17 Invertose Drive
Port Colborne, Ontario
Canada L3K 5V5
Tel: 905-835-1203
Toll Free: 888-We-Reduce
Fax: 905-835-6824
www.rawmaterials.com

RMC ISO14001
RAW MATERIALS COMPANY INC.

February 12th, 2013

Via Courier

Mr. Joseph Martens, Commissioner
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Division of Environmental Remediation
Hazardous Waste Manifests and Reporting Section
625 Broadway, 12th Floor
Albany, New York
12233-7252

Dear Mr. Martens:

Re: NYSDEC Annual Report for EPA I.D. Number NYR000100891 – Universal Waste Exports for 2012 Calendar Year

Please find enclosed a copy of Raw Materials Co. Inc. Annual Report for the 2012 calendar year as required by 6NYCRR 374-3.3(k) and 6NYCRR 372.5(f).

Also enclosed is a copy of a letter from NYSDEC dated October 15t, 1998 stating the facilities report requirements.

If you require any additional information please feel free to contact me at our Toll Free number 1-888-937-3382

Sincerely,

Raw Materials Company Inc.

James Ewles
President

Encl. Annual Report
NYSDEC letter dated October 15th, 1998

Cc. Mr. Scott Nelson
Office of Enforcement and Compliance Assurance
Office of Compliance, Enforcement Planning, Targeting and Data (2222A)
ENVIRONMENTAL PROTECTION AGENCY
1200 Penn Avenue NW, Ste. 6144
Washington, DC
20004

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• HAZARDOUS WASTE RECYCLING • BATTERIES • ELECTRONICS • LAMPS • HEAVY METAL WASTE

received
SDM 2/13/2013

ANNUAL REPORT – UNIVERSAL WASTE EXPORTS – CALENDAR YEAR 2012

To: **New York State Department of Environmental Conservation**
Division of Environmental Remediation
Hazardous Waste Manifest and Reporting Section
625 Broadway, 12th Floor
Albany, New York
12233-7252

And;

U.S. Environmental Protection Agency
Office of Enforcement and Compliance Assurance
Office of Compliance, Enforcement Planning, Targeting and Data Division (2222A)
1200 Penn Avenue NW, Ste. 6144
Washington, DC
20004

Exporter: **Raw Materials Company Inc.**

EPA I.D. Number:	NYR000100891
Exporting Address:	812 East Ferry Street Buffalo, New York, USA 14211

Importer: **Raw Materials Company Inc.**

Receiving Address:	17 Invertose Drive Port Colborne, Ontario, Canada L3K 5V5
Mailing Address:	
Ontario MOE Certificate of Approval Number:	A120316

Importer: **Tonolli Canada Ltd.**

Receiving Address:	133 Tonolli Road Mississauga, Ontario, Canada
Mailing Address:	Same
Ontario MOE Certificate of Approval Number:	A220129

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Certification

Under penalty of the law, I have personally examined and am familiar with the information submitted in this and all attached documents and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

Signed:

Lori Spittal
Raw Materials Company Inc.

UNIVERSAL WASTE EXPORTS – SHIPMENT SUMMARY – CALENDAR YEAR 2012

Consignee for shipments:

Raw Materials Company Inc., 17 Invertose Drive, Port Colborne, Ontario, Canada
Tonolli Canada Ltd., 1333 Tonolli Road, Mississauga, Ontario, Canada

Description of Hazardous Waste	EPA HAZ. Waste No.	DOT Hazard Class No.	Total Shipments per Waste Stream 2012	Total Weight (lbs.) 2012	Total Weight (lbs.) 2011	Variance between years (=/-)
Waste Nickel Cadmium Batteries (Vented/Sealed)	D006	8	1	852	9,387	-8,535
Waste Lithium Batteries	D003	9	9	77,879	98,853	-20,974
Waste Alkaline Batteries	D002	8	36	617,340	848,730	-231,390
Waste Lead Acid Batteries	D008	8	7	71,175	80,932	-9,757
Waste Mercury, Contained in Manufactured Articles/Batteries	D009	8	0	0	3,765	-3,765
Air Depolarized Zinc (Non Toxic)	D002	8	0	0	26,210	-26,210
Total Weights				767,246	1,067,877	-300,631
Total number of shipments for waste streams			47	-	53	-6

