

Casimiro and Guiseppina Damele
3750 Victor Avenue
Oakland CA 94619

22 October 2001

Project No. P257 OOS

Letter Report
Disposal of Investigation-Derived Waste
4401 Market Street
Oakland CA

Dear Mr. and Mrs. Damele:

This letter report documents the disposal of investigation-derived waste generated at/near the subject property. The waste was generated from the installation and sampling of monitoring wells.

On 22 August 2001, two composite soil samples (4 subsamples each) were collected from the eight 55-gallon drums of waste soil. Each composite sample was analyzed for total lead. The laboratory report and chain-of-custody form are attached.

Waste profiles were prepared describing the investigation-derived waste soil and wastewater. The waste profiles are attached.

On 4 October 2001, eight 55-gallon drums of waste soil and three 55-gallon drums of wastewater were picked up from the subject property and disposed of at an appropriately-permitted facility. The disposal documentation is attached.

On 16 October 2001, the wastewater from inside two 55-gallon drums was transferred to new drums and subsequently transported and disposed of at an appropriately-permitted facility. Also on 16 October 2001, 3 empty drums were transported and disposed of at an appropriately-permitted facility. The disposal documentation is attached.

Currently, there are no drums of investigation-derived waste at the subject property.

If you have any questions or comments, please call.

Sincerely,

STREAMBORN



Matthew Hall
Environmental Scientist

OCT 25 2001

Attachments

cc: Don Hwang/Alameda County Department of Environmental Health, Alameda CA

Profile Number: _____
Expiration Date: _____

WASTE PROFILE SHEET TERMS & CONDITIONS

Service Agreement on File?

Yes No

This form is to be used to comply with the requirements of governmental waste screening criteria.

Profile Addendum Attached?

Yes No

A. Waste Generator Information:

- | | |
|--|------------------------------------|
| 1. Generator/Site Name: <u>Casimiro Damele</u> | 2. SIC Code: _____ |
| 3. Site Address: <u>4401 Market Street</u> | 4. Site City: <u>Oakland</u> |
| 5. Site State: <u>CA</u> 7. Zip Code: <u>94608</u> | 6. Site Country: <u>Alameda</u> |
| 8. Generator USEPA/Federal ID#: <u>NA</u> | 9. Site Phone: <u>510/658-9405</u> |
| 10. Customer Name: _____ | 11. Customer Phone: _____ |
| 12. Customer Contact: _____ | 13. Customer FAX: _____ |

B. Waste Stream and Billing Information

1. Waste Description: Soil contaminated with gasoline (and BTEX) Billing Address: PO Box 8330, Berkeley CA 94707
2. State Waste Code: _____
4. Process Generating Waste: Soil cuttings from borings and installation of groundwater monitoring wells
5. Transporter/Transfer Station: _____ 6. Shipping Method: _____
7. Estimated Quantity (Weight & Vol.): _____ per Job Year Other _____
8. Delivery Date(s): _____
9. Personal Protective Equipment Requirements: _____
10. Is this a US Dept. of Transportation (USDOT) Hazardous Material?
 Yes No (If no, skip 10, 11 and 12)
11. Reportable Quantity: _____
12. Hazard Class / I.D. #: _____ 13. Shipping Name: _____

Check if additional information is attached, indicate the number of attached pages: _____

C. Generator's Certification (Please check appropriate responses, sign and date reverse side)

- | | Yes | No | |
|--|-------------------------------------|-------------------------------------|------------------------------|
| 1. Is the waste represented by this waste profile sheet a "Hazardous Waste" as defined by USEPA, Canadian, Mexican, State, or Provincial regulation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2. Does the waste represented by this waste profile sheet contain regulated radioactive material or regulated concentrations of Polychlorinated Biphenyls (PCBs)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. Does this waste profile sheet and all attachments contain true and accurate descriptions of the waste material? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 4. Has all relevant information within the possession of the Generator and Customer regarding known or suspected hazards pertaining to the waste been disclosed to the Contractor? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 5. Is the analytical data attached hereto derived from testing a representative sample in accordance with 40 CFR 261.20(c) or equivalent rules? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> N/A |
| 6. Will all changes that occur in the character of the waste be identified by the Generator and disclosed to the Contractor prior to providing the waste to the Contractor? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 7. Is this waste from a CERCLA site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |

