
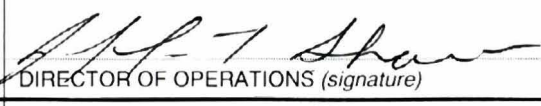





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<b>BYPRODUCT MATERIAL ACCEPTANCE CRITERIA</b>			

PROCEDURE APPROVALS:		
Ryan Williams TECHNICAL SUPPORT MANAGER ( <i>printed name</i> )	 TECHNICAL SUPPORT MANAGER ( <i>signature</i> )	10/2/08 DATE
Jefferson Shouse DIRECTOR OF OPERATIONS ( <i>printed name</i> )	 DIRECTOR OF OPERATIONS ( <i>signature</i> )	10/2/08 DATE
Guy Crawford RADIATION SAFETY OFFICER ( <i>printed name</i> )	 RADIATION SAFETY OFFICER ( <i>signature</i> )	10/2/08 DATE
Guy Crawford ESH DIRECTOR ( <i>printed name</i> )	 ESH DIRECTOR ( <i>signature</i> )	10/2/08 DATE
Linda Beach GENERAL MANAGER/VP ( <i>printed name</i> )	 GENERAL MANAGER/VP ( <i>signature</i> )	10-2-08 DATE

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## 1.0 PURPOSE, SCOPE, AND REGULATORY AUTHORITY

### 1.1 PURPOSE AND SCOPE

The Byproduct Material Acceptance Criteria (BPAC) has been developed to help Customers understand the requirements for disposing of Byproduct Material as defined by the Texas Health and Safety Code Section 401.003(3) (B) in the Waste Control Specialists LLC (WCS) Byproduct Material Disposal Facility. This document only applies to the WCS Byproduct Material Disposal Facility. Customers who wish to ship any regulated waste stream other than Byproduct Material must follow the WCS Waste Acceptance Criteria specific to the facility that is authorized to receive the waste.

Currently, all Byproduct Material shipped to WCS for disposal must be containerized and received via highway transportation only. Bulk waste must be confined within the container or package at the time of disposal. Please contact Customer Service for suggested packaging plans. At this time WCS is not authorized to receive and dispose of any shipments via rail. Dry, discrete solid objects that meet the criteria for a container as described in this document may be accepted for disposal. Bulk shipments by highway and any type of shipments by rail are not authorized for receipt and/or disposal at this time. Please contact Customer Service at (888) 789-2783 or (575) 394-4300 or visit our website at [www.wcstexas.com](http://www.wcstexas.com) for a copy of our license.

### 1.2 REGULATORY AUTHORITY

The WCS Byproduct Material Disposal Facility is licensed (license # R05807) to receive and dispose of dry, discrete solid objects and containerized Byproduct Material by the Texas Commission on Environmental Quality (TCEQ). As an Agreement State, Texas has assumed the NRC's authority to license and regulate Byproduct Material within the State of Texas. Byproduct Material is defined by the Texas Health and Safety Code Section 401.003(3)(B) and 25 TAC 289.260(C)(4) as "tailings or wastes produced by or resulting from the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, including discrete surface waste resulting from uranium solution extraction processes".

The WCS Byproduct License defines a container as "A sealed, flexible or rigid drum, pail, box, sack, or similar container which does not tear, split, or rupture upon handling, placement, and compaction in the disposal unit; and which does not lose its structural strength and integrity when contacting water. Acceptable containers may include, but are not limited to, approved U.S. Department of Transportation containers. Containers to be placed in the disposal facility shall not contain free liquids, and shall have no more than 15% void volume."

The WCS Byproduct License defines containerized as "To be confined within a container."

The Byproduct Material Disposal Facility is authorized to receive and dispose of all types of Byproduct Materials that meet this definition and are subject to regulation pursuant to the federal Uranium Mill Tailings Radiation Control Act of 1978 (UMTRCA), as well as any other materials designated by act of the US Congress to be Byproduct Material as defined by Section 11e. (2) of the Atomic Energy Act of 1954. This includes soil and soil-like material, contaminated debris, and containerized material that was either generated during the operation or cleanup of a Byproduct Material facility.

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Byproduct Material containing free liquid must be solidified prior to transport. As an alternative, Byproduct Material containing free liquids may be shipped to our processing facility for solidification prior to disposal in the Byproduct Material Disposal Facility. Free liquids incidental to transportation (e.g., load separation water) may be spot solidified prior to disposal or handled in accordance with procedures for solidifying free liquids within the Byproduct Material Disposal Facility. WCS will reject any load where free liquids do not appear to be incidental to transportation, including the presence of foreign substances such as oil or excessive moisture content.

## **2.0 RESPONSIBILITIES**

- 2.1 Customer/Agent/Generator- Customers, Agents and/or Generators are responsible for properly classifying, characterizing, scheduling, and shipping material destined for the WCS Byproduct Material Disposal Facility in compliance with this document and all applicable regulations including but not limited to DOT, TCEQ, and NRC regulations. If the signature is signed by an agent, WCS may request proof that the agent has authority to sign on the Byproduct Material generator's behalf. The term "Customer" means customer, agent, or generator for purposes of this document.
- 2.2 Waste Control Specialists LLC- WCS is responsible for safely receiving and disposing of all shipments in compliance with applicable licenses and regulations including, but not limited to DOT, TCEQ, NRC, and site procedures.

## **3.0 PRE-SHIPMENT REQUIREMENTS**

WCS will work with Customers to guide them through the acceptance process. Each required form that is referenced is attached to this BPAC and can also be obtained on our web site ([www.wcstexas.com](http://www.wcstexas.com)) or by contacting the Customer Service Department at (888) 789-2783 or (575) 394-4300. Prior to shipping Byproduct Material to WCS, a Customer must do the following:

- 3.1 Set up an account with WCS
- 3.2 Review and execute a WCS Environmental Service Agreement
- 3.3 Submit a WCS Waste Profile Sheet (OP-1.1-1) for approval for each Byproduct Material stream to be shipped to WCS. Customer must receive an Acceptance Letter from WCS prior to requesting shipment authorization for the Byproduct Material.
- 3.4 Sign a quote letter from WCS for each Byproduct Material stream to be shipped (signed Customer-generated purchase order will be acceptable in certain cases)
- 3.5 Submit an advanced shipment request and receive written approval from WCS of the shipment request

Each of these five steps is discussed in greater detail below.

### **3.1 Setting up an account with WCS**

A Customer may either complete a WCS Credit Application or provide a Dunn and Bradstreet number. Depending upon the review of the information, WCS may require payment upon receipt of Byproduct Material or extend a credit line to the Customer. The credit line and terms may vary from Customer to Customer depending upon their credit history

### **3.2 Reviewing and Executing a WCS Environmental Service Agreement**

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WCS requires a Customer to review and execute a WCS Byproduct Material Environmental Service Agreement or similar contract.

### **3.3 Submitting a WCS profile for approval- WCS Procedure BP-OP-1.1**

Each Byproduct Material stream received by WCS must undergo an approval process. The first step in this process is the completion of a WCS Byproduct Material Profile (Form BP-OP-1.1-1). This form contains all the necessary information for WCS to determine acceptability of the material. It is the generator's responsibility to ensure Byproduct Material is classified and characterized correctly through process knowledge and analytical data.