Transporters for 2012 Shipments:	
Transporter Name	**Transporter Permit Number**
Tonawanda Tank Transport Services Inc.	NYD097644801
Raw Materials Company Inc.	CD-098
Tonolli Canada Inc.	N/A
Mannley Transport Inc.	N/A

New York State Department of Environmental Conservation
Hazardous Waste Report
Site Identification Form
Calendar Year Being Reported - 2012

1. Site EPA ID Number	**EPA ID Number** NY0001008911		
2. Site Name	**Name:** Raw Materials Company		
3.Site Location Information	**Street Address:** 812 East Ferry Street		
	City, Town, Village: Buffalo	**County Code:** Erie	
	State: New York	**Zip Code:** 14211	
4. Site Land Type	☒ Private ☐ County ☐ District ☐ Federal ☐ Tribal ☐ Municipal ☐ State		
5. NAICS Codes for the Site: (enter at least a 5 digit code)	A. 49319	B.	
	C.	D.	
6. Site Mailing Address	**Street or P.O. Box:** 17 Invertose Drive		
	City, Town, Village: Port Colborne		
	State: Ontario	**Country:** Canada	**Zip Code:** L3K 5V5
7.Site Contact Person	**First Name:** James	**MI:**	**Last:** Ewles
	Title: President		
	Street or P.O. Box: 17 Invertose Drive		
	City, Town, Village: Port Colborne		
	State: Ontario	**Country:** Canada	**Zip Code:** L3K 5V5
	Email: jewles@rawmaterials.com		
	Phone: 905-835-1203	**Ext:** 226	**Fax:** 905-835-6824
8. Legal Owner of the Site	**Name of Site's Legal Owner:** KBSD, LLC		**Date Became Owner:** March 8, 2001
	☒ Private ☐ County ☐ District ☐ Federal ☐ Tribal ☐ Municipal ☐ State		
	Street or P.O. Box: 1352 Genesee Street		
	City, Town, Village: Buffalo		**Phone:** 716-332-4068
	State: New York	**Country:** U. S. A.	**Zip Code:** 14211
9. Legal Operator of the Site	**Name of Site's Operator** Raw Materials Company Inc.		**Date Became Operator:**
	☒ Private ☐ County ☐ District ☐ Federal ☐ Tribal ☐ Municipal ☐ State		

10. Type of Regulated Waste Activity
Mark "Y" or "N" for all current activities (as of the date submitting this form); complete any additional boxes as instructed.

A. Current Hazardous Waste Activities; Complete all parts 1 -7.

Y ☐ N ☒ **1. Generator of Hazardous Waste**
If "Yes", mark only one of the following – a, b, or c.

☐ a. LQG: Generates, in any calendar month, 1,000 kg/mo (2,200 lbs/mo) or more of hazardous waste; or Generates, in any calendar month, or accumulates at any time, more than 1 kg/mo (2.2 lbs/mo) of acute hazardous waste; or Generates, in calendar month, or accumulates at any time, more than 100 kg/mo (220 lbs/mo) of acute hazardous spill cleanup material.

☐ b. SQG: 100 to 1,000 kg/mo (220 – 2,200 lbs/mo) of non-acute hazardous waste.

☐ c. CESQG: Less than 100 kg/mo (220 lbs/mo) of non-acute hazardous waste.

Y ☐ N ☒ d. United States Importer of Hazardous Waste

Y ☐ N ☒ e. Mixed Waste (hazardous and radioactive) Generator

Y ☐ N ☒ **2. Transporter of Hazardous Waste**
If "Yes", mark all that apply.

☐ a. Transporter

☐ b. Transfer Facility (at your site)

Y ☐ N ☒ **3. Treater, Storer, or Disposer of Hazardous Waste** Note: a hazardous waste permit is required for these activities.

