



 ENTERED



August 20, 2019

Mr. John Kieling  
Chief, Hazardous Waste Bureau,  
New Mexico Environment Department  
2905 Rodeo Park Drive East, Building 1  
Santa Fe, NM 87505

**RE: Financial Assurance Mechanism for Advanced Chemical Treatment, Inc. – NMD002208627**

**Dear Mr. Kieling:**

Attached please find the Financial Assurance Mechanism and supporting documents for Advanced Chemical Treatment, Inc.:

- Performance Bond
- Standby Trust Agreement
- Standby Trust Balance Sheet
- Closure Cost Estimate

If NMED requires further information or documents, please contact myself, Krista Harsono at 619-571-5737 or [kharsono@ACTenviro.com](mailto:kharsono@ACTenviro.com) and I will respond in a timely manner.

Regards,

*Krista W. Harsono*

Krista W. Harsono  
Compliance Director  
Advanced Chemical Transport/Treatment

Enclosures

cc: B. Sorensen, Advanced Chemical Treatment  
P. Paduano, Advanced Chemical Transport/Treatment



Appendix A – Performance Bond

## PERFORMANCE BOND

Date bond executed: August 12, 2019

Effective date: August 12, 2019

Principal: Advanced Chemical Treatment, Inc., 6137 Edith Blvd. NE, Albuquerque, NM 87107

Type of organization: Corporation

State of incorporation: New Mexico

Surety(ies): Atlantic Specialty Insurance Company, One State Street Plaza, Floor 31, New York, NY 10004

EPA Identification Number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond [indicate closure and post-closure amounts separately]: EPA Identification Number NMD002208627, Advanced Chemical Treatment, Inc., 6137 Edith Blvd. NE, Albuquerque, NM 87107

Total penal sum of bond: \$457,178

Surety's bond number: 800049265

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the U.S. Environmental Protection Agency (hereinafter called EPA), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA), to have a permit in order to own or operate each hazardous waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance as specified in subpart H of 40 CFR part 264, and obtain the EPA Regional Administrator's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the EPA Regional Administrator(s) from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the closure requirements of 40 CFR part 264, for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the post-closure requirements of 40 CFR part 264 for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has failed to provide alternate financial assurance as specified in subpart H of 40 CFR part 264, and obtain written approval of such assurance from the EPA Regional Administrator(s) during the 90 days following receipt by both the Principal and the EPA Regional Administrator(s) of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the EPA Regional Administrator.

The surety(ies) hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is (are) located, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the EPA Regional Administrator(s), as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the EPA Regional Administrator(s) of the EPA Region(s) in which the bonded facility(ies) is (are) located.

[The following paragraph is an *optional* rider that may be included but is not required.]

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the EPA Regional Administrator(s).

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 40 CFR 264.151(c) as such regulation was constituted on the date this bond was executed.

Signature(s): Walter A. King Principal

Advanced Chemical Treatment, Inc.:

Title(s): President

[Corporate seal]



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )

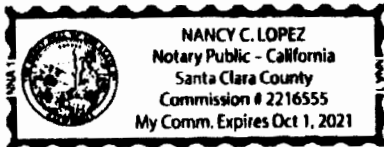
On August 20, 2019 before me, Nancy C. Lopez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Walter H. Singer  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nancy Lopez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bond Number 800049265

Document Date: August 20, 2019 Number of Pages 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Walter H. Singer

Corporate Officer — Title(s): President

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Corporate Surety(ies)

Atlantic Specialty Insurance Company, One State Street Plaza, Floor 31, New York, NY 10004

State of incorporation: New York

Liability limit: \$60,000,000

Signature(s):



Dean Sigurdson, Attorney-In-Fact

[Corporate seal]

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.]

Bond premium: \$9,144



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles Massie, Dean Sigmundson, David W. Massie**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

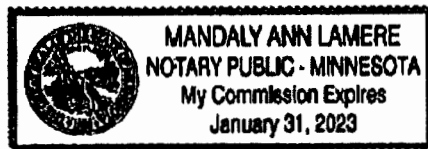
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

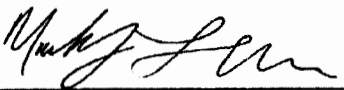
STATE OF MINNESOTA  
HENNEPIN COUNTY



By   
Paul J. Brehm, Senior Vice President

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



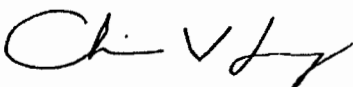
  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of August, 2019.

