 0.5% sulfur by weight for ASTM Grade 2 distillate oil;	
	iii. 1.75% sulfur by weight for residual oil;	
2.2 Fuel Metals Content	a. On-site use of fuel, within any of the following ranges, shall be limited to fuel burning devices that operate in continuous compliance with Condition 1.2 and 2.1. i. Arsenic concentration between 5 and 10 ppm, ii. Cadmium concentration	Records reviewed onsite, fuel oil metals content is less than the lower limit for each metal listed in this condition. Compliant

	between 2 and 4 ppm, iii. Chromium concentration between 10 and 20 ppm, iv. Lead concentration 100 and 300 ppm, v. Polychlorinated-biphenols (PCB) concentration between 2 and 49 ppm (PCB concentrations shall be determined prior to any blending or mixing of fuels), and vi. Total halogens between 1000 and 4000 ppm. b. The permittee shall not burn any fuel above the levels set forth in Condition 1.1.a without first receiving prior written approval from the Department.	
2.3 Fuel Sulfur Content	The Permittee shall not burn any ASTM Grade 2 distillate oil, except for fuel used to power motor vehicles, with sulfur content in excess of 0.5 percent by weight.	Permittee only burns #2 distillate fuel at less than 0.5% Sulfur. Compliant
3.1 Monitoring Leakage	The permittee must prepare, implement, and maintain a plan to monitor leakage in all air contaminate discharge sources and to abate off-site odor. The permittee must maintain a copy of the plan at the site during all periods of operation.	Leakage monitored daily. Records reviewed onsite. Compliant
3.2 Odor Reduction Plan	The permittee must update, implement, and maintain a plan to minimize odor emissions to the atmosphere during oil recycling process. The permittee must	Odor inspections completed twice daily. Records reviewed onsite. Compliant

	maintain a copy of the plan on site during all periods of operations.	
5.1 Monitoring Requirements	a. The permittee shall effectively inspect and monitor the operation and maintenance of the plant and associated air contaminate control facilities and shall implement the procedures necessary to monitor and record the following parameters.	
	iv. Product used oil recovered Monthly/annually from dehydrators in tons, v. Sulfur content of fuels burned on site	
	b. The permittee shall monitor and maintain a log of all incoming fuels, wastewater, process waters, oily solids, ethylene glycol, and any other material (other than virgin oil used for incidental office heating) to be processed, reclaimed, and/or used. The log shall be submitted upon request. The log shall include but not be limited to the following: i. Origin of materials ii. Type of materials iii. Date and time of pickup iv. Quantity picked up at each site v. Identification of truck load vi. Point of discharge	All records pertaining to permit Condition 5.1 kept onsite and reviewed during inspection. Compliant
	c. The permittee must at minimum 3 times a week	

	inspect the perimeter of the facility and note any odor on-site and off-site.	
7.3 Odor Log	Permittee must record odors detected from process or from any air contaminant sources during routine inspection (Condition c). The log must show the date, the time, type of process in operation, source of the odor detected, and measures taken to resolve or minimize odor.	Odor log included in daily sheets. Reviewed onsite. Compliant
7.4 Complaint Log	The permittee must maintain a log of all written complaints and complaints received via telephone that specifically refer to air pollution concerns associated to the permitted facility. The log must include a date of contact, time of observed nuisance condition, description of nuisance condition, location of receptor, and status of plant operation during the observed period, a record of the permittee's actions to investigate the validity of each complaint and a record of actions taken for complaint resolution. The permittee shall also provide a response to the complainant and notify the Department not more than 48 hours after receipt of the complaint.	Complaint log consists of complaints emailed to facility from DEQ and citizens. Compliant
8.2 Annual Report	For each year this permit is in effect, the permittee must submit to the Department by February 15 two (2) copies of the following information for the previous calendar year:	Annual report reviewed on 4/19/2018 and determined to comply with stated permit conditions. Compliant

Compliance Status of Facility

Check one of the following:

☒	Facility is in compliance with permit conditions described above.
☐	Facility is not in compliance with one or more of permit conditions described above (provide additional detail below).