Each section of the Waste Profile Sheet (OP-1.1-1) is required to be completed. Please contact the Customer Service Department with any questions about how to complete the Waste Profile Sheet (OP-1.1-1).

Although Byproduct Material is regulated primarily because of its radioactive characteristics, the regulations address other hazardous constituents that may be present in the Byproduct Material. Using process knowledge and/or analytical data, the generator must identify and quantify the concentration of any hazardous constituent listed in 10 CFR Part 40 Appendix A Criterion 13 that may be present in the Byproduct Material.

Supporting analytical documentation must be included with the profile sheet. Supporting documentation may differ for each profile, but must include, at a minimum, analytical data sufficient to completely characterize the radiological isotopes and any other hazardous constituents associated with that profile, as well as information that justifies the material being classified as Byproduct Material.

The Waste Profile Sheet (OP-1.1-1) must be signed by an official of the generator or an authorized agent of the generator. The signature certifies the following:

The material described within the Profile, in its entirety, conforms with the physical, chemical, and radiological characteristics as indicated on the profile and supporting information, and meets one of the following conditions:

- 1) The Material meets the following definition of Byproduct Material as defined in **25 TAC 336.1105(4)** and was generated after 1978.

**Byproduct Material:** Tailings, or wastes produced by or resulting from the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, including discrete surface byproduct wastes resulting from uranium solution extraction processes. Underground ore bodies depleted by such solution extraction operations do not constitute "Byproduct Material" within this definition.

- 2) The material was deemed to be Byproduct Material by act of the United States Congress.
- The material described within the Waste Profile Sheet (OP-1.1-1) does not contain any other radioactive material or waste and does not contain any hazardous waste as defined by 40 CFR Part 261.

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### 3.4 Quote Letters and Contracts

Once WCS has accepted a Byproduct Material stream based on the final approved profile, a quote or contract will be generated and submitted to the Customer for review. Verbal, undocumented, or written proposals provided prior to the final approved profile are considered budgetary numbers to which pricing may be adjusted. WCS reserves the right to amend budgetary numbers based on the final approved profile.

A signed quote, contract, or purchase order is required prior to shipping Byproduct Material to WCS. Byproduct Material received by WCS that does not conform to the approved profile may be rejected or may be suitable for alternative management methods. Alternative management may result in pricing adjustments.

### 3.5 Byproduct Material Shipment Authorization - WCS Procedure BP-OP-1.2

Each shipment of Byproduct Material to WCS must be pre-approved. A Customer must submit a Byproduct Shipment Request (Form BP-OP-1.2-1) and the required transportation conveyance information as described in Section 4.0 of this document for each shipment or campaign of shipments. WCS personnel will review the request. Once the shipment request is approved the Byproduct Material Shipment Request (BP-OP-1.2-1) will be signed and submitted to the Customer with the approved shipment date(s). The Customer must receive written approval of the shipment request in writing from WCS prior to offering the material for shipment.

## 4.0 **TRANSPORTATION REQUIREMENTS**

WCS requires that generators provide a detailed description of the transportation conveyance configuration prior to shipment. WCS can receive several different configurations; however, cost of handling different configurations can vary greatly. See Sections 4.7 and 4.8 for specific requirements and restrictions for conveyance configurations.

### 4.1 DOT Shipping Documentation

All shipments received by WCS must conform to USDOT regulations in 49 CFR Parts 170-178, and USNRC regulations in 10 CFR 71. Each byproduct material package shall be prepared for shipment so as to minimize damage during transit. Damage or contamination incurred during transit will be the responsibility of the generator, and will have to be suitably repaired prior to acceptance. In addition, WCS requires the following:

- All shipments be manifested using the Uniform Low-Level Radioactive Waste Manifest (NRC Forms 540 and 541). However 11e.(2) byproduct material does not require waste classification. Generators may enter "N/A" in column 16 of the NRC Form 541 for Waste Classification.
- Each package of byproduct material must be listed separately on the NRC Form 541, unless this requirement causes a shipper to violate DOT regulations. If the conveyance is used as the DOT shipping container and there are unique packages within the container, the shipper must list each package on separate spreadsheet that will be attached to the official DOT paperwork in order to identify them separately.
- Though it may not be required by DOT regulations, WCS requires that shippers document each radionuclide and its concentration in pCi/gm for each package associated with a shipment.

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- WCS will accept multiple profiles within a shipment as long as they are listed as separate line items and the package identification numbers and the Byproduct Material Profile number are listed for each line item on the NRC Manifest Forms 540 and 541.
- Shippers with specific questions should contact WCS's Waste Acceptance Specialist.

#### **4.2 Transporter Requirements**

- All drivers must have in their possession a current commercial driver's license (CDL) with a hazardous material endorsement.
- Drivers that will enter the Byproduct Material Disposal Facility must have proof of current 24-hour hazardous waste worker (HAZWOPER) training per 29 CFR 1910.
- Comprehensive General Liability, Workers Compensation/Employers Liability and a vehicle liability policy showing WCS as a certificate holder must be on file with WCS.
- All shipments received from non-WCS owned vehicles will be inspected for safety compliance prior to entering the Byproduct Material Disposal Facility. Any vehicle or conveyance that poses a safety hazard to WCS personnel or facilities will not be allowed to deliver a shipment to WCS.
- Drivers are to remain with their vehicle at all times unless directed otherwise by a WCS employee.

#### **4.3 Receiving Hours**

Normal receiving hours are Monday through Friday from 8:00 AM to 3:00 PM Central Time. If a generator needs to schedule a Byproduct Material shipment into the Byproduct Material Disposal Facility on the weekend or at a different time, please contact Customer Service at (888) 789-2783 at least one week prior to the desired shipment date. WCS will work with Customers to try and accommodate specific requests; however, surcharges may apply to shipments received prior to or after normal receiving hours.

#### **4.4 Demurrage**

Byproduct Material shipments should arrive before 9:00 AM on the agreed upon scheduled date. Shipments that check-in with the guard by 9:00 AM on the scheduled day of arrival will be off-loaded the same day. WCS will commit to releasing transporters by 5:00 PM. WCS will not pay demurrage if the driver arrives before 9:00 AM on the proper scheduled day and if the driver is released from the Byproduct Material facility by 5:00 PM the same day. If trucks are delayed overnight due to Byproduct Material or paperwork non-conformances, WCS will not compensate generators or transporters for demurrage charges.

#### **4.5 Unscheduled Shipments**

WCS reserves the right to reject unscheduled shipments. The Byproduct Material facility will make a reasonable effort to receive the shipments within a timely manner; however, surcharges will apply and demurrage charges will not be paid by WCS.

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#### **4.6 Non-Conforming Shipments**

WCS will work with Customers to resolve non-conformances; however, surcharges may apply and pricing may change. If WCS cannot process a non-conforming shipment of Byproduct Material, it will be rejected and returned to the generator. Surcharges will apply to rejected shipments.