This Power of Attorney expires  
January 31, 2023



  
Christopher V. Jerry, Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

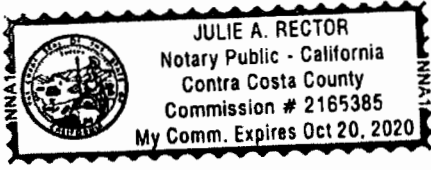
**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Contra Costa }

On August 12, 2019 before me, Julie A. Rector, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Dean Sigmundson  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julie A Rector  
*Signature of Notary Public*

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bond Number 800049265

Document Date: August 12, 2019 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Dean Sigmundson  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_





Appendix B – Standby Trust Agreement

## TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of October 6, 2011, by and between Advanced Chemical Treatment, Inc., a New Mexico corporation, the "Grantor," and Comerica Bank and Trust, NA, a National Bank, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

**Section 1. Definitions.** As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

**Section 2. Identification of Facilities and Cost Estimates.** This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

**Section 3. Establishment of Fund.** The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

**Section 4. Payment for Closure and Post-Closure Care.** The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to

the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

**Section 5. Payments Comprising the Fund.** Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

**Section 6. Trustee Management.** The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, *15 U.S.C. 80a-2.(a)*, shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

**Section 7. Commingling and Investment.** The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, *15 U.S.C. 80a-1 et seq.*, including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

**Section 8. Express Powers of Trustee.** Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates

representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

**Section 9. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

**Section 10. Annual Valuation.** The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

**Section 11. Advice of Counsel.** The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

**Section 12. Trustee Compensation.** The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

**Section 13. Successor Trustee.** The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the

successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

**Section 14. Instructions to the Trustee.** All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

**Section 15. Notice of Nonpayment.** The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

**Section 16. Amendment of Agreement.** This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

**Section 17. Irrevocability and Termination.** Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

**Section 18. Immunity and Indemnification.** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which


the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

**Section 19. Choice of Law.** This Agreement shall be administered, construed, and enforced according to the laws of the State of New Mexico.

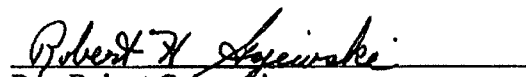
**Section 20. Interpretation.** As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

GRANTOR

  
By: Walter H. Singer  
President, Advanced Chemical Treatment, Inc.

TRUSTEE

  
By: Robert Gajewski  
Senior Vice-President  
Comerica Bank and Trust, NA, a National Bank as Trustee

# SCHEDULE A

## CLOSURE COST ESTIMATE

The following is the most recent closure cost estimate for the Facility as required by 20.4.1.500 NMAC, incorporating 40 CFR 264.142. The cost estimate is based on hiring a third party to close the Facility at a point in the Facility's active life when the extent and manner of its operation would make closure most expensive.

EPA Identification Number	NMD002208627
Name	Advanced Chemical Treatment, Inc.
Address	6133 Edith Blvd., NE Albuquerque, NM 87107

### SUMMARY OF CLOSURE COSTS

Transport of 500 drums to TSD facility	\$159,472.18
Soil Gas Survey	\$17,020.34
Concrete coring and sampling in corrosive room	\$4,446.22
Contingency for excavating sampling and disposal of soil	\$37,217.43
Certification of complete closure by Professional Engineer Registered in the State of New Mexico	\$8,466.22
Closure Report to NMED	\$8,466.22
<b>Total Estimated Closure Costs (in 2011 dollars)</b>	<b>\$235,088.61</b>

## **SCHEDULE B**

**ACT check in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

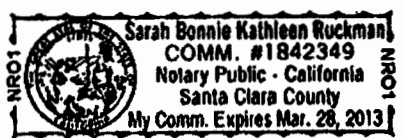
State of California

County of Santa Clara }

On October 6, 2011 before me, Sarah Bonnie Kathleen Ruckman, Notary Public  
Date Info Insert Name and Title of the Officer

personally appeared Walter H. Singer  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) subscribed to the within instrument and acknowledged to me that he ~~she~~ they executed the same in his ~~her~~ their authorized capacity(ies), and that by his ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Last Agreement