Is the facility under a compliance schedule to correct previous compliance problem(s)? Check one of the following:

☒	Facility is not under a compliance schedule to correct previous noncompliance.
☐	Facility is on schedule to correct previous noncompliance.
☐	Facility is not on schedule to correct previous noncompliance (provide additional detail below).

Is the facility under a compliance schedule to comply with future requirement(s)? Check one of the following:

☒	Facility is not under a compliance schedule for future requirement(s).
☐	Facility is on schedule to meet future requirement(s).
☐	Facility is not on schedule to meet future requirement(s) (provide additional detail below).

adquarters
50 N. Suttle Road
rtland, Oregon 97217
one 503-286-8352
I Free 800-367-8894
A# ORD980975692



Goshen, OR: EPA# ORQ000024941
Hoquiam, WA: EPA# WAD988519419
Klamath Falls, OR: EPA# ORD980980775
Kennewick, WA: EPA# WAH000011577
Medford, OR: EPA# ORD987197092
Coos Bay, OR: EPA# ORD980978266
Spokane, WA: EPA# WAH000011585

BILL OF LADING 314301

Date Customer #

Dispatch #

Name		Contact Person		Phone
Address		City	State	Zip County
Consigned To:				
Destination:				

Billing Information

Check# PO#

Via Carrier:

Driver: Truck # Load Ticket #

L/Brl.	Description	Profile Date	CDT / HCDT	pH	Flash Point	Rate per Gal./Brl.	Rate Per Hour	Charge