D. WM Management's Decision

1. Management Method: _____
2. Designated Facility: _____ 3. Hours of acceptance: _____ N/A
4. Precautions, Special Handling Procedures, or Limitations on Approval: _____

Generic Approval: Yes No

Special Waste Decision: Approved Disapproved

Sales Person: _____ Date: _____ Technical Manager: _____ Date: _____

GENERATOR AND CUSTOMER MUST READ AND SIGN REVERSE HEREOF

INITIAL _____
INITIAL _____

1. **ACCEPTABLE WASTE.** Customer shall deliver and Company shall accept for disposal or other management purpose only Acceptable Waste. As used herein, "Customer" shall mean both Customer and Generator listed on the reverse hereof. Customer shall deliver the full quantity of Acceptable Waste generated and/or handled by Customer as estimated on the reverse hereof. Acceptable Waste means and includes only such waste as is described on the reverse and which is approved and permitted for management at the Designated Facility listed on the reverse, and shall not include any Nonconforming Waste. As used herein, Nonconforming Waste means waste that: (a) is not in conformance with the description and/or estimated quantity of the waste set forth on the reverse; (b) is or contains any infectious waste, or radioactive, volatile, corrosive, highly flammable, explosive, biomedical, biohazardous material or hazardous, dangerous, or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the reverse; or (c) is prohibited from being received, managed or disposed of at the Designated Facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition.

2. **REPRESENTATIONS & WARRANTIES.** Customer represents and warrants that: (a) the description of the waste set forth on the reverse hereof is true and correct in all material respects; (b) all waste delivered to the Designated Facility by Customer shall be Acceptable Waste as defined above and shall not be or contain Nonconforming Waste; (c) Customer shall, and shall cause any carrier with which it contracts to, handle and transport the waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; and (d) Customer has advised its drivers of Company's prohibition on delivery of Nonconforming Waste, of the definitions and listing of hazardous waste and hazardous substances under applicable federal and state law and regulations and of the definition of Acceptable Waste herein. Company represents and warrants that it shall manage the Acceptable Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations.

3. **WASTE REJECTION.** Company may inspect, analyze or test any waste delivered by Customer and/or may reject, refuse or revoke acceptance of any waste if, in the opinion of Company, the waste or tender of delivery fails to conform to or Customer fails to comply with the terms of this Agreement including by delivery of Nonconforming Waste. Company may also reject any waste which (a) Company reasonably believes would, as a result of or upon disposal or other management, be a violation of local, state or federal law, regulation, ordinance or permits, including land use restrictions or conditions applicable to the Designated Facility; or (b) in Company's opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Company or Customer to potential liability. Company also shall have the right to refuse to accept or to reject any Acceptable Waste in the event of Customer's failure to pay fees owed by Customer hereunder. In the event Company rejects or revokes acceptance of waste hereunder, Customer shall, at its sole cost, immediately remove or arrange to have the rejected waste removed from Company's control or property. Customer shall pay and/or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

4. **SPECIAL HANDLING; TITLE.** If Company elects, in its sole discretion, to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage such Nonconforming Waste in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of Acceptable Waste shall transfer to Company upon its final acceptance of Acceptable Waste. Title to, ownership of and liability for Nonconforming Waste shall at all times remain with Customer. Revocation of acceptance by Company shall operate to re-vest all incidents of ownership in Customer.

5. **INDEMNITY.** Each party hereto (the "Indemnitor") hereby agrees to indemnify, hold harmless and defend the other party, and its owners, officers, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with the breach of any representations or warranties of the Indemnitor set forth in this Agreement, or any negligent actions or omissions or willful misconduct of the Indemnitor, its employees, officers, owners, directors or agents, or the violation of any law, ordinance or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended. Such indemnity shall exclude Damages to the extent they arise as a result of any negligent actions or omissions or willful misconduct of the Indemnitees or their employees, officers, owners, directors or agents. The indemnification obligation hereunder shall arise only in excess of any available and collectible insurance proceeds and the Indemnitor shall be liable hereunder to pay only its share of the amount of Damages, if any, that exceeds the total amount that all insurance has paid for the Damages, plus the total of all deductible and self-insured expenses paid under all insurance policies. The obligations in this Section 5 shall survive the performance and termination of this Agreement.

