EQ - The Environmental Quality Company
Waste Characterization Report

☐ *I authorize EQ - The Environmental Quality Company to choose the appropriate method of waste management, from the technologies offered, at the EQ facilities identified below.*

☐ **Michigan Disposal Waste Treatment Plant** (Stabilization and Treatment)	49350 North I-94 Service Drive, Belleville, Michigan 48111 Phone: 1-800-592-5489 Fax: 1-800-592-5329	EPA ID #MID000724831
☐ **Wayne Disposal, Inc.** (Hazardous & PCB Waste Landfill)	49350 North I-94 Service Drive, Belleville, Michigan 48111 Phone: 1-800-592-5489 Fax: 1-800-592-5329	EPA ID #MID048090633
☑ **EQ Detroit, Inc.** (Stabilization, Wastewater Treatment)	1923 Frederick, Detroit, MI 48211 Phone: 1-800-592-5489 Fax: 1-800-592-5329	EPA ID #MID980991566
☐ **EQ Ohio (Envirite of Ohio)** (Stabilization and Treatment)	2050 Central Avenue, SE, Canton, OH 44707 Phone: 330-456-6238 Fax: 330-456-2801	EPA ID #OHD980568992
☐ **EQ Pennsylvania (Envirite of Pennsylvania)** (Stabilization and Treatment)	730 Vogelsong Road, York, PA 17404 Phone: 717-846-1900 Fax: 717-854-6757	EPA ID #PAD010154045
☐ **EQ Oklahoma, Inc.** (Stabilization, Wastewater Treatment)	2700 South 25th West Avenue, Tulsa, OK 74107-3435 Phone: 918-582-9595 Fax: 918-560-5252	EPA ID #OKD000402396
☐ **EQ Resource Recovery, Inc.** (Solvent Recycling, Fuel Blending, WW Treatment)	36345 Van Born Road, Romulus, Michigan 48174 Phone: 734-727-5500 Fax: 734-326-4033	EPA ID #MID060975844
☐ **EQ Florida, Inc.** (Drum Consolidation, Labpack Decommissioning)	7202 East Eighth Ave., Tampa, FL 33619 Phone: 1-800-624-5302 Fax: 1-813-628-0842	EPA ID #FLD981932494
☐ **EQ Detroit Transfer and Processing** (Drum Transfer/Universal Waste Handling)	2000 Ferry Street, Detroit, MI 48211 Phone: 1-800-592-5489 Fax: 1-800-592-5329	EPA ID #MIK939928313
☐ **EQIS Indianapolis Transfer and Processing** (Drum Transfer/Non-Hazardous Waste Processing)	2650 N. Shadeland Avenue, Indianapolis, IN 46219 Phone: 1-800-592-5489 Fax: 1-800-592-5329	EPA ID #INR000125641
☐ **EQ Atlanta Transfer and Processing** (Drum Transfer/Non-Hazardous Waste Processing)	5600 Fulton Industrial Blvd., Atlanta, Georgia 30336 Phone: 404-494-3520 Fax: 404-494-3560	EPA ID #GAR000039776
☐ **EQ Augusta, Inc.** (Wastewater Treatment)	3920 Goshen Industrial Blvd., Augusta, GA 30906 Phone: 706-771-9100 Fax: 706-771-9124	EPA ID #GAR000011817

Please note, this profile should not be used for wastes destined to EQ Illinois (Envirite of Illinois). For more information, please contact our National Service Center at (800)592-5489.

Waste Common Name: EDS Filters

Section 1 - Generator & Customer Info

SIC/NAICS*:

Generator EPA ID: DE8-570-024-010

Generator: Dover Air Force Base
Address: 600 Chevron
City: Dover
State: DE Zip: 19902
County:

Mailing Address
Address: 600 Chevron
City: Dover
State: DE Zip: 19902

Generator Contact
Name: Deral Freysinger
Title: Environmental
Phone: (302) 677-6845
Fax: ( ) -

*For a list of NAICS codes, please refer to Section 9 of the EQ Resource Guide.