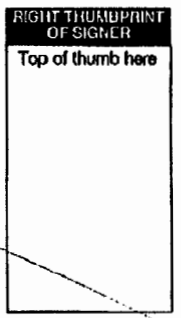
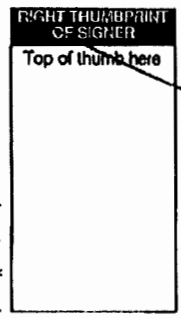
Document Date: October 6, 2011 Number of Pages: 7

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Walter H. Singer Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Resident



Signer Is Representing: Advance  
Chemical Treatment

Signer Is Representing: \_\_\_\_\_

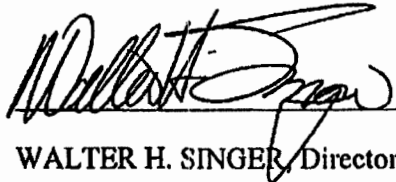
**ADVANCED CHEMICAL TREATMENT, INC.**

**UNANIMOUS WRITTEN RESOLUTION  
OF THE BOARD OF DIRECTORS**

We, the undersigned, being all of the directors of Advanced Chemical Treatment, Inc., a company duly incorporated and existing under the laws of the state of New Mexico, ("the Company"), DO HEREBY ADOPT the following resolution to be as valid and effectual as resolutions passed at a meeting of the Board of Directors of the Company duly convened for that purpose:

It is RESOLVED, effective October 6, 2011, that the signer hereto shall be and is hereby authorized and empowered to establish a post-closure trust and to enter into the Trust Agreement.

Dated: October 6, 2011



WALTER H. SINGER, Director



SUSANA MARTINEZ  
Governor

JOHN A. SANCHEZ  
Lieutenant Governor

NEW MEXICO  
ENVIRONMENT DEPARTMENT

*Hazardous Waste Bureau*

2905 Rodeo Park Drive East, Building 1  
Santa Fe, New Mexico 87505-6303  
Phone (505) 476-6000 Fax (505) 476-6030  
[www.nmenv.state.nm.us](http://www.nmenv.state.nm.us)



DAVE MARTIN  
Secretary

BUTCH TONGATE  
Deputy Secretary

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

November 28, 2011

Walter H. Singer  
President  
Advanced Chemical Transport  
1210 Elko Drive  
Sunnyvale, CA 94089

Lise V. Gorgone  
Vice President, Director of Operations  
Rinchem Company, Inc.  
6133 Edith Boulevard NE  
Albuquerque, NM 87107

**RE: REQUEST FOR TRANSFER OF FINANCIAL RESPONSIBILITY  
CONTAINER STORAGE FACILITY FROM  
RINCHEM COMPANY, INC., TO  
ADVANCED CHEMICAL TRANSPORTATION, INC.  
EPA ID# NMD002208627  
RNCM-11-001**

Dear Mr. Singer and Ms. Gorgone:

The New Mexico Environment Department (NMED) has received notification on the completion of the sale of Rinchem Company Inc.'s (RNCM's) permitted Container Storage Facility located at 6133 Edith Boulevard NE, Albuquerque to Advanced Chemical Treatment, Inc. (ACT) on October 17, 2011. NMED also received ACT's documents, which indicate their method of complying with the Financial Requirements specified at 40 CFR § 264.140 through 40 CFR § 264.151.

NMED has reviewed the Trust Agreement and the Liability Insurance Certificates for the facility submitted by ACT. NMED made the following findings during its review.

1. The Trust Agreement is worded as required in 40 CFR § 264.151(a)(1) and includes the appropriate Schedules A and B. The closure cost estimate appears to be acceptable, but ACT must update it in 2012, adjusting the closure cost estimate for inflation within 60 days prior to the anniversary date of the establishment of the financial instrument(s) used to comply with 40 CFR § 264.143.

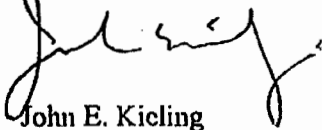
Mr. Singer and Ms. Gorgone  
November 28, 2011  
Page 2

2. NMED found the following deficiencies in the information submitted. Therefore, ACT must submit the following information to NMED:
- i. A signed duplicate original of a new Certificate of Liability Insurance issued to ACT. Pursuant to 40 CFR § 264.147(a)(1)(i), the wording of the certificate must be identical to the wording specified in 40 CFR 264.151(j), which it currently is not.
  - ii. A certification acknowledging ACT's corporate status pursuant to 40 CFR § 264.143(a)(2), which requires that a "Certificate of Acknowledgement" must accompany the Trust Agreement and the wording of the Certificate shall be identical to the wording at 40 CFR § 264.151(a)(2).
  - iii. The Trust Agreement signature page must bear the corporate seal of the Trustee (Comerica Bank), as required by 40 CFR § 264.151(a)(1).
  - iv. Pursuant to 40 CFR § 264.143(a)(1), the Trustee (Comerica Bank) must show that it is an entity which has the authority to act as a trustee and whose trust operations are regulated and examined by a Federal or State agency.