#### **4.7 Containerized Shipments**

Containerized shipments are defined as shipments that have separate and unique containers listed on the shipping paperwork within a conveyance, or shipments that contain separate and unique containers that must be inspected separately for free liquids, void space, etc. Examples are as follows:

- Van trailers or flatbeds containing B-25 type containers or 55-gallon drums.
- Intermodals, roll-off's or end dumps containing unique separate containers that may or may not be separated on the shipping paperwork. Each container will be inspected for free liquids prior to disposal.

Each container must be associated with a profile.

The maximum weight for any single container received in a container shipment with an open top conveyance should not exceed the DOT rating of the container or 45,000 lbs, whichever is less.

The maximum weight for any single container received in a container shipment with a closed top conveyance should not exceed the DOT rating of the container or 10,000 lbs, whichever is less.

WCS can process heavier containers; however, special arrangements must be made with the Byproduct Material facility prior to shipment.

Typically, WCS receives shipments via flatbeds and van type trailers. If a generator expects to utilize a conveyance other than those identified above, WCS may require drawings, rigging instructions, etc., and surcharges may apply. Regardless of conveyance type, the shipping paperwork must conform to this document.

##### **4.7.1 Packaging, Labeling, and Identification**

All shipments received by WCS must be properly packaged, labeled and marked according to DOT, TCEQ, and NRC regulations. For shipments of Byproduct Material that are not regulated as a DOT radioactive shipment, WCS requires that packaging meets the general design requirements found 49 in CFR 173.410. In addition, WCS requests that the following information be placed on all containers:

- Generator's name of the Byproduct Material
- WCS Waste Profile number associated with each container
- Generator's unique container ID number

#### **4.8 Bulk Solid Shipments**

Reserved- Currently WCS is only accepting Containerized shipments as described in Section 4.7.

#### **4.9 Discrete Solid Objects**



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WCS can accept shipments of dry, discrete solid objects for direct disposal in the cell. Examples of dry, discrete solid objects are: pipes, valves, pumps, tanks, and debris that contain no more than incidental amounts of loose granular material.

#### **4.10 Radiological Release of Shipping Containers, Conveyances and Vehicles**

WCS will perform radiological release surveys on all vehicles, conveyances and shipping/freight containers that are to leave the Restricted Area of the Byproduct Material facility. There are typically two types of surveys performed; either Return to Service (RTS), or Unconditional Release ("Free Release"). In both cases, the surfaces of the items must be sufficiently clean of debris and material such that a radiological release survey of the item can be performed.

If surfaces are not sufficiently clean of debris and material such that a radiological release survey of the item can be performed, or if initial surveys show radioactive contamination levels above the release criteria, the item(s) will be washed using high pressure water spray. Typically a one pass high pressure water spray wash will remove debris/material and/or contamination to the point that will meet applicable radiological release criteria. If an item requires more than a one pass high pressure water spray wash, or if more aggressive procedures are required for release of the item, surcharges will apply. Additionally, for ongoing or long term projects WCS may request surveys for each container prior to the start up of the project.

##### **Return to Service Surveys**

A shipping/freight container may not be returned to service until;

- 1) the radiation dose rate at each accessible surface is 0.005 mSv per hour (0.5 mrem per hour) or less, and
- 2) there is no significant removable (non-fixed) radioactive surface contamination as specified below.

NUCLIDE	REMOVABLE <sup>(a)</sup>
Beta and gamma emitters and low toxicity alpha emitters <sup>(b)</sup>	2,200 dpm beta gamma / 100cm <sup>2</sup>
All other alpha emitting radionuclides	220 dpm / 100cm <sup>2</sup>

<sup>a</sup> The level of non-fixed radioactive contamination will be determined by wiping an area equal to or greater than 300 cm<sup>2</sup> of the surface concerned with an absorbent material (such as masslin or an equivalent material), using moderate pressure, and measuring the activity on the wiping material. Sufficient measurements will be taken in the most appropriate locations to yield a representative assessment of the non-fixed contamination levels.

<sup>b</sup> "Low toxicity alpha emitters" means natural uranium; depleted uranium; natural thorium; uranium-235 or uranium-238; thorium-232; thorium-228 and thorium-230 when contained in ores or physical and chemical concentrates; and alpha emitters with a half-life of less than 10 days.

##### **Unrestricted Release Surveys ("Free Release")**

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"Unrestricted Release Surveys" that allow unconditional use of the used empty shipping/freight container will be performed only upon request and are not included in the disposal price. The release limits for this survey can be found in 25 TAC 289.202(ggg)(6) and are as follows:

NUCLIDE <sup>a</sup>	AVERAGE <sup>b,cf</sup>	MAXIMUM <sup>b,d</sup>	REMOVABLE <sup>b,c,f</sup>
U-nat, U-235, U-238 and associated decay products except Ra-226, Th-230, Ac-227, and Pa-231	5,000 dpm alpha/ 100 cm <sup>2</sup>	15,000 dpm alpha/ 100 cm <sup>2</sup>	1,000 dpm alpha/ 100 cm <sup>2</sup>
Transuranics, Ra-223, Ra-224, Ra-226, Ra-228, Th-nat, Th-228, Th-230, Th-232, U-232, Pa-231, Ac-227, Sr-90, I-129	1,000 dpm/ 100 cm <sup>2</sup>	3,000 dpm/ 100 cm <sup>2</sup>	200 dpm/ 100 cm <sup>2</sup>
Beta-gamma emitters (nuclides with decay modes other than alpha emission or spontaneous fission) except Sr-90 and others noted above.	5,000 dpm beta, gamma/ 100 cm <sup>2</sup>	15,000 dpm beta, gamma/ 100 cm <sup>2</sup>	1,000 dpm beta, gamma/ 100 cm <sup>2</sup>

<sup>a</sup> Where surface contamination by both alpha and beta-gamma emitting nuclides exists, the limits established for alpha and beta-gamma emitting nuclides should apply independently.

<sup>b</sup> As used in this table, dpm (disintegrations per minute) means the rate of emission by radioactive material as determined by correcting the counts per minute observed by an appropriate detector for background, efficiency, and geometric factors associated with the instrumentation.

Measurements of average contamination level should not be averaged over more than 1 square meter. For objects of less surface area, the average should be derived for each object.

<sup>d</sup> The maximum contamination level applies to an area of not more than 100 cm<sup>2</sup>.

## 5.0 BUSINESS HOURS

Normal business hours for the Byproduct Material Disposal Facility are Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time. See Section 4.3 for receiving hours.

### 5.1 Audits and Tours

WCS must approve all audits and tours. Please contact the Byproduct Material facility for scheduling of these activities. WCS requests a 30-day notice for all audits. Tours should be scheduled a minimum of two weeks in advance. Audits and tours are limited to normal business hours of the Byproduct Material Disposal Facility.