EQ Customer No.: 1471

Invoicing Company
Company: SHAW ENVIRONMENTAL & INFRASTRUCTURE INC
Address: 16406 U.S. ROUTE 224 EAST P O BOX 551
City: FINDLAY
State: OH Zip: 45839-0551
Country:

Invoicing Contact
Name: Betsy Westergren
Phone: (617) 589-1770
Fax: ( ) -

Technical Contact
Name: Greg Norden
Phone: (419) 425-6067
Fax: (419) 425-6085
Mobile: ( ) - Pager: ( ) -
E-mail: greg.norden@shawgrp.com

Section 2 - Shipping & Packaging Info

2.1) Shipping Volume & Unit: 20 to 25 Frequency: One Time Only

2.2) DOT Shipping Name: Hazardous Waste Solid nos (lead, benzene) 9, NA3077 PG III

2.3) Is this waste surcharge exempt? ○ Yes ● No (If you answered "Yes" to question 2.3, select the Surcharge Exemption reason.)

2.4) Packaging (check all that apply)

- ☐ Bulk Solid (yd ^{3}< 2000 lbs/yd ^{3})
- ☐ Bulk Solid (Ton > 2000 lbs./yd ^{3})
- ☐ Bulk Liquids (Gallon)
- ☐ Totes, Size
- ☑ Cubic Yard Boxes/Bags
- ☐ Drums, Size
- ☐ Other (palletized, 5 gal. Pail, etc.)

Quoted bulk disposal charges for solid materials will be billed by the cubic yard, if the waste density is less than 2,000lbs./cubic yard. If waste density is greater than 2,000 lbs./cubic yard, then bulk disposal charges will be billed by the ton, regardless of the approved container.

Section 3 - Physical Characteristics

3.1) Color: BLACK/BROWN 3.2) Odor: Slight

3.3) Does this waste contain any "Potentially Odorous Constituents" as defined in the EQ Resource Guide? (Section 3) ○ Yes ● No

3.4) Physical State at 70 °F: ☑ Solid ☐ Dust/Powder ☐ Liquid ☐ Sludge

3.5) What is the pH of this waste? ☐ ≤ 2 ☐ 2.1-4.9 ☑ 5-10 ☐ 10.1-12.4 ☐ ≥ 12.5

3.6) What is the flash point of this waste? ○ <90 °F ○ 90-139 °F ○ 140-199 °F ● ≥ 200 °F

3.7) Does this waste contain? **(check all that apply)** ☑ **None**

- ☐ Free Liquids
- ☐ Oily Residue
- ☐ Metal Fines
- ☐ Biodegradable Sorbants
- ☐ Amines
- ☐ Ammonia
- ☐ Water Reactive
- ☐ Biohazard
- ☐ Aluminum
- ☐ Shock Sensitive Waste
- ☐ Reactive Waste
- ☐ Radioactive Waste
- ☐ Explosives
- ☐ Pyrophoric Waste
- ☐ Isocyanates
- ☐ Asbestos - non-friable
- ☐ Asbestos - friable
- ☐ Dioxins
- ☐ Furans

Section 4 - Composition / Generating Process

4.1) Describe the physical composition of the waste (i.e., soil, water, PPE, debris, key chemical compounds, etc.)

Carbon Filters from 40. to 60. %

HEPA Filters from 40. to 60. %

4.2) Provide a detailed description of the process generating this waste. (attach flow diagram if available).

Detonating military rounds in an enclosed chamber. Filters were used for the system.

Section 5 - Is This Hazardous Waste?

Please refer to Section 5 of the EQ Resource Guide for a list of waste codes.

As determined by 40 CFR, Part 261 and Michigan Act 451 Rules: **Please list applicable waste code(s):**

5.1) Is this an EPA RCRA listed hazardous waste (F, K, P or U)? ○ Yes ● No

Comments:

5.2) Is this an EPA RCRA characteristic hazardous waste (D001-D043)? ● Yes ○ No D008 D018 D043

Comments:

5.3) Do any State Hazardous Waste Codes apply? ○ Yes ● No

Comments:

5.4) Is this waste intended for wastewater treatment? ○ Yes* ● No

If you answered "No" to questions 5.1, 5.2, and 5.3, please skip to Section 7.
****If you answered "Yes" to question 5.4, please complete the WCR Addendum.***

