



# HAZARDOUS WASTE EXCLUSION PROGRAM

THE OPERATOR'S PERSPECTIVE TO PREVENT HAZARDOUS  
OR PROHIBITED MATERIALS ENTERING AT LANDFILLS

# HAZARDOUS WASTE Exclusion Program

- ▶ Theory (Software) = Laws, Regulations, SWFP, JTD, WDRs, Plans
- ▶ Practice (Hardware) = What we do everyday to keep Hazardous and Prohibited Materials out of Landfills

# HAZARDOUS WASTE Exclusion Program

## THEORY

# HAZARDOUS WASTE

(GENERIC DEFINITION)

Hazardous waste is waste that has substantial or potential threats to public health or the environment

# 40 CFR 261.3

## HAZARDOUS WASTE

- ▶ A solid waste is a hazardous waste if:
  - ▶ It is listed in subpart D of this part and
  - ▶ Not excluded from regulation as a hazardous waste under §261.4(b) and
  - ▶ It meets the following criteria
    - ▶ It exhibits any of the characteristics of hazardous waste
      - ▶ ignitability, corrosivity, reactivity, or toxicity
    - ▶ It is Radioactive waste

# JOINT TECHNICAL DOCUMENT

- ▶ 1.5.2 Waste Types
- ▶ 1.5.2.1 General
  - ▶ A Class III landfill permit – accept only non-hazardous solid and inert wastes in accordance with 27 CCR, Sections 2022(a) and 20230
  - ▶ No hazardous wastes, designated wastes, or special wastes as defined in 22 CCR shall be disposed at the landfill.
  - ▶ In addition, no semi-solid wastes, radioactive waste, materials of toxic nature (i.e., insecticides, poisons, etc.), infectious materials or hospital or laboratory wastes, pesticide containers (unless rendered nonhazardous by triple rinsing), or septic tank or chemical toilet wastes shall be disposed.
- ▶ A temporary hazardous materials storage facility is available for temporary storage of prohibited materials found during the Waste Load Checking Program

# JOINT TECHNICAL DOCUMENT

- ▶ 1.5.2.2 Hazardous Waste
  - ▶ Facility is not currently permitted to accept hazardous wastes for disposal and strictly forbids acceptance of this type of wastes.
  - ▶ In addition, the existing SWFP does not currently allow the acceptance of:
    - ▶ Hazardous
    - ▶ Radioactive
    - ▶ Medical
    - ▶ Liquid
- ▶ Or other wastes requiring special treatment or handling, except as approved by LEA, Federal, State, and Local Agencies
  - ▶ Appendix B – Hazardous Waste Exclusion Program
    - ▶ Major component of plan is a periodic load-checking program
    - ▶ Various other measures are employed to assist in the exclusion of hazardous or other unacceptable wastes from the site.
    - ▶ Landfill designates and trains staff responsible for conducting the periodic load-checking.



# JOINT TECHNICAL DOCUMENT

- ▶ 6.0 DISPOSAL SITE OPERATIONS
- ▶ 6.2.1 Personnel Training (27 CCR 21600 (b)(5)(H))
  - ▶ Training includes hazardous materials recognition and screening...
  - ▶ The training program includes initial and refresher training in several areas including hazardous waste identification.
- ▶ 6.4.2 Refuse Unloading Operations
  - ▶ Waste vehicles entering the site are inspected for type of wastes and screened for prohibited wastes
  - ▶ The load checking program is part of the Hazardous Waste Exclusion Program



# JOINT TECHNICAL DOCUMENT

- ▶ 7.7 Hazardous Waste Screening Program (27 CCR 21 600 (b)(8)(J))
  - ▶ Regulation state that “owners or operators of all Municipal Solid Waste Landfill units must implement a program at the facility for detecting and preventing the disposal of regulated hazardous wastes...”

