INDUSTRIAL & HAZARDOUS WASTE

IHW # **10737**

FILE TYPE: **CO**

VOL# **1**

INCLUSIVE DATES: **1995**

Media Code/Format: M   ☐ Microfiche
☒ Roll Microfilm

70737

safety-kleen®

6-073-01-6268
CITY OF LAPORTE EQUIP SVCS
2963 N 23RD ST
PO BOX 1115
LA PORTE   TX 77571

Dear Safety-Kleen Customer:

This letter is submitted to you as an **Authorization Letter**, whereby you are choosing to allow Safety-Kleen to report to the TNRCC, on your behalf, the Notice of Registration (NOR) data by electronic medium, the State of Texas Environmental Electronic Reporting System (STEERS).   Through STEERS, you also have the capability to electronically report any monthly and annual waste summary reports you may be required to submit. Safety-Kleen does not submit monthly or annual waste summary reports for you, the generator; however, Safety-Kleen will submit the data required for the NOR.

The use of this letter has been approved by TNRCC to ensure that you are aware that each generator is responsible and accountable for reporting their own waste activity. Although you are choosing to allow Safety-Kleen to report on your behalf, the TNRCC will contact you, not Safety-Kleen, for clarification in the event of errors and/or questions.

After you sign this **Authorization Letter**, this original document will be submitted (along with the attached STEERS Application forms) to the TNRCC as a part of the continuing process to update your Notice of Registration.

Signed _____

Date _4-4-95_____

SWR No. _70737_____

SIGNATURE AUTHORIZATION

To the Executive Director of the Texas Resource Conservation Commission:

A management-controlled password authorization procedure has been implemented by __**SAFETY**__ __**KLEEN CORP.**__ ("Company") at its __'"CLIENT"__ ("Facility") located in __**N/A**__, Texas. The password authorization procedure controls access to environmental data in the Facility's computerized data management system. Henceforth, electronic data will be submitted to the Texas Natural Resource Conservation Commission ("TNRCC") only through computer systems that are controlled by the password authorization procedure and that utilize reporting software pre-approved by the TNRCC as meeting QA/QC standards for electronic submittals. The electronic reports, or paper copies thereof, will be maintained in a reasonably accessible manner to facilitate routine inspections of compliance.

Environmental data, subject to reporting requirements under TNRCC rules, which is transmitted from this Facility to the TNRCC shall be used by the TNRCC as if it were a paper document containing my signature and the signature of the persons authorized to use the system. Environmental data so transmitted shall also be considered to contain the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I certify that I have the authority to enter into this Agreement for the Company under the standards set out in 40 C.F.R. § 270.11(b) (1992) for the Facility with the TNRCC Registration Number _70737_

This Agreement shall be binding on the Company until the TNRCC is notified otherwise.

By accepting the submission of computerized environmental data, the TNRCC agrees that this Facility shall be deemed to be in compliance with TNRCC reporting requirements to the same extent paper copies of such information would have been in compliance with such TNRCC reporting requirements. Additionally, data submitted by the Company shall only be utilized by the TNRCC and such utilization shall be limited to the uses the TNRCC would make of hard copy data had such been submitted. Furthermore, the Company may assert any claims of privilege or confidentiality that it could have asserted had hard copy data been submitted.

Executed this ___4___ day of ___4___, 19 _95_.

Signature: _Isabel Salinas_

Printed Name: _ISABEL SALINAS_

Title: _Supervisor_

STATE OF TEXAS ENVIRONMENTAL ELECTRONIC REPORTING SYSTEM (STEERS)
APPLICATION/LICENSE AGREEMENT

Company Name: **CITY OF LAPORTE EQUIP SVCS**   **6-073-01-6268**

Facility Name: _____

Facility SWR #: **70737**   EPA ID: **TXD981595622**

Mailing Address: **SAFETY KLEEN CORP.**

1000 N. RANDAL RD., ELGIN, ILL. 60123

STEERS is designed to work on a personal computer that meets the following minimum system requirements:

- IBM compatible 286 or greater (386 or greater is preferred; must be protected mode capable)
- DOS 3.0 or greater or OS/2 2.0
- 10 MB available hard disk space
- Compatible MDA, MCGA, CGA, EGA, VGA monitor, with adapter

- 2 MB RAM (memory)
- Modem - 1200-9600 baud using com1 or com2
- Printer - optional (not all will work)
- Mouse - optional - Microsoft Bus or Serial, Logitech Bus or Serial, IBM PS/2, or one 100% compatible with one of the above
- Files and Buffers set to at least 20 in Config.Sys

STEERS is designed for use in a single-user DOS environment. It is not designed for use on a network or with Windows. Each STEERS distribution diskette is configured for one facility and allows reporting for that facility only. A company with multiple facilities that desires one central facility to report must specifically request a multi-configuration program and must submit the paperwork for all associate facilities simultaneously.

In no event will the Texas Natural Resource Conservation Commission (TNRCC) be liable to you for any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the use or inability to use the software of any data supplied therewith even if the TNRCC or anyone else has been advised of the possibility of such damages, or for any claim by any other party. The TNRCC disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the software and the accompanying written materials. Also, the TNRCC is not required to provide any support services. The return of this application constitutes acceptance of these terms.

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PARADOX RUNTIME SUBLICENSE AGREEMENT
(as required by Borland International)

As the end-user of a Paradox Runtime application I:

(1) acknowledge that Paradox Runtime is owned by Borland International and may not be copied by the end user,
(2) will not look to Borland International for any services required by STEERS, and
(3) have no recourse to Borland International for any damages resulting from the use of STEERS.

N/A - RUNTIME NOT DISTRIBUTED   4-4-95

Signature of Authorized Agent   Date