Section 6 - Hazardous Wastes

6.1) Does this waste exceed Land Disposal Restriction Levels? ● Yes ○ No

6.1a) If this waste stream is greater than 50% soil, does it meet the alternative soil treatment standards of 40 CFR 268.49? ○ Yes ● No

6.1b) Does this waste contain greater than 50% debris, by volume? (Debris is greater than 2.5 inches in size.) ● Yes ○ No

6.2) Is the waste an oxidizer (D001)? ○ Yes ● No

6.3) Does this waste contain reactive cyanide ≥ 250 ppm (D003)? ○ Yes ● No

6.4) Does this waste contain reactive sulfide ≥ 500 ppm (D003)? ○ Yes ● No

6.5) Please indicate which constituent concentrations are below or above the regulatory level. Please indicate the basis used in the determination. Either 'Below' or 'Above' **MUST** be checked for each constituent.

Based On: ○ **Generator Knowledge** ● **Analysis*** ○ **MSDS***

***Please forward a copy. Analysis or MSDS are required for EQ Florida Non-hazardous wastes.**

Code	Regulatory Level TCLP (mg/l)				Concentration (if above)
D004	Arsenic	5	● Below	○ Above	
D005	Barium	100	● Below	○ Above	
D006	Cadmium	1	● Below	○ Above	
D007	Chromium	5	● Below	○ Above	
D008	Lead	5	○ Below	● Above	5.7
D009	Mercury	0.2	● Below	○ Above	
D010	Selenium	1	● Below	○ Above	
D011	Silver	5	● Below	○ Above	
D012	Endrin	0.02	● Below	○ Above	
D013	Lindane	0.4	● Below	○ Above	
D014	Methoxychlor	10	● Below	○ Above	
D015	Toxaphene	0.5	● Below	○ Above	
D016	2,4-D	10	● Below	○ Above	
D017	2,4,5-TP (Silvex)	1	● Below	○ Above	
D018	Benzene	0.5	○ Below	● Above	3.6
D019	Carbon Tetrachloride	0.5	● Below	○ Above	
D020	Chlordane	0.03	● Below	○ Above	
D021	Chlorobenzene	100	● Below	○ Above	
D022	Chloroform	6.0	● Below	○ Above	
D023	o-Cresol	200	● Below	○ Above	

Code	Regulatory Level TCLP (mg/l)				Concentration (if above)
D024	m-Cresol	200	● Below	○ Above	
D025	p-Cresol	200	● Below	○ Above	
D026	Cresols	200	● Below	○ Above	
D027	1,4-Dichlorobenzene	7.5	● Below	○ Above	
D028	1,2-Dicholoroethane	0.5	● Below	○ Above	
D029	1,1-Dichloroethylene	0.7	● Below	○ Above	
D030	2,4-Dinitrotoluene	0.13	● Below	○ Above	
D031	Heptachlor	0.008	● Below	○ Above	
D032	Hexachlorobenzene	0.13	● Below	○ Above	
D033	Hexachlorobutadiene	0.5	● Below	○ Above	
D034	Hexachloroethane	3.0	● Below	○ Above	
D035	Methyl Ethyl Ketone	200	● Below	○ Above	
D036	Nitrobenzene	2	● Below	○ Above	
D037	Pentachlorophenol	100	● Below	○ Above	
D038	Pyridine	5	● Below	○ Above	
D039	Tetrachloroethylene	0.7	● Below	○ Above	
D040	Trichloroethylene	0.5	● Below	○ Above	
D041	2,4,5-Trichlorophenol	400	● Below	○ Above	
D042	2,4,6-Trichlorophenol	2	● Below	○ Above	
D043	Vinyl Chloride	0.2	○ Below	● Above	12

6.6) If this is a characteristic hazardous waste, does it contain underlying hazardous constituents? ● Yes ○ No

If you answered 'Yes', please list the constituents in Section 11.

Section 7 - Non-Hazardous Wastes

For a complete list of non-hazardous waste codes, please refer to Section 7 of the EQ Resource Guide.