6. **UNCONTROLLABLE CIRCUMSTANCES; TERMINATION.** Except for the obligation to pay fees hereunder, the performance of this Agreement may be discontinued or temporarily suspended by either party, and neither party shall be deemed to be in breach of this Agreement, in the event performance is prevented by a cause or causes beyond the reasonable control of the affected party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, governmental laws (including nuisance), permit conditions, regulations, restrictions (including land use), condition of the waste, injunction or actions or omissions of third party transporters or other contractors, suppliers or vendors. Company may immediately terminate management services hereunder upon written notice to Customer in the event Customer breaches any term, provision or obligation under this Agreement, in which case, Customer shall be liable for and shall pay to Company all costs and losses incurred by Company as a result of or relating to any such termination.

7. **MISCELLANEOUS.** This Agreement shall be governed by the laws of the state in which the Designated Facility is located. Every provision of this Agreement shall be severable. This Agreement represents the entire understanding and Agreement between the parties relating to the management of waste, except that, if the parties, or their parent companies, are parties to a national service agreement, the terms of such national service agreement shall govern over any inconsistent terms in this Agreement. No representations, statements or Agreements, unless agreed to by the parties in writing, shall modify, change, amend or otherwise affect the obligations undertaken in this Agreement. No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches. Customer may not assign this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' successor and assigns.

THIS IS A LEGALLY BINDING CONTRACT. EACH UNDERSIGNED INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ABOVE AND ON THE REVERSE HEREO AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER/GENERATOR AND COMPANY. BY SIGNING BELOW, CUSTOMER AND GENERATOR INDICATE A FIRST HAND KNOWLEDGE OF THE WASTE'S CHARACTERISTICS AND CERTIFY THE TRUTH OF THE INFORMATION ON THE REVERSE HEREOF. AGREED TO AS OF THE DATES BELOW.

CUSTOMER:

(AUTHORIZED SIGNATURE)

(NAME, TITLE)

DATE:

GENERATOR:

(AUTHORIZED SIGNATURE)

(NAME, TITLE)

DATE:

COMPANY:

(AUTHORIZED SIGNATURE)

(NAME, TITLE)

DATE:

[Signature]
Terry Hoehne, Sec. Lec. Mgr.
7/30/01

(NAME, TITLE)

DATE:

(AUTHORIZED SIGNATURE)
(NAME, TITLE)
DATE:

A Copy of this acceptance profile must accompany every Hazardous & Non-Hazardous manifest

When completed, please Fax to (909) 421-7183		Profile Acceptance #	
Filter Recycling Services, Inc. P.O. Box 449 - Colton, California 92324		Date:	
		Authorized By:	
A. Generator Information		Household	CRUDE
Generator Name: Casimiro Damele		Check if applicable	
Site Address: 4401 Market Street		B. P&H Sales Representative	
City, State, Zip: Oakland CA 94608		Name:	
U.S. E.P.A. ID #: N/A		Phone #:	
Technical Contact: T. Hoehne - North State Env.		C. Recycler Information	
Phone Number: 650-588-2838		Name: North State Environmental	
Fax Number: 650-588-1950		Address: 90 S. Spruce Ave, Ste. C3	
Name of Waste: Purge water		City/State: S. San Francisco, CA 94080	
Process Generating the Waste: Purge water from soil and groundwater investigation		Contact: accounts payable	
		Phone: 650-588-2838	
		Fax: 650-588-1950	

D. Characteristics									
ATTACH ANY MSDS and ANALYTICAL THAT HAS BEEN PERFORMED									
Color	Odor	Physical State @ 70°F	Layers	Free Liquids	E. Metals	TCLP (MSGL)	Toxic (ppm)		
brown	X None	X Liquid	Multi-layered	No	X None				
RTU/LK	MBL	Semi-Solid	X Bi-layered	X Yes	Arsenic		Selenium		
0	Strong	X Solid	Single Layered	95+	%	Barium	Silver		
Flash Point		140 - 200° F	Density		Cadmium		Copper		
< 70° F		> 200° F	Lbs/Gal		Chromium		Nickel		
70-100° F		No Flash	Lbs/Ft		Lead		Zinc		
101-130° F		Exact	API Gravity		Mercury		Cyanides		