## 6.0 ATTACHMENTS

- 6.1 WCS Credit Application
- 6.2 WCS Environmental Service Agreement
- 6.3 Waste Profile Sheet (OP-1.1-1)
- 6.4 Byproduct Shipment Request (Form BP-OP-1.2-1)

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## 7.0 REFERENCES

- 7.1 Texas Health and Safety Code Section 401.003(3)(B)
- 7.2 **25 TAC 289.260(C)(4)**
- 7.3 10 CFR Part 40 Appendix A Criterion 13
- 7.4 40 CFR Part 261
- 7.5 49 CFR Parts 170-178
- 7.6 10 CFR 71
- 7.7 29 CFR 1910
- 7.8 NRC Reg. Guide 1.86
- 7.9 WCS Procedure BP-OP-1.1
- 7.10 WCS Procedure BP-OP-1.2

## Waste Control Specialists LLC - Business Application

<b>Company Information</b>	Principal Name: _____ Parent (if applicable): _____
<b>Payment Information</b>	Billing Address: _____ <div style="text-align: center;">(P.O. Box / Street Address)</div> _____ <div style="display: flex; justify-content: space-between;"> <span>(City)</span> <span>(State)</span> <span>(Zip Code)</span> </div> Accounts Receivable Contact: _____ <div style="text-align: right;">(Name)</div> _____ <div style="display: flex; justify-content: space-between;"> <span>(Title)</span> <span>(Telephone No.)</span> </div> Accounts Payable Contact: _____ <div style="text-align: right;">(Name)</div> _____ <div style="display: flex; justify-content: space-between;"> <span>(Title)</span> <span>(Telephone No.)</span> </div>
<b>Physical Address ← Same as Payment</b>	_____ <div style="text-align: center;">(Street Address)</div> _____ <div style="display: flex; justify-content: space-between;"> <span>(City)</span> <span>(State)</span> <span>(Zip Code)</span> </div>
<b>Bank References</b>	1) _____ <div style="display: flex; justify-content: space-between;"> <span>(Name of Bank)</span> <span>(Telephone No.)</span> <span>(Acct. #)</span> </div> _____ <div style="display: flex; justify-content: space-between;"> <span>(Contact Name)</span> <span>(Title)</span> </div> 2) _____ <div style="display: flex; justify-content: space-between;"> <span>(Name of Bank)</span> <span>(Telephone No.)</span> <span>(Acct. #)</span> </div> _____ <div style="display: flex; justify-content: space-between;"> <span>(Contact Name)</span> <span>(Title)</span> </div>
<b>Trade References</b>	1) _____ <div style="display: flex; justify-content: space-between;"> <span>(Name)</span> <span>(Account No.)</span> <span>(Telephone No.)</span> </div> 2) _____ <div style="display: flex; justify-content: space-between;"> <span>(Name)</span> <span>(Account No.)</span> <span>(Telephone No.)</span> </div> 3) _____ <div style="display: flex; justify-content: space-between;"> <span>(Name)</span> <span>(Account No.)</span> <span>(Telephone No.)</span> </div>
<b>Company Officers</b>	1) _____ <div style="display: flex; justify-content: space-between;"> <span>(Name)</span> <span>(Title)</span> </div> 2) _____ <div style="display: flex; justify-content: space-between;"> <span>(Name)</span> <span>(Title)</span> </div> 3) _____ <div style="display: flex; justify-content: space-between;"> <span>(Name)</span> <span>(Title)</span> </div>
<b>Credit Information</b>	D&B Number _____ Has a current Certificate of Liability with WCS as the certificate holder been provided? _____ Customer Signature: _____
<b>WCS Approvals</b>	D&B Rating _____ Approved Credit (\$ / Month): \$ _____ Net _____ Days WCS Controller: _____

**WASTE CONTROL SPECIALISTS LLC**  
**ENVIRONMENTAL SERVICE AGREEMENT for BYPRODUCT MATERIAL**

As of this \_\_\_\_ day of \_\_\_\_\_, 200\_, [Customer Name]\_\_\_\_\_, with its principal place of business located at [Customer Address]\_\_\_\_ (hereinafter called "Customer"), and WASTE CONTROL SPECIALISTS LLC (hereinafter called "WCS"), a Delaware limited liability company with its corporate offices located at Three Lincoln Centre, Ste 1700, 5430 LBJ Freeway, Dallas, Texas 75240 (**the notification address**) and with its principal service operations located at 9998 Highway 176 West, Andrews, Texas 79714, agree as follows:

**WCS SERVICES.** Provided Customer complies with the terms and provisions of this Agreement, WCS will provide such material management services (the "Services") as are set forth in Service and Pricing Agreements entered into from time to time by WCS and Customer. Each such Service and Pricing Agreement shall specifically refer to this Agreement and when entered into shall be deemed to be incorporated herein as Exhibit "A", and, together with the terms and conditions contained herein and attached shall constitute the Agreement.

**TERM AND TERMINATION.** The initial term of this Agreement shall commence following completion by WCS of the construction of the Byproduct Landfill (as defined below). Notice of the completion of this condition precedent will be provided by WCS in the form of a letter to Customer that Byproduct Material management services shall commence in 60 days. Subject to the provisions contained elsewhere herein, the term of this Agreement shall begin upon the date of the letter from WCS that Byproduct Material management services shall commence and end one year after said date. Thereafter, this Agreement will automatically be extended from year to year until terminated. Effective upon expiration of the initial term or thereafter, either party may terminate this Agreement for convenience and without cause upon 30 days' prior written notice to the other party. The term "Byproduct Material" shall mean byproduct material as defined in Tex. Health & Safety Code § 401.003(B) and 25 Tex. Admin. Code § 289.260(c)(4). The term "Byproduct Landfill" shall refer to the disposal area at WCS's principal service operations licensed for the disposal of Byproduct Material.

**PAYMENT.** WCS shall invoice Customer, and Customer shall pay for the Services rendered by WCS hereunder, in the manner set forth in Exhibit "A". Payment is due, not subject to set-off, within 30 days of the date of WCS's invoice. Amounts more than 30 days outstanding are subject to a charge equal to the lesser of (i) 1-1/2% per month or (ii) the maximum charge legally permissible. Customer shall furnish credit and financial data upon reasonable request by WCS.

**PRICE ADJUSTMENTS.** WCS may increase the prices set forth in Exhibit "A" upon 30 days' prior written notice to Customer. In addition, if at any time any municipal, local, state, federal and/or interstate agency, shall issue any order(s), regulation(s), notice(s), tax(es), charge(s), fee(s), assessment(s), and/or communication(s) of any nature, which require WCS to make additional investments in plant or equipment and/or incur additional costs, the rate charged hereunder shall be proportionately increased on the basis of the throughput of Customer at WCS's Byproduct Landfill. WCS also reserves the right to adjust prices related to fuel surcharges or increases in fuel costs arising from any source. In the event Customer disagrees with the rate adjustment, Customer may terminate this Agreement by written notice within 30 days prior to the effective date of the rate adjustment. Failure of Customer to terminate shall result in the automatic adjustment of the rates charged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

**WASTE CONTROL SPECIALISTS LLC**

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mailing Address: USPS Address:  
PO Box 1129  
Andrews, Texas 79714