Applicable waste code(s):

7.1) Is this a Michigan non-hazardous liquid industrial waste? ○ Yes ● No

Comments:

7.2) Is this a Universal waste? ○ Yes ● No

7.3) Is this a Recyclable Commodity? (e.g.: computer monitors, free mercury, etc.) ○ Yes ● No

7.4) Is this waste a recoverable petroleum product? ○ Yes ● No

7.5) Is this waste used oil as defined by 40 CFR Part 279? ○ Yes ● No

Section 8 - TSCA Information

8.1) What is the concentration of PCBs in the waste? ● None ○ 0-5 ppm ○ 6-49 ppm ○ 50-499 ppm ○ 500+ ppm

8.2) Does the waste contain PCB contamination from a source with a concentration ≥ 50 ppm? ○ Yes ● No

If you answered 'None' to 8.1 and 'No' to 8.2, please skip to Section 9.

8.3) Has this waste been processed into a non-liquid form? ○ Yes ○ No

If yes, what was the concentration of PCBs prior to processing? (ppm) ○ N/A ○ 0-499 ○ 500+

8.4) Is the non-liquid PCB waste in the form of soil, rags, debris, or other contaminated media? ○ Yes ○ No

8.5) Are you a PCB capacitor manufacturer or a PCB equipment manufacturer? ○ Yes ○ No

8.6) Has the PCB Article (e.g., transformer, hydraulic machine, PCB-contaminated electrical equipment) been drained/flushed of all PCBs and decontaminated in accordance with 40 CFR 761.60(b)? ○ N/A ○ Yes ○ No

Section 9 - Clean Air Act Information

9.1) Is this waste subject to regulation under 40 CFR, Part 63, Subpart DD or 40 CFR, Part 264, Subpart CC (RCRA)? ○ Yes ● No
(Does the waste contain >500 ppm Volatile Organic Hazardous Air Pollutants - VOHAP's or Volatile Organic Compounds - VOC's?)
For a complete list of VOHAPs, please see Section 11 of the EQ Resource Guide.

9.2) Is this site, or waste, subject to any other MACT or NESHAP? ○ Yes ● No
If yes, please specify:

9.3) Does this waste stream contain Benzene? ● Yes ○ No
If you answered "No" to question 9.2, please skip to section 10.

9.4) Does the waste stream come from a facility with one of the SIC/NAICS codes listed under the Benzene NESHAP identified in 40 CFR 61, Subpart FF? ○ Yes ● No

9.5) Is the generating source of this waste stream a facility with Total Annual Benzene (TAB) ≥ 10 Mg/year? ○ Yes ● No
For assistance in calculating the TAB, please see the TAB Worksheet in Section 9 of the EQ Resource Guide.

If you answered "No" to question 9.3 <u>and</u> 9.4, please skip to Section 10.

9.6) Does the waste contain > 10% water? ○ Yes ● No

9.7) What is the TAB quantity for your facility? 3.6 Mg/year

9.8) Does the waste contain >1.0 mg/kg total Benzene? ● Yes ○ No

9.9) What is the total Benzene concentration in your waste? (concentration) 3.6 (unit) mg/L

(Supporting analysis must be attached. Do not use TCLP analytical results. Acceptable laboratory methods include 8020, 8240, 8260, 602 and 624.)

*For a list of NAICS codes, please refer to section 9 of the EQ Resource Guide.

Section 10 - Fuel Blending Information

10.1) Is this waste intended for fuel blending? ○ Yes* ● No

If you answered 'Yes' to question 10.1, please enter the following:

Heat value (BTU/lb.) _____
Chlorine (%) _____
Water (%) _____
Solids (%) _____

10.2) Is this waste intended for reclamation? ○ Yes ● No (5-Gallon Sample required for all reclaim waste streams)

Section 11 - Constituent Information

Please identify your waste constituents from these four categories: **Underlying Hazardous Constituents (UHC's), Volatile Organic Hazardous Air Pollutants (VOHAP's), Volatile Organic Compounds (VOC's) and Toxic Release Inventory Constituents (TRI)**

Constituent	Concentration	UHC?
Antimony	1.3 ppm	● Yes ○ No
Thallium	1.6 ppm	● Yes ○ No
Zinc**	23. ppm	● Yes ○ No

Please see Section 11 of the EQ Resource Guide for a list of UHC's, VOHAP's and VOC's. For a complete list of TRI constituents, please refer to 40 CFR 372.65.