Void

ive material is being transported for Recycling

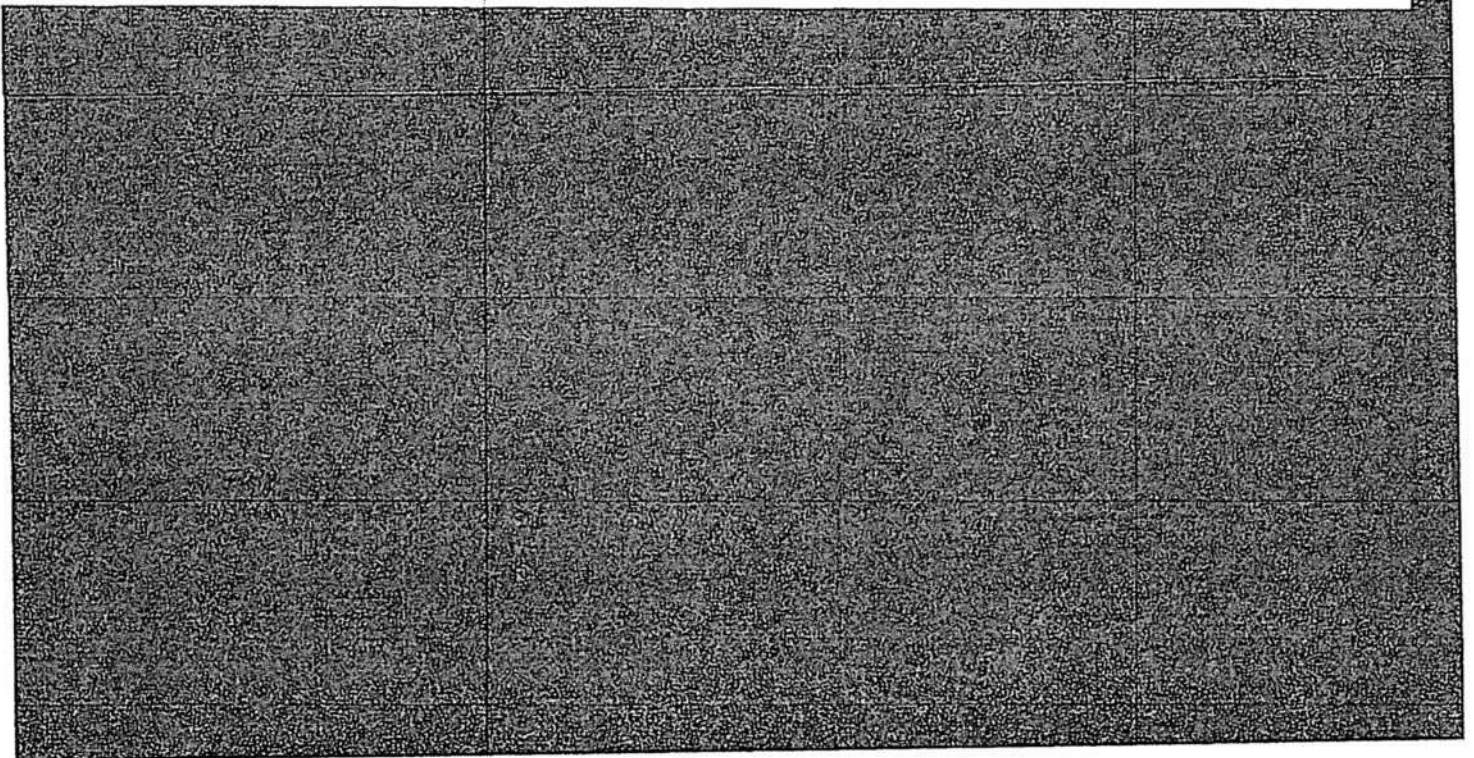
EPA#

Total:

I, authorized representative of the generator of the material described above, I certify that the information contained in this document is 100% accurate and complete. I further certify that this material does NOT constitute a hazardous waste and has NOT been mixed with any hazardous waste such as spent chlorinated solvents or any other contaminants including, without limitation, PCBs, acids, or any other hazardous wastes or substances. In the event that the material described in this document is in fact a hazardous waste, or contains 2 ppm or more of PCBs, I guarantee to pay all necessary for proper analysis, transportation, storage, and disposal as well as any fines, penalties, attorneys fees, expert witness fees and the loss of the petroleum product resulting from contamination / or inaccurate and / or incomplete information concerning the material described above.

red X

Date:





Used Oil Recycling Program

Registered Out-of-State Used Oil Recycling Facilities and Transfer Stations

If you are a registered hazardous waste transporter hauling used oil for processing, refer to the following list of out-of-state facilities that receive and process used oil.

Bango Oil
22211 Bango Road
Fallon, NV 89406

Botavia Energy
44965 Ehrenberg Parker Hwy
Ehrenberg, AZ 85334-9680

Botavia Energy
3174 E. Hwy 80
Yuma, AZ 85365

Clearwater Environmental Management
2430 Almond Drive
Silver Springs, NV 89429

Environmental Management Systems
2132 South 5th Avenue
Phoenix, AZ 85003

Mesa Oil
209 South 57th Avenue
Phoenix, AZ 85043

Mesa Oil
6395 E. 80th Ave
Commerce City, CO 80022

Mesa Oil
20 Lucero Rd
Belen, NM 87002

Oil Re-Refining Company (ORRCO)—Portland
4150 North Suttle Road
Portland, OR 97217

Oil Re-Refining Company (ORRCO)—Klamath Falls
1291 Laverne Avenue
Klamath Falls, OR 97603

Solvent Recy-Clean, Inc
1850 W Broadway Rd
Phoenix, AZ 85041

Thermo Fluids Boise 'B'
2518 Brandt Avenue
Nampa, ID 63687

Thermo Fluids Denver
4845 Forest Street
Commerce City, CO 80022

Thermo-Fluids Las Vegas
9 West Delhi
North Las Vegas, NV 89030

Thermo Fluids Medford
535 Industrial Circle
White City, OR 97503

Thermo Fluids Phoenix
4301 W. Jefferson Street
Phoenix, AZ 85043

Thermo Fluids Portland
12533 SE Carpenter Drive
Clackamas, OR 97015

Thermo Fluids Reno
655 S. Stanford Way
Sparks, NV 89431

Thermo Fluids Salt Lake City
2545 West 500 South
Salt Lake City, UT 84104

Thermo Fluids Tucson
3401 E. Pennsylvania
Tucson, AZ 85713

Universal Lubricants
2824 N. Ohio
Wichita, KS 67219

US Fuel Oil, LLC
3125 Dome Rock Road



STATE OF
WASHINGTON

OIL RE-REFINING COMPANY
21114 NW 51ST
RIDGEFIELD, WA 98642

LEGAL ENTITY REGISTRATION

Office of the Secretary of State
Corporations Division

Unified Business ID #: 600536964

Expiration: Jun-30-2019

Domestic Profit Corporation
Renewed by Authority of Secretary of State