Address: \_\_\_\_\_  
\_\_\_\_\_

UPS Address:  
9998 W. Hwy. 176  
Andrews, Texas 79714

Phone: (888) 789-2783  
Fax: (575) 394-3427

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**NOTE: TERMS AND CONDITIONS ATTACHED ARE INCORPORATED HEREIN BY REFERENCE**

## 1. CUSTOMER WARRANTY.

A. Byproduct Profile Document. Prior to WCS's performance of any Services hereunder, Customer agrees to deliver to WCS a completed Byproduct Profile Document which shall accurately and completely describe any Byproduct Material to be managed pursuant to this Agreement (the "Byproduct Material"). The Byproduct Profile Document shall specifically refer to this Agreement and when delivered to WCS shall be deemed to be incorporated herein as Exhibit "B". Exhibit "B" shall include a detailed description of unique chemical characteristics (e.g., by way of explanation but not limitation, ignitability, corrosivity, reactivity, toxicity, or any other unique property known by Customer), the processes that generated the Byproduct Material, the concentration or range of concentrations of the significant constituents of the Byproduct Material, and certify that the material is Byproduct Material as defined in Tex. Health & Safety Code § 401.003(B) and 25 Tex. Admin. Code § 289.260(c)(4). Customer shall advise WCS of the hazards and risks known to Customer to be associated with the Byproduct Material. If Customer receives any information, during the term of this Agreement, that the Byproduct Material, or components of the Byproduct Material, present or may present a hazard or risk to a person or the environment, which was not disclosed in Exhibit "B", Customer shall promptly report such information to WCS.

B. Identification and Provision of Sample. In addition to any labeling, placarding, marking, manifesting, or other such documentation required by law, Customer shall provide WCS in advance with a representative sample of the Byproduct Material if requested. At the same time, Customer will advise WCS of procedures, if known, that would be of material significance to the proper handling of such Byproduct Material.

C. Byproduct Material. Customer represents and warrants that it will deliver to WCS only the Byproduct Material described in Exhibit "B". If Customer packages the Byproduct Material, Customer warrants that such Byproduct Material shall be packaged, prepared for shipment, and, if transported by Customer, transported in accordance with Section 3. Customer represents and warrants that it is under no legal restraint that prohibits the transportation or disposal of the Byproduct Material.

D. Compliance with Law and Record Keeping. Customer agrees to comply in all material respects with all applicable statutes, ordinances, orders, rules and regulations of any federal, state and local governments. Customer shall preserve all documentation pertaining to the services required by this Agreement for such period of time as is required by law.

2. WCS WARRANTY. WCS agrees to provide all Services hereunder in a workmanlike manner and in compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdiction Services are performed.

3. TRANSPORTATION. Unless otherwise agreed in Exhibit "A", Customer shall be responsible for loading the Byproduct Material and providing suitable means to transport and deliver the Byproduct Material to the location specified in Exhibit "A" in accordance with all applicable requirements of the United States Department of Transportation ("DOT"), the United States Environmental Protection Agency ("EPA"), the United States Nuclear Regulatory Commission ("NRC"), the Texas Commission on Environmental Quality ("TCEQ"), and all other applicable statutes and regulations, whether federal, state or local. Customer shall use containers in good working order and comply with, and shall cause to be delivered to WCS all shipping papers, manifests, and labels with each shipment of Byproduct Material in accordance with, all applicable requirements of DOT, the NRC, the TCEQ, and all other applicable statutes and regulations, whether federal, state or local. Vehicles supplied by Customer for the transportation of Byproduct Material shall be devoid of any residue from previous shipments. WCS shall remove material from the container that can be practicably removed using the practices commonly employed to remove material from the container and shall perform up to one decontamination cycle using a fixed water spray system of the container to meet the return to service criteria established in 49 CFR § 173.443(c), provided that WCS shall not be required to decontaminate fixed or other radioactive contamination not attributable to the Byproduct Material being transported. Customer shall be responsible for any cleaning, disposal, repair, decontamination and/or replacement

charges related to such residual material or unanticipated fixed or other radioactive contamination. The transporting party shall maintain in force, and shall require all carriers it engages to carry Byproduct Material, vehicular liability insurance equivalent to that specified in Section 8 of this Agreement and shall, upon request, provide the other party with certificates of insurance evidencing such coverages. Customer agrees to cause the Byproduct Material to be delivered to WCS in such a manner as to minimize spillage and contamination of the delivery area and to minimize the risk of injury to, or unnecessary exposure of, personnel to the Byproduct Material.

4. NON-CONFORMING MATERIAL. In the event any Byproduct Material is discovered to be Non-Conforming, as defined below, WCS has the absolute and unqualified right to revoke its acceptance, or reject any shipment, of such materials or its associated containers and packaging. WCS may make such examination of the Byproduct Material as it deems necessary prior to acceptance. Byproduct Material shall be considered "Non-Conforming" for the purposes of this Agreement, if (1) it is not in accordance with the descriptions, limitations or specifications stated in Exhibit "B," or it has constituents or components not identified in Exhibit "B," and (2) either (A) the nature or extent of the hazard and risk undertaken by WCS in agreeing to handle, load, transport, store, treat or dispose of the Byproduct Material or its containers or packaging as described in Exhibit "A" is increased or (B) the Byproduct Landfill is not designed or permitted for such Byproduct Material or its containers and packaging.

Both Customer and WCS will pursue all reasonable alternative options for disposal, treatment and/or transportation of Non-Conforming material. If the parties cannot come to a mutual determination within a reasonable period of time, Customer shall remove, at its expense, the Non-Conforming material or, failing that, WCS may do so on Customer's behalf. In any event, Customer shall be obligated to pay all reasonable internal and third-party costs and charges incurred by WCS for hauling, loading, preparing, storing and caring for Non-Conforming material or its containers and packaging, including necessary analytical work, repair, replacement, decontamination and cleaning of equipment.

5. TITLE. WCS shall take and assume title, risk of loss and all other incidents of ownership of Byproduct Material ("Title"), once WCS disposes the Byproduct Material in its permitted facility. Prior to such time, Title shall remain with Customer. If the Byproduct Material is to be treated or stored and then disposed in another location, other than the WCS permitted facility, then title will remain, without exception, with the Customer. Notwithstanding the foregoing, Title to Non-Conforming Byproduct Material shall at all times remain with Customer, and WCS shall only be responsible for damages incurred in connection with its own negligence or willful acts.

## 6. INDEMNIFICATION.

A. Customer agrees to defend, indemnify and save harmless WCS, its present and future officers, directors, managers, members, employees, affiliates and agents (collectively, the "WCS Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, costs, claims, causes of action (including those based on strict liability of the WCS Indemnitees), suits, and cost of expenses incidental thereto, including cost of defense, settlement, and reasonable attorneys' fees, which any and all of them may hereinafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination or adverse effects on the environment, or any violation or alleged violation statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by, or arising out of (i) any negligent or willful act or omission of Customer, its employees or subcontractors in the performance of this Agreement or (ii) Customer's misrepresentation or breach of any term or provision of this Agreement. Notwithstanding Section 6(B) below, in the event of any liability directly or indirectly caused by, arising out of or attributable to the delivery of Non-Conforming material by or on behalf of Customer, the indemnification obligation of Customer set forth in this section shall include liabilities, penalties, fines, forfeitures, demands, costs, claims and causes of action based in

whole or in part on the negligence or strict liability of the WCS Indemnitees.