F. Physical/Chemical Composition		G. Shipping Information	
HL Range	Water	95+	%
≤ 2	Dirt	< 5	%
2-4			%
4.1-10			%
10.1-12.4			%
≥ 12.5			%
Exact	TOTAL (should = 100%)		%
		Proper Shipping Name: Water, non-hazardous liquid waste	
		Hazard Class: —	
		UNNA #: —	
		State Code: —	
		EPA Code: —	
		RCRA Hazardous: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
		Labels:	
Both Liquids	Both Solids	Drums	One-Time
	X Drum(s)	5	Monthly
Method of Shipment		Boxes/Sacks	Annually
		Yards	X
H. Special Handling Instructions:			

Generator of this waste certifies that the information above is true and accurate. The determination of this waste stream was derived by state certified analysis and/or generator knowledge. If the physical or chemical composition(s) of the waste stream changes, the generator will notify Filter Recycling Services Inc. prior to shipment. The generator is solely responsible for the disposal of any material that may be delivered to Filter Recycling Services, Inc. that is not disclosed in the above profile.

Signature:	Printed Name: Casimiro Damele	Title: Property Owner	Date: 11 September 2001
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Streamborn Consulting Services
900 Sante Fe Avenue
Albany, CA 94706

Attn.: Matthew Hall

Project: P257
4401 Market Street

Attached is our report for your samples received on Thursday August 23, 2001
This report has been reviewed and approved for release. Reproduction of this report
is permitted only in its entirety.

Please note that any unused portion of the samples will be discarded after October 7, 2001
unless you have requested otherwise. We appreciate the opportunity to be of service to you.
If you have any questions, please call me at (925) 484-1919. You can also contact me via email.
My email address is: vvancil@chromalab.com

Sincerely,



Vincent Vancil

Total Lead by AA

Streamborn Consulting Services	✉ 900 Sante Fe Avenue Albany, CA 94706
Attn: Matthew Hall	Phone: (510) 528-4234 Fax: (510) 528-2613
Project #: P257	Project: 4401 Market Street

Samples Reported

Sample ID	Matrix	Date Sampled	Lab #
A	Soil	08/22/2001 10:30	1
B	Soil	08/22/2001 11:00	2

STL ChromaLab

Environmental Services (CA 1094)

Submission #: 2001-08-0459

To: **Streamborn Consulting Services**

Test Method: 7420

Attn.: Matthew Hall

Prep Method: 3050B

Total Lead by AA

Sample ID: A	Lab Sample ID: 2001-08-0459-001
Project: P257 4401 Market Street	Received: 08/23/2001 16:35
Sampled: 08/22/2001 10:30	Extracted: 08/27/2001 15:42
Matrix: Soil	QC-Batch: 2001/08/27-02.17

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Lead	30	5.0	mg/Kg	1.00	08/28/2001 10:57	

1220 Quarry Lane * Pleasanton, CA 94566-4756

Telephone: (925) 484-1919 * Facsimile: (925) 484-1096

STL ChromaLab

Environmental Services (CA 1094)

Submission #: 2001-08-0459

To: **Streamborn Consulting Services**
Attn.: Matthew Hall

Test Method: 7420
Prep Method: 3050B

Total Lead by AA

Sample ID: B	Lab Sample ID: 2001-08-0459-002
Project: P257 4401 Market Street	Received: 08/23/2001 16:35
Sampled: 08/22/2001 11:00	Extracted: 08/27/2001 15:42
Matrix: Soil	QC-Batch: 2001/08/27-02.17

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Lead	ND	5.0	mg/Kg	1.00	08/28/2001 10:59	

STL ChromaLab

Environmental Services (CA 1094)

Submission #: 2001-08-0459

To: **Streamborn Consulting Services**
Attn.: Matthew Hall

Test Method: 7420
Prep Method: 3050B

Batch QC Report
Total Lead by AA

Method Blank	Soil	QC Batch # 2001/08/27-02.17
MB: 2001/08/27-02.17-024		Date Extracted: 08/27/2001 15:42

Compound	Result	Rep.Limit	Units	Analyzed	Flag
Lead	ND	5	mg/Kg	08/28/2001 10:53	

STL ChromaLab

Environmental Services (CA 1094)