# JOINT TECHNICAL DOCUMENT

## APPENDIX B – HAZARDOUS WASTE EXCLUSION PROGRAM

### ▶ Introduction

- ▶ 27 CCR 20870 – Hazardous wastes requires a load-checking program to ensure that hazardous materials are not discharged at landfills.
- ▶ Purpose – Discovering and discouraging attempts to place hazardous or other unacceptable wastes at the landfill
- ▶ Major component of the plan is a random load-checking program
- ▶ Other measures are employed to assist in the exclusion of hazardous and other unacceptable wastes from the site. (Pictures)

### ▶ Load-checking Program

- ▶ Site designates and trains staff responsible for conducting random load-checks at the site.
- ▶ Observations recorded on the data sheet for the load

# JOINT TECHNICAL DOCUMENT

## APPENDIX B – HAZARDOUS WASTE EXCLUSION PROGRAM

- ▶ Additional Exclusion Procedures
  - ▶ Signs – Posted at entrance of facility which clearly state the types of wastes that are not accepted at the site, and that are prohibited.
  - ▶ Observation by Site Personnel – All landfill employees are trained and directed to identify potentially harmful wastes that may be delivered to the site. Heavy equipment operators plays a particular valuable roll.
- ▶ Procedures for Handling Identified Hazardous or Prohibited Wastes
  - ▶ Detection
  - ▶ Cordon Designated Area
  - ▶ Notify Supervisor
  - ▶ County Hazardous Material Unit (if needed)
  - ▶ Transport and disposal through a licensed hazardous waste company
  - ▶ Log incident at site records

# HAZARDOUS WASTE Exclusion Program

**PRACTICE**

# Special Waste Profile



Requested Disposal Facility:  Waste Profile #

Generate this form. (Redacted printing and all required yellow fields are completed)

**I. Generator Information** Sales Rep #:

Generator Name:

Generator Site Address:

City:  County:  State:  Zip:

State ID/Reg No:  State Approval/Waste Code:  (if applicable) NAICS #:

Generator Mailing Address (if different):

City:  County:  State:  Zip:

Generator Contact Name:  Email:

Phone Number:  Ext:  Fax Number:

**II. Billing Information**

Bill To:  Contact Name:

Billing Address:  Email:

City:  State:  Zip:  Phone:

**III. Waste Stream Information**

Name of Waste:

Process Generating Waste:

Type of Waste:  INDUSTRIAL PROCESS WASTE  POLLUTION CONTROL WASTE

Physical State:  SOLID  SEMI-SOLID  POWDER  LIQUID

Method of Shipment:  BULK  DRUM  BAGGED  OTHER:

Estimated Annual Volume:  -- Select Volume Type --

Frequency:  ONE TIME  ONGOING

Disposal Consideration:  LANDFILL  SOLIDIFICATION  BIOREMEDIATION

**IV. Representative Sample Certification**  NO SAMPLE TAKEN

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent rules?  YES or  NO

Type of Sample:  COMPOSITE SAMPLE  GRAB SAMPLE

Sample Date:

Sample ID Numbers:



Waste Profile #

**V. Physical Characteristics of Waste**

Characteristic Components  % by Weight (range)

1.

2.

3.

4.

5.

Color:  Odor (describe):  Does Waste Contain Free Liquids?:  YES or  NO % Solids:  pH:  Flash Point:  °F

**Attach Laboratory Analytical Report (and/or Material Safety Data Sheet) Including Chain of Custody and Required Parameters Provided for this Profile**

Does this waste or generating process contain regulated concentrations of the following Pesticides and/or Herbicides: Chlordane, Endrin, Heptachlor (and its epoxides), Lindane, Methoxychlor, Toxaphene, 2,4-D, or 2,4,5-TP Silvex as defined in 40 CFR 261.33?  Yes or  No

Does this waste contain reactive sulfides (greater than 500 ppm) or reactive cyanide (greater than 250 ppm) [reference 40 CFR 261.23(a)(5)]?  Yes or  No

Does this waste contain regulated concentrations of Polychlorinated Biphenyls (PCBs) as defined in 40 CFR Part 761?  Yes or  No

Does this waste contain concentrations of listed hazardous wastes defined in 40 CFR 261.31, 261.32, 261.33, including RCRA F-Listed Solvents?  Yes or  No

Does this waste exhibit a Hazardous Characteristic as defined by Federal and/or State regulations?  Yes or  No