Section 12 - Certification

I certify that all information (including attachments) is complete and factual and is an accurate representation of the known and suspected hazards, pertaining to the waste described herein. I authorize EQ's Resource Team to add supplemental information to the waste approval file, provided I am contacted and give verbal permission. I authorize EQ's Resource Team to obtain a sample from any waste shipment for purposes of verification and confirmation. I agree that, if EQ approves the waste described herein, all such wastes that are transported, delivered, or tendered to EQ by Generator or on Generator's behalf shall be subject to, and Generator shall be bound by, the attached Standard Terms and Conditions.

Comments:
logged in

Generator: [signature] Deral L Freysinger
Authorized Generator Signature Printed Generator Name

Company: Dover Air Force Base Title: Env. Protection Specialist Date: 18 Oct 2012

The generator's signature MUST appear on the EQ Waste Characterization Report. If the generator has authorized a third party to certify this document, a written notice (on generator letterhead) must accompany this submittal. Although the EQ Resource Team is authorized to make certain modifications to the information provided on this form, the addition or removal of waste codes and waste constituents must be documented by the generator.

STANDARD TERMS AND CONDITIONS

The Agreement between the Customer and EQ - The Environmental Quality Company and/or its member companies (hereinafter "EQ") related to or associated with Delivered Waste, as herein defined, shall be governed by the following Standard Terms and Conditions in addition to the terms and conditions contained in any Waste Characterization Report, Customer Approval Quote Confirmation, Generator Approval Notification, Notice of Waste Approval Expiration, and/or Credit Agreement associated with such Delivered Waste.

The Customer may use its standard forms (such as purchase orders, acknowledgments of orders, and invoices) to administer its dealings under this Agreement for convenience purposes, but all provisions thereof in conflict with these terms and conditions shall be deemed stricken.

Definitions.

The following definitions shall apply for purposes of this Agreement:

"Acceptable Waste" shall mean any hazardous waste, as defined under applicable State or federal law, determined by EQ as acceptable for treatment and/or disposal in accordance with this Agreement.

"Delivered Wastes" shall mean all wastes (i) which are transported, delivered, or tendered to EQ by the Customer; (ii) which the Customer has arranged for the transport, delivery or tender to EQ; or (iii)) which are transported, delivered, or tendered to EQ under a Credit Agreement between the Customer and EQ.

"Non-Conforming Wastes" shall mean wastes that (a) are not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Characterization Report and this Agreement; (b) have constituents or components of a type or concentration not specifically identified in the Waste Characterization Report (i) which increase the nature or extent of the hazard and risk undertaken by EQ in treating and/or disposing of the waste, or (ii) for whose treatment and/or disposal a Waste Management Facility is not designed or permitted, or (iii) which increase the cost of treatment and/or disposal of waste beyond that specified in EQ's price quote; or (c) are not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation and United States Environmental Protection Agency regulations.

Control of Operations.

EQ shall have sole control over all aspects of the operation of any treatment and/or disposal facility of EQ receiving Delivered Wastes under this Agreement (hereinafter, "Waste Management Facility"), including, without limitation, maintaining EQ's desired volume of Acceptable Wastes being delivered to any Waste Management Facility by the Customer or any other person or entity.

Identification of Waste.

For each waste material to be transported, delivered, or tendered to EQ under this Agreement, the Customer shall provide, or cause to be provided, to EQ a representative sample of the waste material and a completed Waste Characterization Report containing a physical and chemical description or analysis of such waste material, which description shall conform with any and all guidelines for waste acceptance provided by EQ. On the basis of EQ's analysis of such representative sample of the waste material and such Waste Characterization Report, EQ will determine whether such wastes are Acceptable Wastes. EQ does not make any guarantee that it will handle any waste material or any particular quantity or type of waste material, and EQ reserves the right to the decline to transport, treat and/or dispose of waste material. The Customer shall promptly furnish to EQ any information regarding known, suspected or planned changes in the composition of the waste material. Further, the Customer shall promptly inform EQ of any change in the characteristic or condition of the waste material which becomes known to the Customer subsequent to the date of the Waste Characterization Report.