Y ☐ N ☒ **4. Recycler of Hazardous Waste**

Y ☐ N ☒ **5. Exempt Boiler and/or Industrial Furnace**
If "Yes", mark all that apply

☐ a. Small Quantity On-site Burner Exemption

☐ b. Smelting, Melting, and Furnace Exemption

Y ☐ N ☒ **6. Underground Injection Control**

Y ☐ N ☒ **7. Receives Hazardous Waste from Off-Site**

B. Universal Waste Activities; Complete all parts 1 - 2

Y ☒ N ☐ **1. Large Quantity Handler of Universal Waste (you accumulate 5,000 kg or more of any universal wastes at any time) Indicate types of universal waste managed at your site. If "Yes", mark all that apply.**

☒ a. Batteries

☐ b. Pesticides

☒ c. Mercury containing equipment

☒ d. Lamps

Y ☐ N ☒ **2. Destination Facility for Universal Waste**
Note: A hazardous waste permit may be required for this activity.

C. Used Oil Activities; Complete all parts 1 -4

Y ☐ N ☒ **1. Used Oil Transporter**
If "Yes", mark all that apply.

☐ a. Transporter

☐ b. Transfer Facility (at your site)

Y ☐ N ☒ **2. Used Oil Processor and/or Re-refiner**
If "Yes", mark all that apply.

☐ a. Processor

☐ b. Re-refiner

Y ☐ N ☒ **3. Off-Specification Used Oil Burner**

Y ☐ N ☒ **4. Used Oil Fuel Marketer**
If "Yes", mark all that apply.

☐ a. Marketer Who Directs Shipment of Off-Specification used Oil to Off-Specification Used Oil Burner

☐ b. Marketer Who First Claims the Used Oil Meets the Specifications

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11. Comments

12. 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.

Signature of legal owner, operator, or their authorized representative	Name and Official Title (please print)	Date Signed (mm/dd/yyyy)
	James Ewles, President	02/12/2013

New York State Department of Environmental Conservation
Division of Solid and Hazardous Materials
Bureau of Hazardous Waste Management, Room 448
50 Wolf Road, Albany, New York 12233-7251
Phone: (518) 457-9257 FAX: (518) 485-8769

John P. Cahill
Commissioner

OCT 15 1998

Mr. Rick Unyi
Raw Materials Corporation
P.O. Box 6
Invertose Drive
Port Collbone, Ontario Canada L3K5V7

Dear Mr. Unyi:

This is in response to your September 17, 1998 letter concerning a request for information on the regulatory applicability, to Universal Waste Handlers (UWH), of various reporting requirements of RCRA Subtitle C. Your letter asks for a determination of applicability to UWHs of regular annual reporting.

If the only wastes managed by Raw Materials Corp. are universal waste and exempt scrap metal, the reporting requirements for hazardous waste outlined at 6NYCRR 372.2(c)(2) are not applicable. The Universal Waste Rule is an alternative management regulation which manages hazardous waste independently of other, more standard hazardous waste regulations. Universal wastes are not subject to 6NYCRR Part 372 reporting requirements for generators. Scrap metal being recycled is not subject to 6NYCRR Part 372 requirements at all.

Reporting requirements that would be applicable to your activities are for universal waste exports. 6NYCRR 374-3.3(k) requirements for exports, and the reference to NYCRR 372.5(f) requirements for reporting those exports, remain applicable. No reporting is required for exports of hazardous scrap metal being recycled.

If you have any further questions, please contact John Miccoli of my staff at (518) 485-8988.

Sincerely,

Lawrence J. Nadler

Lawrence Nadler
Chief
Technical Determination Section
Bureau of Hazardous Waste Management
Division of Solid & Hazardous Materials

cc: J. Miccoli

RECEIVED OCT 26

8

From: (905) 835-1203
Reception
RAW Materials
17 Invertose Dr

Port Colborne, ON L3K5V5
CANADA

Origin ID: YCMA

FedEx. Express

J1310121219042G

Ship Date: 12FEB13
ActWgt: 0.5 LB
CAD: 103591146/INCA3370

REF:
DESC-1: Statements/Reports
DESC-2:
DESC-3:
DESC-4:

COUNTRY MFG: CA
CARRIAGE VALUE: 0.00 CAD
CUSTOMS VALUE: 0.00 CAD
T/C: S 316983537 D/T: R
SIGN: Reception
EIN/VAT:
PKG TYPE: ENV

SHIP TO: (202) 272-0167 BILL SENDER

Mr. Scott Nelson
Environmental Protection Agency
Office of Enforcement & Compliance
1200 Penn Avenue NW, Ste 6144

WASHINGTON, DC 20004
US

TRK# 7947 3039 5952
0430

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