Submission #: 2001-08-0459

To: Streamborn Consulting Services

Test Method: 7420

Attn: Matthew Hall

Prep Method: 3050B

Batch QC Report

Total Lead by AA

Laboratory Control Spike (LCS/LCSD)	Soil	QC Batch # 2001/08/27-02.17
LCS: 2001/08/27-02.17-025	Extracted: 08/27/2001 15:42	Analyzed 08/28/2001 10:54
LCSD: 2001/08/27-02.17-026	Extracted: 08/27/2001 15:42	Analyzed 08/28/2001 10:54

Compound	Conc. [mg/Kg]		Exp. Conc. [mg/Kg]		Recovery [%]			RPD		Ctrl. Limits [%]		Flags	
	LCS	LCSD	LCS	LCSD	LCS	LCSD	RPD	Recovery	RPD	LCS	LCSD		
Lead	231	233	250	250	92.4	93.2	0.9	85-115	20				

To: **Streamborn Consulting Services**

Test Method: 7420

Attn.: Matthew Hall

Prep Method: 3050B

Batch QC Report

Total Lead by AA

Matrix Spike (MS / MSD)	Soil	QC Batch # 2001/08/27-02.17
Sample ID: A		Lab Sample ID: 2001-08-0459-001
MS: 2001/08/27-02.17-031	Extracted: 08/27/2001 15:42	Analyzed: 08/28/2001 10:57 Dilution: 1.0
MSD: 2001/08/27-02.17-032	Extracted: 08/27/2001 15:42	Analyzed: 08/28/2001 10:58 Dilution: 1.0

Compound	Conc. [mg/Kg]			Exp. Conc. [mg/Kg]		Recovery [%]		RPD	Ctrl. Limits [%]		Flags	
	MS	MSD	Sample	MS	MSD	MS	MSD		Recovery	RPD	MS	MSD
Lead	255	257	29.8	243	248	92.7	91.6	1.2	85-115	20		

**STREAMBORN
CHAIN-OF-CUSTODY FORM**

2001-08-0459

61227

Project Name: 4401 Market Street	Project Location: Oakland CA	Project Number: P257
Sampler: Matthew Hall	Laboratory: Chromalab	Laboratory Number:

Sample Designation	Date	Time	Matrix			Type		Containers		Preservative	Filtration	Turnaround			Analyses				Sampler Comments	Laboratory Comments	
			Soil	Water	Vapor	Grab	Composite	Quantity	Type			48-Hour	5- Working Days	10-Working Days	Total Lead (TILC)						
A	22-Aug-01	10:30	x				x	1	jar	ice				x							
B	22-Aug-01	11:00	x				x	1	jar	ice				x							

Note: Sampler and laboratory to observe preservative, condition, integrity, etc. of samples and record (under "Comments") any exceptions from standard protocols.

4.3°C

Relinquished By: <i>[Signature]</i>	Received By: <i>Gary Cook</i>	Date: 8/23/01	Time: 14 ²⁵
Relinquished By: <i>Gary Cook</i>	Received By: <i>Deirdre Harrington</i>	Date: 8/23/01	Time: 16 ³⁵

This Memorandum

is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing of record.

Shipper No. **B300855**

Carrier No. **0539**

Page **1** of **1**

NORTH STATE ENVIRONMENTAL

(Name of carrier) (SCAC)

Date

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in item 430, Sec. 1.

TO: **Filter Recycling Services**
 Consignee
 Street **P.O. Box 449**
 City **Colton** State **California** Zip Code **92324**

FROM: **Casimiro Damele**
 Shipper
 Street **4401 Market Street**
 City **Oakland** State **CA** Zip Code **94608**

24 hr. Emergency Contact Tel. No.

Route		Vehicle Number				
No. of Units & Container-Type	HM	BASIC DESCRIPTION Proper Shipping Name, Hazard Class, Identification Number (UN or NA), Packing Group, per 172.101, 172.202, 172.203	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
3XSS		water, NON-HAZARDOUS liquid waste (01091416)	165 Gals			

PLACARDS TENDERED: YES NO

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____"
 (2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NIMEC Item 172.
 (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See section 2(e), item 390, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a), of the Contract Terms and Conditions, for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Signature _____

REMIT C.O.D. TO: ADDRESS _____

COD Amt: \$ _____

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor _____

C.O.D. FEE: PREPAID COLLECT

TOTAL CHARGES: \$ _____

FREIGHT CHARGES: _____

FREIGHT PREPAID (except when box at right is checked) Check box if charges are to be collect

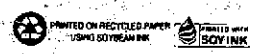
RECEIVED, subject to classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and delivered as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route of said destination, it is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER **Casimiro Damele** CARRIER **North State Environmental**

PER **Casimiro Damele** PER **Alvin [Signature]**

DATE **10-4-01**



3

Order must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, and retained by the Agent.