Does this waste contain regulated concentrations of 2,3,7,8-Tetrachlorodibenzodioxin (2,3,7,8-TCDD), or any other dioxin as defined in 40 CFR 261.31?  Yes or  No

Is this a regulated Radioactive Waste as defined by Federal and/or State regulations?  Yes or  No

Is this a regulated Medical or Infectious Waste as defined by Federal and/or State regulations?  Yes or  No

Is this waste a reactive or heat generating waste?  Yes or  No

Does the waste contain sulfur or sulfur by-products?  Yes or  No

Is this waste generated at a Federal Superfund Clean Up Site?  Yes or  No

Is this waste from a TSD facility, TED like facility or consolidator?  Yes or  No

**VI. Certification**

I hereby certify that to the best of my knowledge and belief, the information contained herein is a true, complete and accurate description of the waste material being offered for disposal and all known or suspected hazards have been disclosed. All Analytical Results/Material Safety Data Sheets submitted are truthful and complete and are representative of the waste.

I further certify that by utilizing this profile, neither myself nor any other employee of the company will deliver for disposal or attempt to deliver for disposal any waste which is classified as toxic waste, hazardous waste or infectious waste, or any other waste material that is prohibited from accepting by law. I shall immediately give written notice of any change or condition pertaining to the waste not provided herein. Our company hereby agrees to fully indemnify this disposal facility against any damages resulting from this certification being inaccurate or untrue.

I further certify that the company has not altered the form or content of this profile sheet as provided by Republic Services Inc.

Authorized Representative Name And Title (Type or Print)  Company Name

Authorized Representative Signature  Date



# Special Waste Service Agreement



## SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: \_\_\_\_\_

<u>Generator Billing Information</u>	<u>Republic Waste Location (Company)</u>
Name: _____	_____
Address: _____	_____
City: _____	_____
State: _____ Zip: _____	_____
Phone: _____ Fax: _____	_____
Contact: _____	_____

Project: \_\_\_\_\_ County and State of Origin: \_\_\_\_\_

Additional Information: \_\_\_\_\_

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.

2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 here and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) **Rates for Disposal:**

Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
_____	Landfill	_____	See additional info below	_____

Additional Information: \_\_\_\_\_

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of \_\_\_\_\_ Without Prior Approval of Company.

(B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference to this Agreement as if fully set forth herein:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

4. **Term of Agreement.** This Agreement is effective for \_\_\_\_\_ months, commencing \_\_\_\_\_ and shall automatically be renewed for a similar term hereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

**THIS COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALED AT THE BOTTOM OF THE PAGE.**

<u>GENERATOR</u>	<u>REPUBLIC SERVICES, INC./COMPANY</u>
SIGNATURE (AUTHORIZED REPRESENTATIVE) _____	SIGNATURE (AUTHORIZED REPRESENTATIVE) _____
NAME AND TITLE (PLEASE PRINT) _____	NAME AND TITLE (PLEASE PRINT) _____
DATE _____	DATE _____