B. WCS agrees to defend, indemnify and save harmless Customer, its present and future officers, directors, managers, members, employees, affiliates and agents (collectively, "Customer Indemnitees") from and against any and all liabilities, penalties, fines, forfeitures, demands, costs, claims, causes of action (including those based on strict liability of the Customer Indemnitees), suits, and costs and expenses incidental thereto, including costs of defense, settlement, and reasonable attorneys' fees, which any and all of them may hereinafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by, or arising out of (i) any negligent or willful act or omission of WCS, its employees or subcontractors in the performance of this Agreement or (ii) WCS's misrepresentation or breach of any term or provision of this Agreement.

C. In the event of liability arising out of their joint negligence or willful acts, WCS and Customer shall be liable to each other and any damaged third party in proportion in their relative degree of fault.

D. Notwithstanding the foregoing, in no event shall any indemnifying party be liable for any special, indirect, or consequential damages, whether based in contract, warranty, indemnity or tort, including negligence or strict liability.

7. TERMINATION. Either party may immediately terminate this Agreement either during or after the initial term upon written notice to the other party if the other party: (i) has been adjudicated bankrupt; (ii) has filed a voluntary petition of bankruptcy; (iii) has made an assignment for the benefit of creditors; or (iv) has had a receiver appointed for such a party. Further, in the event that either party materially breaches this Agreement during the initial term of this Agreement, the non-breaching party shall give written notice to the other party identifying the alleged material breach of this Agreement. If the breaching party fails to correct the condition causing the material breach or fails to make arrangements satisfactory to the non-breaching party to correct the condition causing the alleged material breach within 30 days after receipt of written notice, the non-breaching party may immediately terminate this Agreement without liability upon written notice to the breaching party.

In any case, neither party hereto, by termination of this Agreement, shall be relieved of its respective obligations and liabilities, including monies owed, arising from or incidental to services rendered hereunder prior to the time this Agreement is terminated. The provisions of Sections 1, 2, 5 and 6 shall survive the termination of this Agreement without regard to the reason for termination. Termination shall not alter or affect the continuing rights and obligations created by those Sections.

8. INSURANCE. WCS shall maintain throughout the term of this Agreement, for its own benefit, liability insurance covering its activities under this Agreement in at least the following amounts:

A.	<u>General Liability</u> (Bodily injury and property damage combined)	\$1,000,000 Each Occurrence
B.	<u>Automobile Liability</u> (Bodily injury and property damage combined)	\$1,000,000 Each Occurrence
C.	<u>Workmen's Compensation and Employer's Liability</u>	Statutory
D.	<u>Excess Liability</u>	\$5,000,000 Each Occurrence
E.	<u>Environmental Impairment Liability</u>	\$4,000,000 Each Occurrence \$8,000,000 Annual Aggregate

9. FORCE MAJEURE. The performance of this Agreement, except for the payment for Services already rendered and related indemnification and other obligations, may be suspended by either party in the event that such performance is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God; war, riot, fire, explosion, accident, flood or sabotage; government laws, orders, rules, requirements, orders, or actions; breakage of machinery or apparatus; national defense

requirements; and injunction (provided that neither party shall be required to settle a labor dispute against its best judgment).

The party asserting a right to suspend performance under this section shall notify the other in writing of the performance suspended, the cause, and the expected duration of the suspension. Upon receipt of such notice a party may, if the suspension is for a material or indefinite time and impairs the value of this Agreement to it, terminate this Agreement as provided in this Agreement. If notice of such termination is not provided, this Agreement will lapse with respect to any performance suspended hereunder.

10. INDEPENDENT CONTRACTOR. WCS is and shall perform this Agreement as an independent contractor and as such shall have and maintain complete control over all of its employees and operations. Neither WCS nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of Customer.

11. JOINT LIABILITY AND SUBROGATION. Both parties hereto recognize that this Agreement and its performance are for their mutual benefit. Accordingly, both WCS and Customer agree to maintain for their joint and mutual benefit any and all rights and causes of action either or both may have against third parties, inclusive of any government agency, that may arise in connection with the performance of this Agreement.

12. ASSIGNMENT. This Agreement may be assigned only upon written consent of both parties or by operation of law.

13. CONFIDENTIALITY. Except as may otherwise be required by federal, state or local laws or regulations, Customer and WCS agree to treat as confidential and not ever disclose to any third party any information, which is not now in or does not enter the public domain or is not already known by the recipient party, concerning the other party's business, operations, technologies, formula, procedures, processes, methods, trade secrets, ideas, improvements, plans, programs, plants, equipment or customers, except as shall be necessary to perform this Agreement. Subject to this limitation, nothing shall be interpreted to prevent the parties from the use of any information learned through the performance of this Agreement.

14. WAIVER. Any waiver by either party of any provisions or conditions of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

15. NOTICE. With the exception of Exhibit "A", any notice required or permitted to be given hereunder shall be in writing and delivered in person or by registered or certified mail, return receipt requested and/or by facsimile to the address and/or fax number set forth on the face of this Agreement.

16. SAVINGS CLAUSE. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such provision had never been contained herein.

17. GOVERNING LAW. The terms and conditions of this Agreement and performance thereof shall be construed in accordance with the laws of the State of Texas, and venue for all disputed matters shall be the State of Texas.

18. AMENDMENT. This Agreement may be amended from time to time only by an express instrument in writing signed by an authorized representative of each of WCS and Customer.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the management of Byproduct Material. All prior agreements and representations relative thereto, whether written or oral, are hereby annulled and superseded.



## **Exhibit A**

### **Service and Pricing Agreement**

[as may be attached as Customer purchase orders]

## **Exhibit B**

### **Byproduct Material Profile Document**

[to include a detailed description of chemical characteristics and processes that generated the byproduct material, as well as the concentration or ranges of concentrations of the significant constituents of the byproduct material and the risks or hazards known to Customer to be associated with the byproduct material]

<b>Facility Address for Manifest:</b> 9998 W. Hwy. 176 Andrews, TX 79714	<b>SAMPLE - UPS Address:</b> 9998 W. Hwy. 176 Andrews, TX 79714	<b>WASTECONTROL SPECIALISTS LLC</b>	<b>Business Mailing Address:</b> PO Box 1129 Andrews, TX 79714	<b>Site Contacts:</b> Ph #: (888) 789-2783/ (575) 394-4300 Fax #: (575) 394-3427
<b>Waste Profile Sheet (OP-1.1-1)</b>				

Sales Representative

Exhibit "B"

Profile Number

<b>Requested Facility (check all that apply):</b>	<input type="checkbox"/> RCRA TSDF- EPA ID # TXD988088464 State ID# HW-50358
	<input type="checkbox"/> LLRW/LLMW Treatment/Storage Facility- TCEQ Lic. # R04971
	<input type="checkbox"/> Byproduct Materials Landfill TCEQ Lic. # R05807