ACT must submit the following information to NMED no later than January 15, 2012. NMED will make a final determination on the transfer of financial responsibility from Rinchem to ACT following receipt and review of the information requested.

Please contact Cornelius Amindyas at (505) 222-9543, if you have further questions on this matter.

Sincerely,



John E. Kicling  
Acting Chief  
Hazardous Waste Bureau

cc: C. Amindyas, NMED HWB  
D. Strasser, NMED HWB  
L. King, EPA-Region 6 (6PD-N)  
File: RNCM 2011 and Reading  
RNCM-11-001



As you describe the situation, Comerica's acceptance and funding of this trust by October 7 is an important, if not critical, element of Middle Market's ability to close a substantial loan to a new corporate client. This account should be administered in the Palo Office of Institutional Trust.

Best of luck in providing additional WM services to the individual owners of this new corporate client once you have been introduced to them by the Middle market lender.

Marc Scheuer  
313-222-3010  
milscheuer@comerica.com

Please be aware that if you reply directly to this particular message your reply may not be secure. Do not use browser e-mail to send us communications which contain unencrypted confidential information such as passwords, account numbers or Social Security numbers. If you must provide this type of information, please visit <http://www.comerica.com> to submit a secure form using any of the "Contact Us" forms. In addition, you should not send, via e-mail, any inquiry or request that may be time-sensitive.

If you receive this e-mail by mistake, please destroy or delete the message and advise the sender of the error by return email.

Vangie R Maynard | Hi Sandro: Can you please confirm that you sup... 10/05/2011 03:54:29 PM

From: Vangie R Maynard/CA/CMA  
To: Sandro Rossini/CA/CMA@CMA  
Cc: John E Mackey/CA/CMA@CMA, Charles Dombrowski/CA/CMA@CMA, Marc L Scheuer/MI/CMA@CMA  
Date: 10/05/2011 03:54 PM  
Subject: Re: Fw: Walter Singer/Post Closure Trust

USUAL TRUST  
COSTS  
N \$10/C/YEAR

Hi Sandro:

Can you please confirm that you support a \$1,500.00 annual trustee fee for this trust? The dollar amount of the fee is not specifically mentioned in the e-mail chain below. We are trying to open this trust by Friday.

Best Regards,

**Evangeline (Vangie) Maynard**

Vice President-Western Market | Alternate Group Manager - San Jose & Palo Alto  
Wealth Management | Comerica Bank

☎ 408.556.5249 | 📠 408.556.5279 | ✉ [VRMaynard@comerica.com](mailto:VRMaynard@comerica.com) | [www.Comerica.com](http://www.Comerica.com) | Comerica  
Customer Resource Center

333 W. Santa Clara St., Suite 220, MC 4835, San Jose, CA 95113



Appendix C – Standby Trust Balance Sheet



Account List  
As Of: August 20 2019  
Settled Balances

ACCOUNTNUMBER	ACCOUNTSHORTNAME	MARKETVALUE	CASHBALANCE	TAXCOST	INVESTMENTOFFICER	ADMINISTRATIVEOFFICER
3085004335	ACT POST CLOSURE	\$470,539.28	\$470,539.28	\$470,539.28	DIRECTED BY CUSTOMER	SAQUANDA NALLS
		<b>\$470,539.28</b>	<b>\$470,539.28</b>	<b>\$470,539.28</b>		





Appendix D – Closure Cost Estimate



October 2, 2017

Mr. Dave Cobrain  
New Mexico Environment Department  
Hazardous Waste Bureau  
2905 Rodeo Park Drive East, Bldg. 1  
Santa Fe, NM 87505

Re: Closure Cost Estimate  
ACTenviro Container Storage Facility, Albuquerque, New Mexico

Dear Mr. Cobrain:

On behalf of ACTenviro (ACT), Daniel B. Stephens & Associates, Inc. (DBS&A) is submitting the attached closure cost estimate (CCE) for their container storage facility (CSF) in Albuquerque, New Mexico. The CCE is based on the listed assumptions, including that the facility is in compliance with the conditions of its permit at the time of closure. It also assumes the maximum permitted quantities of waste are on-site at the time of closure. As required in 40 CFR Part 264.142(a)(2), the CCE is based on 2017 dollars for the costs of hiring a third party to close the CSF. The CCE was prepared by and sealed by a professional engineer employed directly by DBS&A.