May 2019

### Terms and Conditions of Special Waste Service Agreement

1. **1. The Agreement.** This agreement of the parties ("Agreement") to the disposal of Special Waste shall consist of this Agreement, orders to the Agreement (if any) and any applicable permit and approval that may be applicable to such Waste.
2. **2. Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials, or asbestos, or toxic gases or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall not be accepted at the Unacceptable Waste. The Generator shall at its own expense be liable for the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and codes regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
3. **3. Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any application which is submitted hereto or subsequently approved by the Company, (ii) will meet the material description as set forth in any application and otherwise in all applicable permits and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement or prior to delivery of such Waste to Company. Generator has provided an application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. The terms and conditions of this Agreement shall be deemed to apply to all Special Waste delivered to or disposed of by Company, shall at all times remain with Generator and Broker if a Broker is involved.
4. **4. Status of Materials/Disposal.** The Generator shall report all Waste at the location of collection and shall retain any and all Unacceptable Waste. Company has the right to refuse, to reject or refuse after acceptance, any loads of Wastes delivered to its Facility including if the Company believes the Generator has intended for its transportation, ownership, control, possession or agreement hereunder, or any applicable federal, state or local laws, regulations, rules or codes, when it or its portion of such Waste is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste hereunder, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not be deemed to waive the Generator of its responsibilities or liability under the Agreement. The Generator shall be responsible for, and bear all reasonable expense and damages incurred by the Company, as a result of the unacceptable Waste and in the event of a breach of the Agreement, the Generator is deemed to be in breach of the Facility. The Company may, also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
5. **5. Limited Access to Entry.** This Agreement provides Generator with access to enter the Facility for the limited purpose of, and only for the sole purpose necessary for, offloading Acceptable Waste at the Facility at the main entrance to the Company. Except as otherwise provided, the Generator's personnel shall not leave the immediate vicinity of their vehicle after offloading the Waste. Generator's personnel shall promptly leave the Facility, under no circumstances, shall be permitted or its personnel engage in any scavenging of wastes or other materials at the Facility. The Company reserves the right to revoke and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste and any other matters necessary or desirable for the safe, fast and efficient operation of the Facility, including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and imposed from time to time. Company may refuse to accept Waste from and shall deny an entrance license to any of Generator's personnel when Company believes to under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner while at the facility of Company.
6. **6. Charges and Payment.** Payment shall be made to Generator within thirty (30) days after receipt of this Agreement. Generator agrees to pay a license charge equal to the maximum amount set forth by law. Generator shall be liable for all taxes, fees, or other charges imposed herein by the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify these rates every 90 days written notice to Generator.
7. **7. Intellectual Property.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all information shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company shall terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
8. **8. Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been instructed by Generator of the Company's policies on collection of hazardous materials or substances, radioactive materials, or substances, or toxic gases or substances or any other Unacceptable Waste to the Facility of Generator's restrictions on delivery of Special Waste to the Facility, and its policies, terms or conditions regarding "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local laws and regulations and "Special Waste" as provided herein, and of the terms of this Agreement to enter Company's Facility.
9. **9. Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subcontractors, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, damages, costs, expenses, or other obligations, including reasonable attorneys' fees arising under federal, state or local laws, regulations or ordinances, or relating to the conduct of the Waste or arising out of or in connection with any breach of the Agreement or arising out of the recipient collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for licensed inspection, testing, and analysis costs, which may be incurred due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. The indemnification and other obligations under this paragraph shall survive the termination of this Agreement.
10. **10. Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:
 