<b>Regulatory Status of Material or Waste/Attachments (check all that apply)</b>	<input type="checkbox"/> RCRA Hazardous Waste	<input type="checkbox"/> Exempt Radioactive Waste
	<input type="checkbox"/> Licensed Radiological Waste	<input type="checkbox"/> Byproduct Material
	<input type="checkbox"/> Non-Hazardous Waste	<input type="checkbox"/> other (please note):
<b>Attachments:</b> <input type="checkbox"/> Chain of Custody <input type="checkbox"/> MSDS <input type="checkbox"/> Attachment for Radioactive Material (includes NORM/Exempt) <input type="checkbox"/> Other		
<input type="checkbox"/> RCRA Analytical <input type="checkbox"/> Radiological Analytical	<b>Representative Sample:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>List any unacceptable treatment methods:</b>	<b>PO Required for Invoicing:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>SECTION 1:</b>		<input type="checkbox"/> Check if billing information is the same address.	
<b>Generator Name:</b>		<b>Billing Company:</b>	
<b>Physical Address:</b>		<b>Mail Address:</b>	
<b>City, State, Zip:</b>		<b>City, State, Zip:</b>	
<b>Technical Contact:</b>		<b>Billing Contact:</b>	
<b>e-mail:</b>		<b>e-mail:</b>	
<b>Phone #:</b>	<b>Fax #:</b>	<b>Phone #:</b>	<b>Fax #:</b>
<b>Manifest Return Address:</b>			

<b>SECTION 2: Generator Regulatory Status</b>				<b>State ID#:</b> _____	<b>EPA ID#:</b> _____
<input type="checkbox"/> Industrial	<input type="checkbox"/> Municipal	<input type="checkbox"/> PST Waste	<input type="checkbox"/> Universal Waste	<input type="checkbox"/> SOG	<input type="checkbox"/> CESOG
				<input type="checkbox"/> Oil & Gas Exempt	<input type="checkbox"/> Oil & Gas Non-Exempt

<b>SECTION 3: General Description and Regulatory Information</b>						<b>State Waste Code #:</b> _____
<b>Waste Name:</b> _____						
<b>Process Generating Waste:</b> _____						
Is this a US EPA hazardous waste? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list all codes and LDR subcategories in table below (attach additional pages if necessary).						
<b>Waste Code</b>	<b>Subcategory</b>	<b>Waste Code</b>	<b>Subcategory</b>	<b>Waste Code</b>	<b>Subcategory</b>	

<b>Other Regulatory Information (Please read each question carefully)</b>	N/A	Yes	No	RCRA Exempt Waste (List Reference _____)	N/A	Yes	No
TSCA regulated for PCB's Concentration?		<input type="checkbox"/>	<input type="checkbox"/>	Regulated Subpart CC Waste (VOC>500ppm)		<input type="checkbox"/>	<input type="checkbox"/>
Asbestos Regulated Material (If Yes, is material friable? <input type="checkbox"/> Yes <input type="checkbox"/> No)		<input type="checkbox"/>	<input type="checkbox"/>	Does waste contain sorbents (If yes, are sorbents biodegradable? <input type="checkbox"/> Yes <input type="checkbox"/> No)		<input type="checkbox"/>	<input type="checkbox"/>
Regulated Ozone Depleting Substance		<input type="checkbox"/>	<input type="checkbox"/>	Waste soil subject to LDR alternate treatment standards		<input type="checkbox"/>	<input type="checkbox"/>
Benzene NESHP Regulated <input type="checkbox"/> With Controls <input type="checkbox"/> With Out Controls		<input type="checkbox"/>	<input type="checkbox"/>	Waste debris subject to LDR alternate treatment standards			<input type="checkbox"/>
Does non-debris waste requiring treatment contain <500 ppm VOC's?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does debris contain <500 ppm VOC's?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does material contain any regulated UHC's	<input type="checkbox"/>	<input type="checkbox"/>		If yes, list: _____			

**WASTECONTROL**

SPECIALISTS LLC

**Waste Profile Sheet continued (OP-1.1-1)****Waste Profile Number:****SECTION 4: Waste Composition** ☐ Percentage by Weight ☐ Percentage by Volume

Physical Composition	Actual/ Avg.	Range		Physical Composition	Actual/ Avg.	Range	
	%	%	%		%	%	%
	%	%	%		%	%	%
	%	%	%		%	%	%

Range Totals Must Be  $\geq 100\%$ **Metals** ☐ TCLP ☐ Totals ☐ Generator's Knowledge ☐ ppm ☐ ppb

Antimony:	Beryllium:	Lead:	Silver:	Mercury: _____ If waste carries D009, please check appropriate box below  <input type="checkbox"/> Mercury < 260 ppm totals <input type="checkbox"/> Mercury > 260 ppm totals
Arsenic:	Cadmium:	Nickel:	Thallium:	
Barium:	Chromium:	Selenium:	Zinc:	

**Inorganic Constituents:** ☐ % by Wt ☐ % by Vol**Organic Constituents:** ☐ ppm ☐ ppb ☐ % by Wt ☐ % by Vol

Chlorine: _____ %	: _____ %	:	<input type="checkbox"/> TCLP	<input type="checkbox"/> Totals	<input type="checkbox"/> Gen. Knowledge
Cyanides: _____ Total _____ Amenable _____ Reactive		:	<input type="checkbox"/> TCLP	<input type="checkbox"/> Totals	<input type="checkbox"/> Gen. Knowledge
Sulfides: _____ Total _____ Reactive	Use attachment for additional chemical constituents.				

Average VOC content in ppm: (this box is required to be completed for all waste streams shipped to WCS)

SECTION 5: Waste Characteristics			Flashpoint °F	pH	Turbidity	Viscosity
Liquid _____ %	Solid _____ %	# of Layers _____	_____ Actual	<input type="checkbox"/> 0-2	<input type="checkbox"/> Transparent	<input type="checkbox"/> Light (water)
Sludge _____ %	Debris _____ %	Color _____	<input type="checkbox"/> > 200	<input type="checkbox"/> > 2.1-4	<input type="checkbox"/> Translucent	<input type="checkbox"/> Medium (syrup)
<input type="checkbox"/> % by Weight <input type="checkbox"/> % by Volume		Odor _____	<input type="checkbox"/> > 140-200	<input type="checkbox"/> > 4-10	<input type="checkbox"/> Opaque	<input type="checkbox"/> Heavy (tar)
Specific Gravity _____	Density _____		<input type="checkbox"/> > 100-139	<input type="checkbox"/> > 10-12.4	<input type="checkbox"/> Other _____	<input type="checkbox"/> N/A
Other Characteristics:			<input type="checkbox"/> < 100	<input type="checkbox"/> > 12.5-14	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
<b>Other Characteristics of Waste</b>			<input type="checkbox"/> None Apply			
Yes No	Yes No		Yes No			
<input type="checkbox"/> <input type="checkbox"/> Oxidizer	<input type="checkbox"/> <input type="checkbox"/> Dioxin Listed (Storage Only)		<input type="checkbox"/> <input type="checkbox"/> Liquid Organic Peroxide (not acceptable)			
<input type="checkbox"/> <input type="checkbox"/> Explosive (not acceptable)	<input type="checkbox"/> <input type="checkbox"/> Infectious or Etiological (not acceptable)		<input type="checkbox"/> <input type="checkbox"/> Fuming/Smoking Waste			
<input type="checkbox"/> <input type="checkbox"/> Pyrophoric (not acceptable)	<input type="checkbox"/> <input type="checkbox"/> Putrescible (not acceptable)		<input type="checkbox"/> <input type="checkbox"/> Pressurized Gasses (other than aerosols, not acceptable)			
<input type="checkbox"/> <input type="checkbox"/> Water Reactive	<input type="checkbox"/> <input type="checkbox"/> Autopolymerizable		<input type="checkbox"/> <input type="checkbox"/> Solid Organic Peroxide			