Please do not hesitate to call us at (505) 822-9400 if you have any questions or require additional information.

Sincerely,

DANIEL B. STEPHENS & ASSOCIATES, INC.

Thomas Golden, P.E.  
Project Engineer

Gundar Peterson, P.E.  
Senior Engineer

TG  
Attachment  
cc: Jim O'Hara, ACT

*Daniel B. Stephens & Associates, Inc.*

6020 Academy NE, Suite 100 505-822-9400  
Albuquerque, NM 87109 FAX 505-822-8877

**CLOSURE COST ESTIMATE  
ACTenviro CONTAINER STORAGE FACILITY**

Description	Quantity	Units	Cost per Unit	Total Cost 2017 Dollars
<b>Cost for removal/disposal/treatment of:</b>				
<i>Maximum amount of waste at facility at any given time</i>	55,000	gallons	\$	
<b>Waste for fuels blending (including trans)</b>	35,000	gallons	\$ 2.50	\$87,500
<b>Waste for incineration (including trans)</b>	20,000	gallons	\$ 8.00	\$160,000
<i>Wash water/residue generated from closure activities</i>	5,000	gallons	\$ 3.00	\$15,000
<i>Decontamination equipment (sponges, rags, brushes, etc.)</i>	110	gallons	\$ 8.00	\$880
<i>Disposal of contaminated walls</i>	8	cubic yard	\$ 175.00	\$1,400
<i>Disposal of contaminated concrete flooring or asphalt</i>	8	cubic yard	\$ 175.00	\$1,400
<i>Contingency for disposal of contaminated soil</i>	\$266,180	percent	10%	\$26,618
<b>Sampling costs:</b>				
<i>Soil analysis including background samples and surrounding soil composite samples</i>	15	sample (soil)	\$ 870.00	\$13,050
<i>Twelve (12) samples shall be collected from Room D, four (4) samples from the Rear Dock Area, and 4 samples from Room B</i>	20	sample (soil)	\$ 870.00	\$17,400
<i>Samples along the outside walls of rooms D and B</i>	8	sample (swipe)	\$ 305.00	\$2,440
<i>Building structure decontamination samples</i>	2	sample (composite)	\$ 565.00	\$1,130
<i>Concrete floor sample analysis</i>	12	sample (swipe)	\$ 305.00	\$3,660
<i>Retention pond soil samples</i>	2	sample (soil)	\$ 870.00	\$1,740
<i>Retention pond water samples</i>	2	sample (aqueous)	\$ 565.00	\$1,130
<i>Waste profile samples from wash water residue</i>	2	sample (aqueous)	\$ 565.00	\$1,130
<b>Closure certification costs:</b>				
<i>Inspection by NM Registered P.E.</i>	1	lump sum	\$ 4,000.00	\$4,000
<i>Preparation of closure report by NM Registered P.E.</i>	1	lump sum	\$ 20,000.00	\$20,000
<b>Other costs:</b>				
<i>Passive soil gas survey, including laboratory sampling (or similar on-site vadose zone site investigation)</i>	1	lump sum	\$ 20,000.00	\$20,000
<i>Costs for decontamination (labor, equipment, etc.)</i>	23,500	square foot	\$ 2.00	\$47,000
<i>Costs for coring, sampling, etc. (labor, equipment, etc.)</i>	3	day	\$ 2,500.00	\$7,500
<i>Labor costs for sealing cracks, fissures, etc.</i>	16	hour	\$ 75.00	\$1,200
<i>Labor costs for Demo (3-man crew for 10 days)</i>	240	hour	\$ 75.00	\$18,000
<i>Equipment rental (PPE, jack hammer, hand tools, etc.)</i>	10	day	\$ 500.00	\$5,000

**\$457,178**

**Assumptions**

- 1) The facility is in compliance with the conditions of the permit at the time of closure.
- 2) Final closure work will be completed by independent contractors. No equipment from the facility will be used.
- 3) The processing building will be washed out and disinfected, but not demolished.
- 4) This closure cost estimate accounts for all materials on-site, including maximum inventories of processed and unprocessed waste.