<b>Coverages</b>	<b>Minimum Amounts of Insurance</b>
Waste/Construction	\$20,000,000
General Liability	\$2,000,000 (combined single limit)
Automobile Liability	\$500,000 (combined single limit)
11. **11. Insurance (continued).** All insurance will be insurers authorized to do business in the state in which the risk is located. 100% of Generator being allowed on Facility premises. Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Such receipts shall not thereafter be cancelled or waived or lapse or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.
12. **12. Failure to Perform.** Neither party herein shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, fire, floods, civil disturbances or sabotage, changes in law, force, federal, state and provincial laws or regulations, accidents, weather, acts of God, or other natural occurrences, or acts of God or any other force majeure. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority has any action effecting closure of the Facility, (i) limit the quantity or prohibit the disposal of Waste at the Facility, or (ii) limit the ability of or prohibit Generator from entering through to the Facility, the Company shall have the right of its option, its refusal, suspended or terminate Generator's access to the Facility immediately, without prior notice and without any additional liability incurred by the parties, other than Generator's primary obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
13. **13. Force Majeure.** The occurrence of any of the following events shall also constitute an event of force majeure and shall give the Company the right to immediately terminate this Agreement:
  - (a) A pattern for reorganization or bankruptcy filed by or against the Generator.
  - (b) Failure by Generator to pay any amounts due to Company.
  - (c) Any breach by Generator of any of its obligations hereunder under this Agreement.
14. **14. Generator shall be liable for and shall indemnify, defend and hold harmless** Company from any losses, claims, expenses or damages incurred by the Company, as a result of termination hereunder.
15. **15. Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, singly or jointly in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company. Any assignment, transfer or other disposition of the Agreement, without the prior written consent of the Company, shall be null and void. Generator warrants that it will not assign, transfer or otherwise vest its rights and obligations under the Agreement to a subsidiary or affiliate corporation.
16. **16. Staff of Generator.** This Agreement does not grant any right of access to Waste other than in accordance with the terms of this Agreement. Generator shall be responsible for the Company's employees who are present at the Facility and Generator's personnel in the event of breach or violation by Generator of any of its obligations under the Agreement. The Company's employees who are present at the Facility are not employees of Generator.
17. **17. Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information or information not previously provided to the Company by Generator which may affect the information of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to, providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate application or, (ii) reapplying the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iii) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (iv) all of the above.
18. **18. Miscellaneous:**
  - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
  - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any past or succeeding breach of the same obligation or of any other obligation of the Agreement.
  - (C) No modification, release, discharge or waiver of any provision or obligation herein shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
  - (D) Generator shall meet its obligations and not decline to show damage or subsequent to the terms of this Agreement, issued on its responsibility under this Agreement, or to comply with any applicable law or regulation, any information including any technical information, experience or safety regarding the Company's plans, programs, plans, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement without such notice occurring at the prior written consent of the other Contracting Party.
  - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and enforceable without regard to such term, phrase, obligation or provision.
  - (F) This Agreement constitutes the entire understanding between the parties, replacing and superseding any prior agreements between the parties, and shall be binding upon all parties herein, including the Company's plans, programs, plans, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement without such notice occurring at the prior written consent of the other Contracting Party.
  - (G) Generator represents, warrants and covenants that it is and during the term of this Agreement will not be in violation with any applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
  - (H) If in the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, for an authorized representative of the Generator.
  - (I) **19. Notice.** All notices hereunder provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address listed next to this Agreement to such other address as may be given by the other party in writing.
  - (J) **20. Unilateral Termination.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with Paragraph 4 hereof, then the Generator shall be liable to the Company by the Generator the Generator shall pay, as liquidated damages and not as a penalty, the greater of an amount equal to six (6) months' advance charges or the contractor's most recent monthly charge (subject to \$5,000). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, devices, and living of employees, undertaken by the Company to service its customers, including the Generator. This liquidated damages clause in no way releases the Generator from its obligations and liability for other cost or damages set forth elsewhere in this agreement.