**SECTION 6: Shipping Information DOT Shipping Name: \_\_\_\_\_**

Hazard Class/Div. _____	ID# (UN/NA) _____	Packing Group (PG) _____	RQ _____
<input type="checkbox"/> Soft Top Rolloff	<input type="checkbox"/> B-25 <input type="checkbox"/> B-12	<input type="checkbox"/> 55 gal. <input type="checkbox"/> Metal <input type="checkbox"/> Poly <input type="checkbox"/> Fiber	Quantity
<input type="checkbox"/> Hard Top Rolloff	<input type="checkbox"/> Cu Yd Box or Super Sack	<input type="checkbox"/> 30 gal. <input type="checkbox"/> Metal <input type="checkbox"/> Poly <input type="checkbox"/> Fiber	Frequency
<input type="checkbox"/> Gondola	<input type="checkbox"/> Shrink Wrapped Pallet	<input type="checkbox"/> 15 gal. <input type="checkbox"/> Metal <input type="checkbox"/> Poly <input type="checkbox"/> Fiber	Overpacked Drums: Type _____ Size _____
<input type="checkbox"/> Intermodal	<input type="checkbox"/> Tanker	<input type="checkbox"/> 5 gal. <input type="checkbox"/> Metal <input type="checkbox"/> Poly <input type="checkbox"/> Fiber	
<input type="checkbox"/> Other, please specify: _____			

**SECTION 7: Certification**

The information contained herein is based on ☐ generator's knowledge and/or ☐ analytical data. I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine that no deliberate or willful omissions of composition properties exists and that all known suspected hazards have been disclosed. I certify that the sample(s) provided to WCS is representative of all materials described by this document, that the materials tested are representative of all materials described by this document, and that the methods of analysis used are the appropriate analytical methods as specified in the current editions of EPA (SW-846) or equivalent methods.

Signature

Printed/Typed Name

Date

**SPECIALISTS LLC**

**PROFILE #:**

**Generator's Certification:**

The information contained herein is based on ☐ generator knowledge and/or ☐ analytical data. I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine that no deliberate or willful omissions of composition properties exist and that all known or suspected hazards have been disclosed. I certify that the sample(s) provided to WCS is representative of all materials described by this document, that the materials tested are representative of all materials described by this document, and that the methods of analysis used are the appropriate analytical methods as specified in the current editions of EPA (SW-846) and HASL-300 or equivalent methods.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**WASTECONTROL  
SPECIALISTS LLC**

# Byproduct Material Shipment Request (Form BP-OP-1.2-1)

**Section 1: To be completed by Customer.**

**For Assistance please contact WCS Customer Service Department at (888)789-2783**

CUSTOMER/GENERATOR NAME:		CUSTOMER CONTACT NAME:		PHONE NUMBER:	FAX NUMBER:			
<b>Waste Shipment Information:</b>								
WCS PROFILE NUMBER:	Manifest Number	CONTAINERS/PACKAGING:			PROPOSED SHIPMENT SCHEDULE:			
		TYPE	SIZE	QUANTITY	DEPARTURE		ARRIVAL	
					DATE	TIME	DATE	TIME
<b>CONVEYANCE MODE: (Check all that apply)</b>		<input type="checkbox"/> RAILWAY	<input type="checkbox"/> GONDOL A (as conveyance, not package)			<input type="checkbox"/> INTERMODAL	<input type="checkbox"/> SEALAND	
<input type="checkbox"/> HIGHWAY	<input type="checkbox"/> ROLLOFF BOX	<input type="checkbox"/> FLATBED TRAILER	<input type="checkbox"/> ENCLOSED TRAILER			<input type="checkbox"/> VACUUM BOX	<input type="checkbox"/> OTHER	
RETURN ORIGINAL MANIFEST TO THE ATTENTION OF:		STREET ADDRESS OR P.O. BOX:		CITY:		STATE:	ZIP CODE:	
TRANSPORTER NAME:		TRANSPORTER CONTACT NAME:				TRANS. CONTACT PHONE NO.		

<b>Waste Container Handling and Safety Information:</b>					
<b>A</b>	Are the radiation dose rates for any container > 100mr/hr on contact?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	Max Contact Dose Rate = _____ mr/hr
<b>B</b>	Are the radiation dose rates for any internal item > 100mr/hr on contact?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	Max Contact Dos Rate = _____ mr/hr
<b>C</b>	Is waste subject to become readily airborne (low-density, dry, dusty)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	If Yes, please describe in <b>Remarks</b> below.
<b>D</b>	Does the waste or any container contain any debris > 4 ft. in any dimension?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	If Yes, please describe in <b>Remarks</b> below.
<b>E</b>	Does shipment contain drums or smaller packages that are not palletized?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	If Yes, please describe in <b>Remarks</b> below.
<b>F</b>	If shipment is in an enclosed trailer, does any container weight > 7,000 lbs.?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	Max. Container Weight: _____ lbs.
<b>G</b>	If shipment is by flatbed trailer, does any container weigh > 10,000 lbs.?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	Max. Container Weight: _____ lbs.
<b>H</b>	If shipment is in a DOT bulk container(s), does any container weigh > 65,000 lbs.?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	Max. Container Weight: _____ lbs.
<b>I</b>	Are any containers inside the shipping container (e.g., drums in intermodal)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	If Yes, please describe in <b>Remarks</b> below.
<b>J</b>	Are any shipping containers other than 55 gal drums, B-12's or B-25's (12 or 25 cu. Ft. Standard Waste Boxes), Sealands, Intermodals, or Gondolas?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NA	If Yes, please describe in <b>Remarks</b> below.

<b>Customer Remarks: (Please describe any other special safe handling considerations. Attach additional comments as needed.)</b>	

**Section 2: To be completed by the WCS Transportation Coordinator (TC)**

<b>FINAL AGREED-UPON SHIPMENT SCHEDULE:</b>				<input type="checkbox"/> Shipment Schedule Approved as Indicated....	TC Initials	Date
DEPARTURE		ARRIVAL				
DATE	TIME	DATE	TIME	FINAL SCHEDULE REMARKS:		
Track campaign shipments by spreadsheet (one-time approval)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	