Non-Conforming Wastes.

In the event that EQ at any time discovers that any Delivered Waste is Non-Conforming Waste, EQ may reject or revoke its acceptance of the Non-Conforming Waste. The Customer shall have seven (7) days to direct an alternative lawful manner of disposition of the waste, unless it is necessary by reason of law or otherwise to move the Non-Conforming Waste prior to expiration of the seven (7) day period. If the Customer does not direct an alternative disposal, at its option, EQ may return any such Non-Conforming Wastes to the Customer, and the Customer shall pay or reimburse EQ for all costs and expenses incurred by EQ in connection with the receipt, handling, sampling, analyses, transportation and return to the Customer of such Non-Conforming Wastes. If it is impossible or impractical for EQ to return the Non-Conforming Waste to the Customer, the Customer shall reimburse EQ for all costs, of any type or nature whatsoever, incurred by EQ, solely because such Delivered Waste was Non-Conforming Waste (including, but not limited to, all costs associated with any remedial steps necessary, due to the nature of the Non-Conforming Waste, in connection with material with which the Non-Conforming Waste may have been commingled and all expenses and charges for analyzing, handling, locating, preparing for transporting, storing and disposing of any Non-Conforming Waste).

Customer Warranty - Title to Wastes.

Either the Customer or the generator (if other than the Customer) shall hold clear title, free of any all liens, claims, encumbrances, and charges to Delivered Waste until such waste is accepted by EQ.

Customer Warranty - Acceptable Wastes.

All Delivered Wastes shall be Acceptable Wastes and shall conform in all material respects to the description and specifications contained in the Waste Characterization Report. The information set forth in the Waste Characterization Report or any manifest, placard or label associated with any Delivered Wastes, or otherwise represented by the Customer or the generator (if other than the Customer) to EQ, is and shall be true, accurate and complete as of the date of receipt of the involved waste by EQ.

Customer Warranty - Compliance with Laws.

The Customer shall comply with all applicable federal, state and local environmental statutes, regulations, and other governmental requirements, as well as directives issued by EQ from time to time, governing the transportation, treatment and/or disposal of Acceptable Wastes, including, but not limited to, all packaging, manifesting, containerization, placarding and labeling requirements.

Customer Warranty - Updating Information.

If the Customer receives information that Delivered Waste or other hazardous waste described in the Waste Characterization Report, or some component of such waste, presents or may present a hazard or risk to persons, property or the environment which was not disclosed to EQ, or if the Customer or generator (if other than the Customer) has changed the process by which such waste results, the Customer shall promptly report such information to EQ in writing.

Customer Indemnity.

The Customer shall indemnify, defend and hold harmless EQ, and its affiliated or related companies, and all of their respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys' fees), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including EQ's employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effect on the environment, or any violation or alleged violation of any statues, ordinances, orders, rules or regulations of any governmental entity or agency, caused or arising out of (i) a breach of this Agreement by the Customer, (ii) the failure of any warranty of the Customer to be true, accurate and complete, or (iii) any willful or negligent act or omission of the Customer, or its employees or agents in connection with the performance of this Agreement.

Force Majeure.

EQ shall not be liable for any failure to accept, receive, handle, treat, and/or dispose of Delivered Waste due to an act of God, fire, casualty, flood, war, strike, lockout, labor trouble, failure of public utilities, equipment failure, facility shutdown, injunction, accident, epidemic, riot, insurrection, destruction of operation or transportation facilities, the inability to procure materials, equipment, or sufficient personnel or energy in order to meet operational needs without the necessity of allocation, the failure or inability to obtain any governmental approvals or to meet Environmental Requirements (including, but not limited to voluntary or involuntary compliance with any act, exercise, assertion, or requirement of any governmental authority) which may temporarily or permanently prohibit operations of EQ, the Customer, or the Generator, or any other circumstances beyond the control of EQ which prevents or delays performance of any of its obligations under this Agreement.

Governing Laws.

This Agreement shall in all respects be governed by and shall be construed in accordance with the laws of the State of Michigan applied to contracts executed and performed wholly within such state.