GENERATOR: \_\_\_\_\_ REPUBLIC SERVICES/COMPANY: \_\_\_\_\_ May 2019

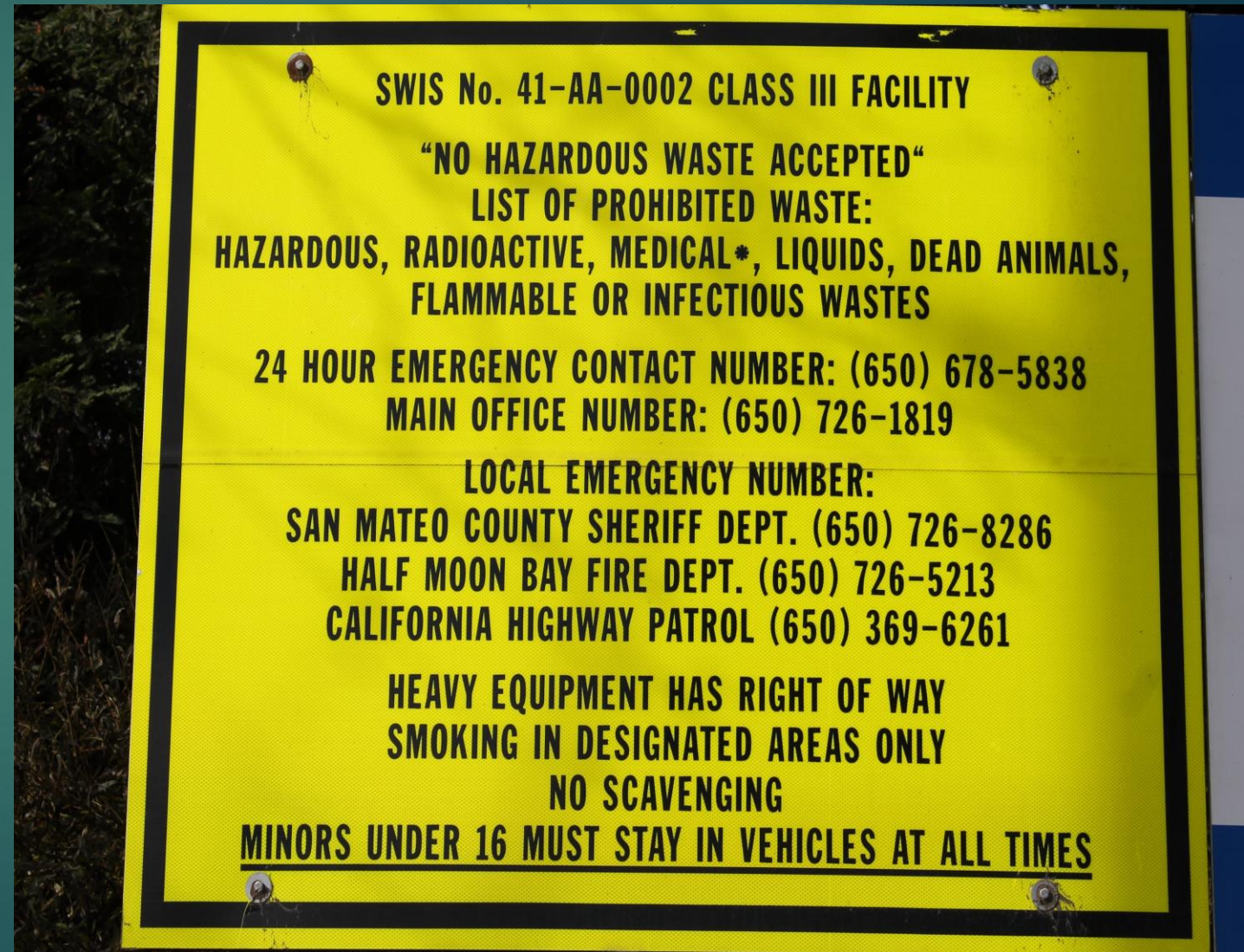
2. Acceptable Waste: ... "and which Waste is approved by the Company and is otherwise in accordance with all laws, regulations, and permits"...

6. Waste Accepted at Facility: "Generator warrants that Waste delivered to Company will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials, radioactive materials, or toxic waste , as defined by applicable federal, state, local or provincial laws or regulations."

8. Rights of Refusal/Rejection: "The Generator shall inspect all Waste and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance any load(s) of waste delivered to its facility..."