Shipper No. **B300856**

Carrier No. **0539**

NORTH STATE ENVIRONMENTAL

(Name of carrier) (SCAC)

Date

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

TO: **Altamont Landfill and Resources**
 Consignee
 Street **10840 Altamont Road**
 City **Livermore** State **California** Zip Code **94550**

FROM: **Casimiro Damelio**
 Shipper
 Street **4401 Market Street**
 City **Oakland** State **CA** Zip Code **94608**
 24 hr. Emergency Contact Tel. No.

No. of Units & Container Type	HM	BASIC DESCRIPTION Proper Shipping Name, Hazard Class, Identification Number (UN or NA), Packing Group, per 172.101, 172.202, 172.203	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
8 X55		Waste soil, NON-Hazardous waste solid	4800 LBS			
		PROFILE # (54984800)				

PLACARDS TENDERED: YES NO

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____"
 (2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.
 (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(e) of Item 350, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Signature _____

REMIT C.O.D. TO: ADDRESS

COD Amt: \$ _____

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C.O.D. FEE: PREPAID COLLECT

TOTAL CHARGES: \$ _____

FREIGHT PREPAID Check box if charges are to be collected

(Signature of Consignor)

RECEIVED, subject to classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER **Casimiro Damelio**
 PER **Casimiro Damelio**

CARRIER **North State Environmental**
 PER **Steve Mattia**
 DATE **10-4-01**

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

Shipper No. B300881

Carrier No. 0539

Page of

NORTH STATE ENVIRONMENTAL

(Name of carrier)

(SCAC)

Date

TO: Filter Recycling Services
 Consignee
 Street P.O. Box 449
 City Colton State California Zip Code 92324

FROM: Casimiro Damae
 Shipper
 Street 4401 Market Street
 City Oakland State CA Zip Code 94608

Route		Vehicle Number			
No. of Units & Container Type	BASIC DESCRIPTION Proper Shipping Name, Hazard Class, Identification Number (UN or NA), Packing Group, per 172.101, 172.202, 172.203	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
<u>2 x 55</u>	<u>Water, NON-Hazardous liquid waste</u> <u>(01091416)</u>				

PLACARDS TENDERED: YES NO

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per "

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability to a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See section 2(a) of item 360, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Signature

REMIT C.O.D. TO: ADDRESS

COD Amt: \$

C.O.D. FEE: PREPAID COLLECT \$

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

TOTAL CHARGES: \$

FREIGHT CHARGES: FREIGHT PREPAID Check box if charges are to be collect

(Signature of Consignor)

RECEIVED, subject to classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER Casimiro Damae CARRIER North State Environmental

PER Casimiro Damae PER Steve Miller 1

DATE 10-16-01



STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

Shipper No. 0000082

Carrier No. 0339

NORTH STATE ENVIRONMENTAL

(Name of carrier) (SCAC)

Date

Page of

TO: Gonzales Steel Drum Co.
 Consignee 1324 Fitzgerald Ave
 Street San Francisco
 City California State 94124
 Zip Code

FROM: Casimiro Damelo
 Shipper 4401 Market street
 Street Oakland
 City CA State 94608
 Zip Code

No. of Units & Container Type	H/M	BASIC DESCRIPTION Proper Shipping Name, Hazard Class, Identification Number (UN or NA), Packing Group, per 172.101, 172.202, 172.203	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
<u>3 X 55</u>		<u>empty drum (last contained water)</u>				

PLACARDS TENDERED: YES NO

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per "

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to insure safe transportation. See section 2(e) of item 360, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

REMIT C.O.D. TO: ADDRESS

COD Amt: \$

C.O.D. FEE: PREPAID COLLECT \$

TOTAL CHARGES: \$

FREIGHT CHARGES: FREIGHT PREPAID COLLECT \$

Signature

RECEIVED, subject to classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each carrier at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER Casimiro Damelo
 PER Casimiro Damelo

CARRIER North State Environmental
 PER [Signature]
 DATE 10-16-01

Permanent post-office address of shipper