# Entrance Signs





# Entrance Signs





# Scale: Lines of Defense?





# Scale: Lines of Defense?





# Scale: Lines of Defense

## RADIATION DETECTION SYSTEM





# Scale: Lines of Defense

## SPECIAL WASTE PROFILE AND MANIFEST



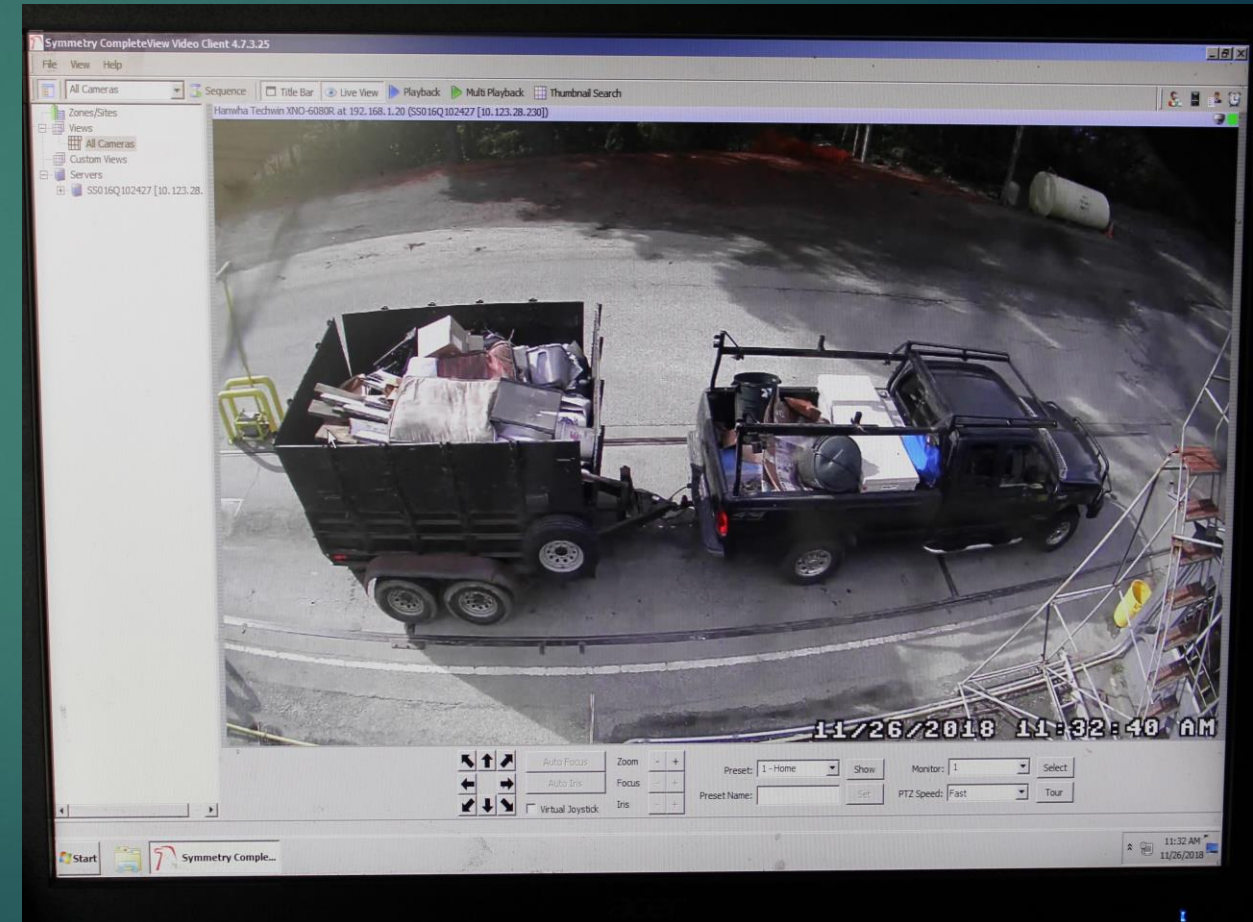
- Waste Profile / Contract Number is entered into system before truck arrival
- Scale Operator confirms information
- Scale Operator inspect load through camera inspection, visual inspection or both
- If Scale Operator finds any discrepancy he is fully authorized to reject the load





# Scale: Lines of Defense

## Scale Operator Visual Load Checks





# Scale: Lines of Defense Recycling Options to Customers





# Waste Load Checking Program







# Hazardous Waste Material Storage Facility



# Case Study

- ▶ Class III Permitted Landfill
- ▶ Accepting ash wastes from a biomass facility
- ▶ Special Waste approval process
  - ▶ Waste Profiling
  - ▶ TCLP lab samples submitted every year
- ▶ Biomass facility contacted landfill “Houston we have a problem”
- ▶ Biomass facility found out a “manager” was “pencil whipping numbers” and selectively sending samples for TCLP
- ▶ Waste stream immediately suspended
- ▶ LEA and RWQCB were immediately contacted

# Case Study

- ▶ Conclusion (ongoing)
  - ▶ Several hazardous waste tons were disposed of at the landfill in a time span of approximately 2 years
  - ▶ Hazardous Constituent – Copper slightly above allowed maximum concentrations
  - ▶ Excavation not feasible. Mostly because of spread related to time span
  - ▶ Landfill is negotiating with RWQCB new special wastes acceptance procedures, updated WDRs, including sampling frequency for waste streams as well as for landfill leachate.
  - ▶ Landfill went after Generator to cover all associated present and future costs

Q & A